

## **#lightupdiabetes Twitter Party Giveaways**

### **OFFICIAL CONTEST RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

#### **1. CONTEST PERIOD**

The **#lightupdiabetes Twitter Party Giveaways** (the “Contest”) begins at 7:00:00 PM Eastern Time on February 15, 2017 and ends at 8:00:00 PM Eastern Time on February 15, 2017 (the “Contest Period”).

#### **2. ELIGIBILITY**

**Internet access and valid email account required.** The Contest is open to legal residents of Canada (excluding those living in the province of Quebec) who have reached the age of majority as of the date of entry. Excluded from eligibility are employees, agents and sales representatives of Ascensia Diabetes Care Canada Inc. (“Ascensia”) and (“Sponsor”) promotional agencies, fulfillment houses and prize suppliers, each of their respective parent, affiliated and related companies, suppliers of the materials and services related to this Contest, and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they reside) or households (whether or not related) of such employees, agents and sales representatives.

#### **3. HOW TO ENTER**

##### **NO PURCHASE NECESSARY**

**Internet access and valid email account required.** During the Contest Period enter by participating in the **#lightupdiabetes Twitter Party** and answering moderator questions when prompted.

**\*\*By entering the Contest you acknowledge and agree that you have read, understood and agree to be bound by these Official Rules, and entries are only valid if the entry is completed correctly and in accordance with these Official Rules. If you have not reached the age of majority in your Province or Territory of residence, you will not be able to participate in the Contest.**

#### **4. PRIZES**

There are five Prizes (all in Canadian Dollars) available to be won at the start of the Contest Period .

The number and value of prizes is limited to the following:

- Grand Prize
  - \$75 visa gift card
  - Accessory from <http://www.myabetic.com/>
  - Approximate Retail Value (“ARV”) for entire prize \$125;
  
- Second Prize:
  - \$50 visa gift card
  - Accessory from <http://www.myabetic.com/>
  - Approximate Retail Value (“ARV”) for entire prize \$75;
  
- Third Prize:
  - \$50 visa gift card
  - Accessory from <http://www.myabetic.com/>
  - Approximate Retail Value (“ARV”) for entire prize \$75;
  
- Fourth Prize:
  - \$50 visa gift card
  - Accessory from <http://www.myabetic.com/>
  - Approximate Retail Value (“ARV”) for entire prize \$75;
  
- Fifth Prize:
  - \$50 visa gift card
  - Accessory from <http://www.myabetic.com/>
  - Approximate Retail Value (“ARV”) for entire prize \$75;

The total retail value of all prizes is approximately \$425

Prizes will be awarded according to the schedule set out in Section 5.A below.

Limit: One (1) Prize per person.

## **5. HOW TO WIN**

### **A. PRIZE DRAW AND CHANCES OF WINNING**

During the Contest Period, three (5) Prizes (as defined in Rule 4 above) will be available to be won. Odds of being selected as eligible to win a Prize will depend on the total number of

eligible entries received during the period. If you are selected as eligible to win a Prize, you will be direct messaged on Twitter by the sponsor or its agent and asked to provide your email address. See prize claim conditions in 5.C. below.

#### **PRIZE PERIOD AND DRAW SCHEDULE**

All draws will take place during the Twitter Party:

<b>Begins</b>	<b>Ends</b>	<b>Draw Date</b>
<b>7:00:00PM EST February 15, 2017</b>	<b>8:00:00PM EST February 15, 2017</b>	<b>February 15, 2017</b>

#### **B. TO WIN A PRIZE**

Before being declared the winner, the selected entrant must first correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by email. The selected entrant will also be required to complete and return to Sponsor (or its authorized agent) by the deadline specified in the documents a written declaration and release (the "Declaration and Release"), declaring that the entrant is eligible to win the prize in accordance with these Official Contest Rules and releasing Sponsor, and all of their respective directors, officers, owners, partners, shareholders, employees, agents, representatives, successors and assigns from any liability in connection with this Contest, or the use, misuse or possession of any prize and any travel related thereto. Prizes will only be awarded to verified winners. Allow 4-6 weeks delivery for Prizes after return of a completed Declaration and Release.

