

Allergy Aware Challenge Rules and Regulations:

OFFICIAL FOOD ALLERGY CANADA – ALLERGY AWARE CHALLENGE RULES

THE ALLERGY AWARE CHALLENGE (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL, PROVINCIAL, TERRITORIAL AND MUNICIPAL LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. BY ENTERING THIS CONTEST YOU ACCEPT THAT YOUR PARTICIPATION AND THE CONTEST WILL BE GOVERNED BY THESE CONTEST RULES, WHICH RULES CONSTITUTE A BINDING AGREEMENT BETWEEN THE ENTRANT AND FOOD ALLERGY CANADA WITH RESPECT TO THE CONTEST (“**CONTEST RULES**”).

1. ENTRANT ELIGIBILITY

To be eligible for this Challenge, you must be a publicly-funded elementary or secondary school, including, without limitation, public and separate schools located in Canada. Only schools meeting this requirement will be considered eligible entrants (the “**Entrant**”).

Food Allergy Canada has the right at any time to require proof of an Entrant’s eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All information supplied to Food Allergy Canada for the purpose of the Contest must be truthful, complete, accurate and in no way misleading.

2. FOOD ALLERGY CANADA

Food Allergy Canada is a not for profit charity incorporated under the Corporations Act (Canada), located at 2005 Sheppard Avenue East, Suite 800, Toronto, Ontario, M2J 5B4.

3. TERM

The Contest begins 12:00 pm EST on September 3, 2015 and ends November 30, 2015, midnight EST. All entries must be received by midnight EST on November 30, 2015, (the “**Contest Period**”). Information on how to enter and the Prize Package (as defined below) form part of these Contest Rules.

4. HOW TO ENTER

- a) No purchase is necessary to enter the Contest. To enter, a principal, vice-principal or other designated person who is part of the administration of the Entrant and who is not a student enrolled at the Entrant shall be selected by the Entrant and identified on the Entry form (the “**Designate**”). The Designate shall take the Anaphylaxis in Schools: What Educators Need to Know course at www.allergyaware.ca, pass the review quiz, and obtain their certificate of completion between the dates of September 3, 2015 and November 30, 2015. Entrants will then submit the certificate and entry form to info@foodallergycanada.ca or mail to Food Allergy Canada at 2005 Sheppard Avenue East, Suite 800, Toronto, Ontario, M2J 5B4.
- b) Limit of one (1) entry per School during the Contest Period.

5. THE PRIZE PACKAGE

Each prize package consists of: (i) \$1,000 award which the Entrant hereby agrees to use solely for the purposes set out in the Entry form under the heading “How will your school use the \$1000” and for no other purpose, and (ii) an Anaphylaxis Tool Kit containing educational resources to help raise awareness and educate within the school community (collectively the “Prize”). Prize transfer or assignment by the winner is NOT permitted. The Prize must be accepted as awarded without substitution and is not transferable.

6. WINNER SELECTION

Under the supervision of a third party, winners will be randomly selected by the management of Food Allergy Canada from the pool of Entrants on December 2, 2015. Odds of winning will depend on the number of eligible entries received.

There will be five prizes. Five winners will be selected, one from each of the following 5 regions. A prize package will be awarded to the winner in each region:

Region 1 – British Columbia, Yukon

Region 2 – Alberta, Manitoba, Saskatchewan, Northwest Territories, Nunavut

Region 3 – Ontario

Region 4 – Quebec

Region 5 – Prince Edward Island, Newfoundland & Labrador, New Brunswick, Nova Scotia

However, in the event that there are no entries for any of the above regions, or in the event the only entry in any region is disqualified by Food Allergy Canada as set out below, the prize designated for that region will be allocated to the region with the most Entrants and awarded to another Entrant randomly selected from that region.

Food Allergy Canada reserves the right to disqualify a winner and to randomly select a different winner from the winner’s region if, in Food Allergy Canada’s sole and absolute discretion, Food Allergy Canada determines, at any time prior to awarding the Prize, that the Entrant has not complied with these rules or in the event that Food Allergy Canada is not satisfied that the Prize will be used by the Entrant for an appropriate purpose.

The decisions of Food Allergy Canada are final and binding.

Winners will be notified in writing by mail or electronic mail on or about December 4, 2015. The prize winners will be named by Food Allergy Canada (2005 Sheppard Avenue East, Suite 800, Toronto) on December 11, Noon EST, 2015 and the winning result will be posted on the Food Allergy Canada Website.

Food Allergy Canada will deliver the prizes to the winners by December 18, 2015.

7. PUBLICITY RIGHTS

The winning Entrant and its Designate hereby consent, for no further consideration, to the use of their name, logo, emblem, and image for reasonable publicity purposes by Food Allergy Canada, including the publication of same via the Food Allergy Canada website, newsletters, traditional media and social media. The winning Entrant will provide a link from their social media sites and/or websites to the Food Allergy Canada website for a period of at least 6 months following the aware of the Prize. Winning Entrants or Designates will consent to any good faith requests for photographs or interviews and or other reasonable requests to publicize their success in the Contest and their use of the prize.

8. LIABILITY AND INDEMNITY

By entering the Contest, the Entrant confirms the Entrant's eligibility for the Contest, compliance with Contest Rules, acknowledgement of the Prizes offered, and hereby releases and holds Food Allergy Canada and its affiliates and/or related companies and each of their representatives harmless from any and all liability for any injuries, loss or damage of any kind whatsoever to the Entrant or any other person, including personal injury, death, or property damage, and cost or expense, resulting in whole or in part, directly or indirectly, from acceptance, possession use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or any other related activity. The Entrant agrees to fully indemnify Food Allergy Canada and its affiliates from any and all claims by third parties, as related to the contest, without limitation.

Should the Entrant be selected as the winner, Food Allergy Canada may require additional releases to be signed solely at Food Allergy Canada's discretion.

Food Allergy Canada assumes no liability for lost, late, incomplete or damaged entries.

Food Allergy Canada assumes no responsibility for any technical difficulties associated with submission of the Entry.

9. TERMINATION

Subject to applicable law, Food Allergy Canada reserves the right, at any time prior to the Prize being awarded, subject to its sole discretion, to terminate and/or modify the Contest at any time and for any reason.

10. PRIVACY

By participating in the Contest, the Designates grant Food Allergy Canada the right to use his/her name, school name and mailing address, telephone number, and e-mail address ("**Personal Information**") for the purpose of administering the Contest, including, but not limited to, contacting and announcing the winner.

Food Allergy Canada respects your privacy and is committed to protecting the information you share with us. Food Allergy Canada confirms that any Personal Information you provide to us will only be collected and/or used for the purposes of the Contest, as provided for in the Contest Rules, and will be managed in accordance with Food Allergy Canada's privacy policy (found at www.foodallergycanada.ca and/or applicable laws).

11. GOVERNING LAW

This Contest shall be governed by the laws of Ontario and the laws of Canada applicable therein. Any dispute with respect to the contest shall be determined by a court of competent jurisdiction in Ontario and the Entrants hereby agree to attorn to the jurisdiction of the Ontario courts for the purpose of the resolution of such dispute.