

## **Flood:ED Challenge Overview Official Rules and Regulations (the “Rules”)**

- 1. Sponsor of the Challenge.** The Flood:ED Challenge (the “Challenge”) is sponsored and administered by GreenLearning Canada (“GreenLearning”).
  
- 2. Eligibility – Who May Enter the Challenge.** Provided that the eligibility criteria listed below are satisfied, individuals who are residents of Canada (excluding Quebec) may enter the Challenge.
  
- 3. Eligibility Criteria.**
  - a) An entrant must be 18 years of age or older as of the Challenge End Date (defined below) (in these Rules, an individual who satisfies the eligibility criteria and submits an Entry [as defined below] is referred to as an “Entrant”).
  - b) Entrants are required to have Internet access and an active email account in order to participate, except if such a requirement is prohibited by any law, regulation, rule or authority.
  - c) An Entrant must be the designated leader of a group (generally referred to in these Rules, in the capacity of being a designated leader of a group, as the “Group Leader”) of two or more youth, however such group is organized, all of whose members are younger than 18 years of age as of the Challenge End Date (a group of youth is generally referred to in these Rules as a “Youth Group”) (to illustrate what is meant by a Youth Group, it can include, without limitation, a class in a school, a group of youth within a neighbourhood organization, a Scout or Guide group).
  - d) The following individuals are **not eligible** to participate in the Challenge: (i) employees of GreenLearning, as well as any affiliates and subsidiaries of GreenLearning; (ii) employees of all agencies, entities and persons engaged in the marketing and/or administration of the Challenge; (iii) any individual who is a judge of the Challenge; (iii) Immediate Family members (as defined below) of any of the foregoing; and (iv) any Leader of a Youth Group that includes as a member of the group a person who is an Immediate Family member of any person referred to above in (i), (ii) and (iii).
  - e) An Entrant must register for the Challenge with GreenLearning before submitting an Entry (as defined below), and in any case, no later than 11:59

p.m. on the day that immediately precedes the Challenge End Date (if an individual has not registered before submitting an Entry, and in any case by 11:59 p.m. on the day that immediately precedes the Challenge End Date, then that individual's Entry will be disqualified) (see the Challenge Website for details on how to register)

For the purpose of these Rules, the term "**Immediate Family**" means spouse (including by common law), mother, father, brother, sister, son and/or daughter (including by adoption), whether or not they reside in the same household.

#### 4. **Challenge Dates and Times.**

- a) The period of time (referred to as the "Entry Period") during which Entries may be submitted begins on **September 6, 2022 at 12:01am Pacific Time** (the "Challenge Start Date") and ends on **May 5, 2023 at 11:59pm Pacific Time** (the "Challenge End Date").
- b) An Entry submitted before the Challenge Start Date will automatically be disqualified, but that Entry may be resubmitted at or after the Challenge Start Date and not later than the Challenge End Date.
- c) After the Challenge End Date the Challenge will be closed and no further Entries will be accepted, and any Entry submitted after the Challenge End Date will automatically be disqualified.
- d) GreenLearning's computer is the official time-keeping device for the Challenge.

#### 5. **How to Enter the Challenge.**

- a) During the Entry Period (described, below), visit <http://www.greenlearning.ca/> website and follow the links (the "Challenge Website") for instructions on how to enter the Challenge by completing a form for entering the Challenge (a "Challenge Entry Form").
- b) All Entries must be submitted on a Challenge Entry Form.
- c) All submissions of a Challenge Entry Form must be submitted via the email address of the Entrant identified on the Challenge Entry Form or via the Challenge Website (each an "Entry").