Sponsor will contact the potential winner by email and schedule the administration of the skill testing question. Sponsor will email the Declaration and Release to them, which will need to be returned electronically within 24 hours of receiving it. The **original** signed release will also have to be mailed to Ascensia Diabetes Care within the same time period. If a potential winner (a) cannot be reached by direct post within twenty four hours of being selected; (b) fails to correctly answer the mathematical skill testing question; (c) fails to provide any required proof of eligibility, return the properly executed Declaration and Release within the specified time, or other non-compliance with these Official Rules then he/she may, at the Sponsor's sole discretion, be disqualified and another potential winner who will be subject to disqualification in the same manner will be selected from among the remaining eligible entries for the Contest Period. Sponsor will not be responsible for failed attempts to contact a potential winner.

#### **C. GENERAL PRIZE CONDITIONS**

THE PRIZE MUST BE ACCEPTED AS AWARDED. THE PRIZE MAY NOT BE SOLD OR TRANSFERRED. Ascensia reserves the right to substitute a prize of equal or greater value at its sole discretion. Ascensia makes no representations or warranties, and disclaims any implied warranties, with respect to the prize. Winners are solely responsible for all costs not specifically identified above as included in the prize.

## **6. PERSONAL INFORMATION**

Ascensia and its authorized agents will only use and disclose the personal information you provide when you register and enter the Contest for the purposes of administering the Contest and prize fulfillment, unless you otherwise agree. No further informational or marketing communications will be sent to the entrant by Ascensia unless the entrant provides Ascensia with explicit permission to do so. By accepting a prize, winner agrees to Ascensia's use of his/her name, city/province of residence, biographical information, statements, voice and likeness in any advertising and publicity Ascensia may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Aggregate and/or anonymized Contest winner information may be used by Ascensia to communicate about the Contest to its retailers and distributors. For further information about Ascensia's privacy practices, please see Ascensia's Privacy Policy at:

[https://www.ascensidiabetes.ca/PDF/PrivacyPolicy/EN/Ascensia\\_Privacy\\_Statement\\_December\\_2016.pdf](https://www.ascensidiabetes.ca/PDF/PrivacyPolicy/EN/Ascensia_Privacy_Statement_December_2016.pdf)

## **7. RIGHT TO VOID/TERMINATE/SUSPEND/MODIFY**

Any materials used in this Contest which have been tampered with, mutilated, altered, forged, reproduced, not legitimately obtained, are illegible or which contain or reflect computer, software, printing, production or other errors will be void. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, printing errors, programming errors, seeding errors, technical failures, or any causes beyond the reasonable control of Ascensia, which, in the sole opinion of Ascensia, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Ascensia may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above. No more than the above-stated number of prizes will be awarded. Should any error of any kind, whether technological, printing, production, human or otherwise, or any other event result in more prizes being claimed than the number stated above, the

prizes not yet awarded may be awarded in a random drawing from amongst all eligible claimants who have not yet received a prize. In any such drawing, the selected entrants must correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical time-limited skill-testing question to be administered by telephone, email or mail, and execute any documents as may be required before being declared a winner.

## **8. GENERAL CONDITIONS**

Winning a prize is contingent on fulfilling all the requirements set forth herein. All entries become the property of Ascensia and will not be returned or acknowledged. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. By entering this Contest, entrants agree to abide by these Official Contest Rules. Decisions of Ascensia and/or its agent will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Ascensia reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Website, violates the Official Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND ASCENSIA RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of the person who submitted an entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. All information provided by the participant must be complete and accurate. Ascensia will not be held responsible for any or all computer problems or a late/incomplete/erroneously sent prize claim.

## **9. LIMITATIONS OF LIABILITY AND RELEASES**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT ASCENSIA OR ITS AGENT, THEIR RESPECTIVE PARENT, RELATED AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASEES") HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) A PRIZE,

INCLUDING THE ACCEPTANCE, PARTICIPATION IN, MISUSE OR USE OF THE PRIZE AND ANY TRAVEL RELATED THERETO; B) ENTRY OR PARTICIPATION IN THIS CONTEST, OR C) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY.

Without limiting the foregoing, the Releasees, and any of Ascensia's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Twitter party participants, 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 processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest Judging Organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.