



## SUNSHINE COAST FOUNDATION (THE “FOUNDATION”)

### COASTIES CONTEST RULES & REGULATIONS

These rules are the standard terms and conditions applicable to the Foundation’s Coasties Contest (the “**Contest**”), which may be entered through the appropriate links on the contest website through a web form, by email or regular mail (as defined below). The Contest is intended to be conducted in Canada only and shall be construed and evaluated according to the applicable Canadian Law. No purchase is necessary. Participants must have reached the age of majority of the province of British Columbia (19 years) at the time of entry. Void in whole or part where prohibited by law. Entry in the Contest constitutes acceptance of these contest rules (the “**Contest Rules**”).

1. **ELIGIBILITY.** To be eligible for the Contest, an individual must:
  - (a) be a current resident of the Sunshine Coast Regional District, British Columbia, comprised of the following three Municipalities and five Electoral Areas: District of Sechelt, Town of Gibsons, shíshálh Nation Government District, Area A: Egmont / Pender Harbour, Area B: Halfmoon Bay, Area D: Roberts Creek, Area E: Elphinstone, and Area F: West Howe Sound;
  - (b) have reached the age of 19 years at the time of entry; and
  - (c) make a short, written submission (maximum of 1,500 characters – approximately 250 words) sharing a personal reflection on what the notion of “community” means to you and/or your family and accompany it with a photograph illustrating your submission (the “**Submission Materials**”).

Employees, Board of Directors, and Board Advisors (and their parents, siblings and children, and persons domiciled with employees, Board of Directors or Board Advisors) of the Foundation or their respective agents, parent, affiliated or related companies, subsidiaries, divisions, prize suppliers, Contest sponsors, and promotional and advertising agencies and administrators, are ineligible to enter the Contest.

The Foundation 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 within 48 hours of the Foundation’s request may result in disqualification. All personal and other information requested by and supplied to the Foundation for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Foundation reserves the right, in its sole discretion, to disqualify any Entrant (defined below) should such an Entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. **AGREEMENT TO RULES.** By Participating in the Contest, an eligible individual (the “**Entrant**”) agrees to be fully and unconditionally bound by the Contest Rules and the Entrant represents and warrants that they meet the eligibility requirements. In addition, the Entrant agrees to accept the decisions of the Foundation as final and binding as it relates to the content of the Contest.
3. **CONTEST PERIOD.** The Contest submission period is from Friday, September 13, 2024 at 12:00 p.m. Pacific Standard Time (“**PST**”) to Sunday, October 13, 2024 at 4:59 p.m. PST (the “**Contest Period**”) after which time the Contest will be closed and no other entries shall be accepted.

#### 4. HOW TO ENTER.

- (a) No purchase is necessary. To enter, go to the Contest website located at [www.coastiescontest.com](http://www.coastiescontest.com) (the “**Contest Website**”) and complete and submit the Submission Materials prior to the end of the Contest Period through the web form or by downloading the “Coasties Contest Entry Form” and submitting the Submission Materials by email to [community@sunshinecoastfoundation.org](mailto:community@sunshinecoastfoundation.org) or by regular mail to: Sunshine Coast Foundation, PO Box 1343, Sechelt, BC V0N 3A0.
- (b) The Submission Materials must also include the Entrant’s name, residential address, age, email and phone number.
- (c) Limit of one submission per person during the Contest Period. In the case of multiple entries by the same individual, only the first submission will be eligible and the remainder will be void.
- (d) All entries and Submission Materials become the sole property of the Foundation and will not be returned for any reason. Entries must be received prior to the Contest Period submission deadline on October 13, 2024 at 4:59 p.m. PST. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with the Entrants except with those selected as a potential winner of the Contest.
- (e) Submissions shall be deemed to be submitted by the individual whose name is indicated in the web form, email, or mailing address associated with the submission. The selected Entrant may be required to provide the Foundation with proof within 48 hours of request by the Foundation that the selected Entrant is the individual indicated or associated with the web form, email, or mailing address.
- (f) In the circumstances of the Concert, if the artist and/or any of their band members are unable to attend the applicable concert or event or a concert or event is cancelled for any reason whatsoever, the Grand Prize and any prize portions shall be deemed fulfilled and such prize or prize portions will not be substituted, except at the sole discretion of the Foundation.
- (g) Each Entrant agrees that their submissions in connection with the Contest can be posted on the Foundation’s and its affiliates owned or controlled websites, viewing galleries and/or social media platforms. Each Entrant warrants that:
  - (i) their submission does not contain any material that is libelous, defamatory, profane or obscene;
  - (ii) their submission is original and all rights, title and interests (including copyright) is owned and/or controlled by the Entrant to allow the Foundation and its affiliates to use the Entrant’s submission as contemplated by the Contest Rules; and
  - (iii) their submission does not infringe upon the intellectual property or other statutory or common law rights of any third party.

