## **Charles J Andrew Healing Centre (CJAHC) - Valentines Giveaway**

## **OFFICIAL CONTEST RULES**

- Eligibility: This campaign is open to everyone! Employees of CJAHC, advertising and promotion agencies, and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign.
- Agreement to Rules: By participating, the contestant agrees to be fully
  unconditionally bound by these rules, and you represent and warrant that you
  meet the eligibility requirements. In addition, you agree to accept the decisions of
  CJAHC as final and binding as it relates to the content of this campaign.
- Campaign Period: Entries will be accepted online starting on February 4, 2025 and ending at 11:59 pm on February 11, 2025
- How to Enter: The campaign must be entered by liking CJAHC Facebook page and commenting on the giveaway post on the CJAHC Facebook Page or Instagram Page.
   The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of CJAHC.
- Prizes: There will be 1 winner of this campaign. The winner will receive a dinner for two at Mamattuk valued at \$150. The prize is non transferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for CJAHC to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.
- Odds: The odds of winning depend on the number of eligible entries received.
- Winner Selection and Notification: Winner will be selected at random by the marketing agency for CJAHC. Winner(s) will be notified by Facebook Messenger within five (5) days following selections of the winner(s). CJAHC shall have no liability for the winner's failure to receive notices due to spam, junk e-mail, or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 3 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate winner selected.
- Rights Granted by You: By entering this content, you understand and agree that CJAHC and anyone acting in compliance to this content shall have the right, where

permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless CJAHC from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which CJAHC may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

- Terms & Conditions: CJAHC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond CJAHC control. In such a case, CJAHC may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by CJAHC. CJAHC reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. CJAHC has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, CJAHC reserves the right to seek damages to the fullest extent permitted by law.
- Limitation of Liability: By entering, You agree to release and hold harmless CJAHC and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized

- human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
- Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF Canada AND Newfoundland and Labrador, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Newfoundland and Labrador having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.
- Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the CJAHC website. To read the Privacy Policy, visit: https://cjay.org/privacy-policy/