Canadian Breast Cancer Foundation

2016 Batting Against Breast Cancer™ Registration Contest

(May 24, 2016)

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Win

One of Two Blenz Coffee Gift Baskets Valued at $100 Each

THE CANADIAN BREAST CANCER FOUNDATION BATTING AGAINST BREAST CANCER™ CONTEST (THE “CONTEST”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO ALBERTA LAW. THE CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY (EXCLUDING THE PROVINCE OF QUEBEC). DO NOT ENTER THIS CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF CANADA (EXCLUDING THE PROVINCE OF QUEBEC). NO PURCHASE IS NECESSARY. THE CONTEST IS ONLY OPEN TO PEOPLE WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR PROVINCE OF RESIDENCE. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

HOW TO PARTICIPATE:

1. ELIGIBILITY. To be eligible for this Contest, an individual must:

   a) be a legal resident of Canada (excluding the Province of Quebec); and
   b) have reached the age of majority in his/her province of residence.

Employees of the Canadian Breast Cancer Foundation (“CBCF” or the “Sponsor”) its advertising and promotional agencies, and the household members and/or the immediate family of any of the above, are not eligible to participate in the Contest. For the purpose of these Contest Rules, “immediate family” means husband, wife, spouse, common law spouse, mother, father, grandmother, grandfather, brother, sister, son and/or daughter, whether or not they reside in the same household.

CBCF shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to CBCF for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. CBCF reserves the right to disqualify any entry or entrant in its and their sole discretion, should any entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.
1.2 CONTEST PERIOD:

Starting at 9:00 a.m. Mountain Standard Time ("MST") February 1, 2016 to 9:00 p.m., MST, June 17, 2016.

1.3 CONTEST ENTRY:

A. Each Batting Against Breast Cancer™ Team should designate a “Team Captain” who will be the point of contact for the program. The Team Captain enters the contest by registering online on either of the following web pages:

Batting Against Breast Cancer™ Calgary:
http://www.cbcf.org/prairies/GetInvolved/Events/Batting-Against-Breast-Cancer/Pages/Calgary.aspx

Batting Against Breast Cancer™ Edmonton:
http://www.cbcf.org/prairies/GetInvolved/Events/Batting-Against-Breast-Cancer/Pages/Edmonton.aspx

Contest entry may be made at any time during the submission period by completing the registration form, which must be legible and all mandatory fields must be completed (your “Submission”). Your Submission must be received by 9:00 PM MST on Friday, June 17, 2016. For purposes of these Contest Rules, the Submission is sometimes referred to as the “Entry”. No Entries will be accepted by any other means.

B. The entry into the Contest must be submitted by the Team Captain associated with the Entry. The potential winner may be required to provide CBCF with proof that the potential winner is the Team Captain associated with the winning Entry.

1.4 AWarding OF PRIZE:

The Prize will be awarded to the designated Team Captain whose contact information (name, telephone number or email address, mailing address) has been provided in the Submission.

2. PRIZE.

Two (2) Blenz Coffee gift baskets featuring a selection of coffee, tea, tea pots & reusable coffee mugs.

a) The Prizes (or prize certificates) will be delivered to the winner by courier service using the mailing address provided by the winner on the Submission after the winner has been successfully contacted and notified of his/her Prize and provided he/she has complied with the Contest Rules.

b) Prize must be accepted as awarded and cannot be transferred, substituted or redeemed for cash. CBCF reserves the right, in its sole discretion, to substitute any Prize for another prize of equal or greater value.
2.1 **ODDS:**

The odds of being randomly selected to win a Prize depends on the total number of eligible entries received during Contest Period.

2.2 **WINNER SELECTION**

One (1) Submission shall be selected randomly from the pool of eligible entries in Calgary & Edmonton. Before being declared a winner, the Team Captain of the selected Submission will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged telephone call, and must have complied with the Contest Rules.