## 5. PRIZES.

A total of three (3) prizes (the “**Prizes**”) are available to be won:

- (a) There is one (1) grand prize (the “**Grand Prize**”) available to be won, consisting of two components, which include:
  - (i) \$1,000 donated by the Foundation and in honour of the winner to either:
    - (A) a local registered charity or other qualified donee. The winner may suggest the local registered charity or qualified donee to whom the donation will be made. The Board of Directors of the Foundation, in accordance with its policies, will have final approval over the selection of the charity or qualified donee to whom the donation will be made; or
    - (B) to an existing fund of the winner’s choosing, already held by the Foundation;
  - (ii) two (2) tickets to Taylor Swift’s concert, “The Eras Tour,” on Sunday, December 8, 2024 at BC Place, Vancouver (the “**Concert**”), including:
    - (A) a one (1) night’s stay for two (2) at a hotel located in downtown Vancouver;
    - (B) roundtrip ferry travel with BC Ferries between Langdale and Horseshoe Bay for two (2) persons travelling in one standard vehicle; and
    - (C) \$200 in spending money.

The Grand Prize value is based on the availability of accommodation and ferry travel at the time of booking for two people and one standard vehicle.

- (b) There are two (2) runners-up prizes (the “**Runners-up Prizes**”) available to be won, each consisting of one component:
  - (i) \$500 donated by the Foundation and in honour of the winner to either:
    - (A) a local registered charity or other qualified donee. The winner may suggest the local registered charity or qualified donee to whom the donation will be made. The Board of Directors of the Foundation, in accordance with its policies, will have final approval over the selection of the charity or qualified donee to whom the donation will be made; or
    - (B) to an existing fund of the winner’s choosing, already held by the Foundation;
- (c) The Grand Prize and Runners-up Prizes must be accepted as awarded and cannot be transferred, assigned, substituted, sold to other parties or redeemed for cash, except at the sole discretion of the Foundation. Any unused portion of the Grand Prize or Runners-up Prizes will be forfeited and have no cash value. The Foundation reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the Grand Prize or Runners-up Prizes (or any portion thereof) cannot be awarded for any reason. The Grand Prize winner and their travelling companion are solely responsible for all costs not expressly described herein, including, without limitation, as applicable, all

transportation (except included ferry transportation), taxes, fuel/currency surcharges, meals and beverages, room service, gratuities, parking, merchandise, telephone calls, insurance, any required travel documentation and all personal expenses of any kind of nature. Specific elements of the Grand Prize are subject to availability and change without notice or compensation. It is the sole responsibility of the Grand Prize winner and their travelling companion to obtain all necessary travel documentation including passports and visas (if applicable), and to comply with any customs and immigration requirements, as applicable. It is recommended that the Grand Prize winner and their travelling companion obtain sufficient personal insurance prior to departure. No change in travel arrangements can be made by the Grand Prize winner once their booking has been confirmed. In order to take advantage of the Grand Prize, the Grand Prize winner and their travelling companion will require access to a private vehicle (or alternative means of transportation) at their expense.

- (d) If the Grand Prize winner and their travelling companion cannot complete travel by the specified date or attend the Concert, the Grand Prize must be forfeited by the Grand Prize winner in its entirety, unless the Foundation, in its sole discretion deems otherwise.