- d) All Entries must be received only as directed on the Challenge Website by the Challenge End Date.
- e) As noted above, before submitting an Entry an Entrant must register for the challenge with GreenLearning, and in any case, no later than 11:59 p.m. on the day that immediately precedes the Challenge End Date.
- f) If a Challenge Entry Form is not completed correctly, then the Entry will be disqualified.
- g) In addition to a Challenge Entry Form, an Entry may include up to 5 supporting documents, including video and/or other media forms.
- h) If an Entry includes a picture showing the face of a member of the Youth Group in respect of which the Entry is submitted, then the Entry must also include a media release form of GreenLearning completed and signed by the parents or legal guardians of that member of the Youth Group.
- i) An Entry must consist of the work of the Youth Group of which the Entrant is the Group Leader.
- j) An Entrant may submit one, and only one, Entry from each Youth Group of which the Entrant is the Group Leader.
- k) Multiple Entries submitted by an Entrant for the same Youth Group will be disqualified, except that for each Youth Group that is a class within a school on the semestered system, one Entry from that Youth Group for each class from each semester that falls within the Entry Period may be submitted. Multiple entries from neighbourhood groups exceeding traditional class sizes may be considered at the discretion of GreenLearning.
- l) All Entries that are submitted are final: no changes or substitutions are allowed.

## **6. Winner Selection and Confirmation.**

- a) Following the close of the Entry Period, a panel of judges (the “Judges”) consisting of industry experts appointed by GreenLearning will select the top three Entries submitted during the Entry Period.

- b) The selection of an Entry as being among the top three Entries and therefore qualified for a Prize is subject to the Entrant who submitted the Entry complying with the Rules.
- c) For the purpose of selecting the top three Entries, the Judges will assess the Entries criteria outlined in the Challenge Submission Form (the "Assessment Criteria"):
  - GreenLearning will contact the winners via email/phone and the winners of the Prizes will be announced publicly on the Challenge Website on or about June 5, 2023.

## **7. Challenge Prizes.**

- a) There are three (3) prizes available to be won by Entrants on behalf of the Youth Group in respect of which they have submitted Entries. Prizes consist of the following: i) the first-place prize is \$1000, ii) the second-place prize is \$500 iii) the third-place prize is \$250 (the "Prizes").
- b) The winners of the Prizes must accept the Prizes as awarded and cannot transfer, assign or substitute the Prizes, except at the sole discretion of GreenLearning or as otherwise provided in these Rules.
- c) The outcome of the Challenge is dependent on the total number of eligible Entries received, the quality of each Entry and the Judges' application of the Assessment Criteria (as described above).

## **8. Notifying the Winners.**

- a) Within approximately 48 hours after June 5, 2023, the Entrants (each referred to as a "Top 3 Entrant") who submitted the three Entries determined by the Judges to be the top three Entries will be notified by GreenLearning by telephone or email using the information provided by the Entrant.
- b) Each Top 3 Entrant will be required to sign and return (scanned copy of original to be received by GreenLearning within five business days of the date of GreenLearning's notification, with the original document to follow by registered mail) a Declaration of Eligibility and Liability/Publicity Release that confirms the Top 3 Entrant's:

- eligibility for the Challenge and compliance with the Rules;
  - acceptance of the Prize as awarded;
  - release, to the fullest extent permitted by law, GreenLearning and its employees, directors, officers, suppliers, agents, sponsors and administrators (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Challenge, participation in any contest-related activity or the acceptance 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 therefrom;
  - grant to GreenLearning of the unrestricted right, in GreenLearning's sole discretion, to publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the winner's name, photograph, likeness, voice and biographical material in any and all media now known or hereafter devised, in connection with the Challenge and the promotion and exploitation thereof, without compensation, unless prohibited by law; and
  - grant to GreenLearning of an irrevocable license, free of charge, to use in all territories worldwide the idea(s) contained (and as expressed) in the winning Entry for the purpose of furthering and promoting the purposes and objects of GreenLearning, such license to be in respect of any and all media now known or hereafter devised.
- c) A Prize that is awarded, is awarded to the Entrant for use with and for the benefit of the Youth Group of which the Entrant is the Group Leader and in respect of which the Entrant submitted the Entry for which the Prize is awarded.
- d) If a Top 3 Entrant fails to respond within the stated timeline or refuses to sign and deliver to GreenLearning the Declaration of Eligibility and Liability/Publicity Release in the form provided, then that Top 3 Entrant will be disqualified, and an alternate will be selected by a process determined by GreenLearning in its sole discretion.
- e) Notification of a Top 3 Entrant is considered to have taken place at the time that GreenLearning makes contact with the Top 3 Entrant, either by telephone or by email, provided on the Top 3 Entrant's Challenge Entry Form.