2.3 **WINNER NOTIFICATION:**

THE SELECTED POTENTIAL WINNER WILL BE NOTIFIED BY EMAIL MESSAGE NO LATER THAN 5:00 PM MST on June 24, 2016. Upon notification, the selected potential winner must respond by telephone to the contact number provided in the notification within five (5) business days of notification. If a selected potential winner does not respond in accordance with these Contest Rules, he/she will be disqualified and will not receive the Prize, and another potential winner may be selected in CBCF’s sole discretion, in which case, the procedures described above regarding a potential winner will apply. CBCF or its representatives will attempt to contact each alternate potential winner by phone and the alternative potential winner must respond by telephone to the contact number provided in the notification within five (5) business days of notification and these Contest Rules shall otherwise apply to such alternate selected entrant.

3. **RELEASE.**

Before being declared a winner, the potential winner will be required to execute a release in the form provided by CBCF ("Release") that confirms his/her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of CBCF, Blenz Coffee, and their respective directors, officers, employees, agents and volunteers (collectively, the "Released Parties") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and (iv) agreement to grant CBCF the unrestricted right and license, in CBCF’s sole and absolute discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the winner’s Submission in any and all social media, CBCF’s website and other forms of media now known or hereafter devised (including print, online, broadcast, radio), in connection with the this Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of delivery thereof to the potential winner or the potential winner will be disqualified and forfeit his/her claim to the Prize.

4. **INDEMNIFICATION BY ENTRANT.**
By entering this Contest, each entrant releases and holds the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, any breach of these Contest Rules by the entrant, or in any Prize-related activity.

5. LIMITATION OF LIABILITY.

CBCF and the Released Parties: (1) assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses or replies, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry, any communications to a potential Winner, and the receipt or non-receipt by CBCF of any response, confirmation, document or other communication by a potential winner or any other entrant; (2) are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest; (3) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries; (4) are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise; (5) are not responsible for any injury or damage caused to entrant relating to or resulting from participating in the Contest; (6) are not responsible or liable for any injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize; and (7) assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of CBCF, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest. This Contest is neither affiliated with nor endorsed by Blenz Coffee.

6. CONDUCT.

By entering this Contest, each entrant agrees to be bound by these Contest Rules, which will be posted on the Batting Against Breast Cancer™ website and available at the Canadian Breast Cancer Foundation – Calgary Office, 300-1324 17 Avenue SW, Calgary, AB T2T 5S8 and the Canadian Breast Cancer Foundation – Edmonton Office, HSBC Bank Place, 18th Floor 10250 101 Street, Edmonton, AB T5J 3P4 throughout the Contest Period. Each entrant further agrees to be bound by the decisions of CBCF, which shall be final and binding with respect to all aspects of the Contest, including without limitation, eligibility and/or disqualification of Entries. CBCF reserves the right, in its sole and absolute discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) acting in an unseemly or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL
AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CBCF RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

7. PRIVACY / USE OF PERSONAL INFORMATION.

By participating in the Contest each entrant: (a) grants to CBCF the right to use his/her name, mailing address, telephone number and e-mail address (the “Personal Information”) for the purpose of administering the Contest, including but not limited to contacting the potential winner; (b) grants to CBCF the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all social media, CBCF’s website and other forms of media now known or hereafter devised (including print, online, broadcast, radio), without further compensation unless prohibited by law, and (c) acknowledges that CBCF may disclose his/her Personal Information to third-party agents and service providers of any of CBCF in connection with any of the activities listed in (a) and (b) above. CBCF and any third party agents of CBCF will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with CBCF’s Privacy Policy available at: http://www.cbcf.org/central/AboutUsMain/Documents/CBCF_OP10_PrivacyPolicy.pdf

8. INTELLECTUAL PROPERTY.

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations used in connection with Contest are owned or licensed by CBCF and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

CANADIAN BREAST CANCER FOUNDATION is a trade-mark of the Canadian Breast Cancer Foundation.

9. TERMINATION.

CBCF reserves the right, in its sole discretion, to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice.

10. LAW.

These are the official Contest Rules. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over CBCF. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and CBCF in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Alberta including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.

11. RULES TO GOVERN.
In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.