## 6. WINNER SELECTION.

- (a) Between or around October 21, 2024 to November 1, 2024, a representative of the Foundation will select three submissions by a random draw from all eligible entries received during the Contest Period (the “**Draw Date**”). The first Entrant randomly drawn will be assigned the Grand Prize and the second or third Entrants randomly drawn will be assigned the Runners-up Prizes. The odds of being selected as a potential winner are dependent upon the number of eligible entries received. The selected Entrants will be contacted by email and/or phone within approximately seven days after the Draw Date, using the contact information provided in the web form, email or regular mail, with instructions on how to fully comply with the Contest Rules in order to be declared a winner. In the event a selected Entrant cannot be contacted within 48 hours of the Foundation’s initial attempt, they will be disqualified and an alternative Entrant will be selected. The Foundation is not responsible for the failure, for any reason whatsoever, of a selected Entrant to receive notification or for the Foundation to receive a selected Entrant’s response. Proof of identification and current residence must be provided upon request within 48 hours.
- (b) Before being declared a winner, the selected Entrants will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by email and to sign and return the Release (described below).
- (c) Under no circumstances will the Foundation be responsible for awarding more prizes than as expressly contemplated in the Contest Rules.

## 7. RELEASE. Before a selected Entrant is awarded any one of the Prizes, the Foundation may require the selected Entrant (and in the case of Grand Prize, their travelling companion, and in the event of a minor travelling companion, their legal guardian) to sign and return, within the time stipulated by the Foundation, a full release and indemnity in the form presented by the Foundation. Whether or not such a release is required, each Entrant, by submitting to the Contest:

- (a) acknowledges and agrees that they have read and understood the Contest Rules;
- (b) grants all consents required;

- (c) authorizes the Foundation to disclose, broadcast, publish or disseminate their Personal Information (as further defined in Rule 11), including name, place of residence, photography, likeness, sobriquet and voice inside or outside of Canada for the period of one year, in connection with any promotion or publicity, and/or for general news, entertainment and information purposes, at no additional compensation to the selected Entrants and/or their travelling companion beyond the awarding of or participation in the Prizes;
- (d) will accept the Grand Prize or one of the Runners-up Prizes as offered if they are selected as the Grand Prize winner or one of the Runners-up Prizes winners;
- (e) releases the Foundation from any and all liability of any kind arising out of the selected Entrants' and/or the Grand Prize winner's travelling companion's participation in the Contest and receipt and use of the Grand Prize or Runners-up Prizes; and
- (f) shall indemnify the Foundation for any loss, injury, accident, misfortune or damage which results from any of their negligent and or wilful misconduct in connection with the Contest or the use and/or receipt of one of the Prizes.

In the event that the selected Entrant for the Grand Prize and/or their travelling companion do not comply with all the provisions of the Contest Rules, the Foundation shall have the right to disqualify the selected Entrant and/or their travelling companion and select an alternate Entrant and the Foundation shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to the selection and notification of a selected Entrant for the Grand Prize and/or their travelling companion, shall be applied, with the necessary amendments, until a qualified Grand Prize winner and their travelling companion have been duly confirmed for the Grand Prize.

In the event that one or both of the two selected Entrants for the Runners-up Prizes do not comply with all the provisions of the Contest Rules, the Foundation shall have the right to disqualify one or both of the selected Entrants and select one or two alternate Entrants and the Foundation shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to the selection and notification of a selected Entrant for the Runners-up Prizes, shall be applied, with the necessary amendments, until two qualified winners have been duly confirmed for the Runners-Up Prizes.

8. **INDEMNIFICATION BY ENTRANT.** To the fullest extent permitted by law, the Entrant shall defend, indemnify and hold the Foundation and their employees and agents harmless from and against any and all claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property regarding the submissions provided. If the Foundation's use of the submission provided by the Entrant is enjoined based on the intellectual property infringement claim, the Entrant shall, at their own expense, either procure for the Foundation the right to continue using the submission or, after consulting with the Foundation and obtaining the Foundation's consent, replace or modify the submissions with substantially similar and functionally equivalent non-infringing the submission. In addition to other remedies that the Foundation might have for breach of the Contest Rules, the Entrant agrees to indemnify and hold harmless the Foundation from any breach of the Contest Rules, including but not limited to the payment of reasonable attorney fees and costs.
9. **LIMITATION OF LIABILITY.** The Foundation assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses or replies, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of a submission. The Foundation is not responsible for any

incorrect or inaccurate information, whether caused by the Contest Website users or 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. The Foundation assumes 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, submission. The Foundation is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, on account of technical problems or traffic congestion on the Internet, at any website including the Contest Website, or on any account of any combination of the foregoing or otherwise. The Foundation is not responsible for any injury or damage to any Entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. The Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prizes or aspect thereof. The Foundation assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including for reasons beyond the control of the Foundation, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the Contest Website, or other factors impacting the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest Website. In no event will the Foundation be liable 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 Prizes or aspect thereof, participation in the Contest, any breach of the Contest Rules, or any Prizes-related activity, including any injury, death or loss while travelling to or from the Concert.

- 10. CONDUCT.** By participating in the Contest, each Entrant agrees to be bound by the Contest Rules. The Entrants agree to be bound by the decisions of the Foundation, which shall be final and binding in all respects. The Foundation reserves the right, in its sole discretion, to disqualify any Entrant, or revoke one of the Prizes from any winner, found to be:
- (a)** violating the Contest Rules;
  - (b)** tampering or attempting to tamper with the submission process or the operation of the Contest Website, or any related promotional website;
  - (c)** violating the terms of service, conditions of use and/or general rules or guidelines of the Foundation's property or service; and/or
  - (d)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE FOUNDATION RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.**

The Contest's Grand Prize winner and their travelling companion must at all times behave appropriately when taking part in the Grand Prize and observe the Contest Rules and any other rules or regulations (including those imposed by the Grand Prize suppliers) during their Grand Prize-related travel. The Foundation reserves the right to disqualify any winner of the Contest's Grand Prize and/or their travelling companion who breaks such rules and/or fails to behave appropriately.

**11. PRIVACY / USE OF PERSONAL INFORMATION.**

- (a) "Personal Information" is information about an identifiable individual and includes the Personal Information described in Rule 7 and the Entrant's name, place of residence, country, postal code, and email address. By participating in the Contest, each Entrant:
- (i) grants to the Foundation the right to use their Personal Information for the purpose of administering the Contest, including but not limited to contacting and publicly announcing the winner;
  - (ii) if selected as a winner of one of the Contest Prizes, the Contest winners grant to the Foundation the right to use their Personal Information (including as described in Rule 7) for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law, as described in the Contest Rules; and
  - (iii) acknowledges that the Foundation may disclose the Contest winners' Personal Information to third-party agents and service providers of the Foundation in connection with any of the activities listed in (i) and/or (ii) above.

The Personal Information collected from the Entrants, the Contest winners and the travelling companion of the Grand Prize winner will be used for the purpose of administering or promoting the Contest, or as otherwise described in the Contest Rules. Personal Information is collected by the Foundation under the authority of the *Freedom of Information and Protection of Privacy Act*, [RSBC 1996] c 165. Except as set out in the Contest Rules or as consented to by the Entrant, the Contest winners, or the Grand Prize winner's travelling companion, the Foundation will not sell, share or otherwise disclose Personal Information to third parties except as permitted or required by law. Any inquiry concerning the Personal Information collected, used, disclosed or held by the Foundation should be directed to:

[community@sunshinecoastfoundation.org](mailto:community@sunshinecoastfoundation.org)

- (b) Each Entrant of the Contest will have the opportunity to opt-in to receive promotional communications from the Foundation. Personal Information of the Entrants who opt-in will be used in accordance with the Foundation's Privacy Policy at: <https://sunshinecoastfoundation.org/privacy-policy/>

**12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations used in connection with the Contest are owned by the Foundation 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.

**13. TERMINATION.** The Foundation reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reasons without prior notice.

**14. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The 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 the Foundation and/or the Contest. 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 the Foundation in connection with the Contest shall be governed by and construed in accordance with the laws

of the province of British Columbia, including procedural provisions without giving effect to any choice of law or conflict of law, rules or provisions that cause the application of any other jurisdiction's laws.

- 15. LANGUAGE DISCREPANCY.** 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 Website, the Contest web form, or point of sale, televisions, print, online or other advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
- 16. SOCIAL MEDIA.** The Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may be promoted and/or publicised. Any questions, comments or complaints regarding the Contest must be directed to the Foundation.
- 17. ACKNOWLEDGEMENT.** This promotion is in no way sponsored or administered by Taylor Swift, Firefly Entertainment, Inc., or their affiliates.