- f) A Top 3 Entrant will be entitled to receive a Prize when GreenLearning receives the Top 3 Entrant's properly signed original of the Declaration of Eligibility and Liability/Publicity Release in the form provided.
- g) The winners of the Prizes will be announced on the Challenge Website on or about June 5, 2023.

**9. Privacy and Personal Information.**

- a) By entering the Challenge, each Entrant grants to GreenLearning the right to use his/her name, mailing address, telephone number and e-mail address (collectively, "Personal Information") as follows: (i) for the purpose of administering the Challenge, including but not limited to contacting and announcing the winners; and (ii) for publicity and promotional purposes relating to the Challenge, in any and all media now known or hereafter devised, without further compensation unless prohibited by law, such use shall only be with respect to the Entrant's name, city and country, state, province or territory of residence.
- b) In addition to the foregoing, each winner of a Prize who is an individual agrees that a photo of himself / herself (which the winner will submit to GreenLearning upon winner confirmation) may be used by GreenLearning for publicity and promotional purposes relating to the Challenge, in any and all media now known or hereafter devised, without further compensation unless prohibited by law.
- c) GreenLearning will use the Entrant's Personal Information only for identified purposes and will protect the Entrant's Personal Information in a manner that is consistent with GreenLearning's privacy policy located online at the Challenge Website.

**10. Termination.** GreenLearning reserves the right in its sole and absolute discretion to cancel, withdraw, amend, terminate or suspend the Challenge in whole or in part for any reason.

**11. Amendment of Rules.** Any amendments to the Rules will become binding upon all Entrants at the time they are posted to the Challenge Website. Entrants are advised to regularly check the Challenge Website for updates, notices and revisions to the Rules during the Entry Period.

**12. Governing Law.** The Challenge shall be governed by and construed in accordance with the laws of the Province of Ontario, without reference to the choice of law provisions of the Province of Ontario, and the laws of Canada applicable in Ontario. All aspects of all actions brought relating to



the subject-matter of the Challenge shall be governed by Ontario law, without reference to the choice of law provisions of the Province of Ontario.

**13. Jurisdiction and Venue.** The courts of the Province of Ontario (referred to as the “Court”) shall have exclusive jurisdiction to entertain and determine all disputes, claims, suits, actions and other proceedings of any nature or kind arising out of or in connection with the Challenge, including, without limitation, specific performance, injunction, declaration of damages or otherwise, both at law and in equity (collectively, an “Action”), and GreenLearning and each Entrant shall irrevocably submit to the exclusive jurisdiction of the Court and waive, and will not assert by way of motion, as a defence, or otherwise, in any Action that: (i) that they are not subject to the jurisdiction of the Court; (ii) the Action is brought in an inconvenient forum; (iii) the forum of the Action is improper; or (iv) the subject matter of the Action may not be enforced in or by the Court. In addition, the hearing of any Action shall take place in the Court located within the City of Waterloo, in the Province of Ontario.

**14. General Terms and Conditions.**

- a) By entering the Challenge, Entrants agree to be bound by the Rules (as they may be amended or replaced from time to time). In the event of a dispute regarding any aspect of the Challenge, GreenLearning will make the final ruling in its sole discretion. GreenLearning’s ruling on a disputed matter will be final and binding, and no communication or correspondence will be exchanged with Entrants regarding such ruling(s) unless otherwise required by law.
- b) GreenLearning is not responsible for any computer errors or malfunctions, any failure of the Challenge Website during the time that the Challenge is running, or any problems or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an Entrant's or any other person's computer or other property related to or resulting from downloading any material in the Challenge all of which may affect a person's ability to participate in the Challenge. Nor is GreenLearning responsible for lost, incomplete, late or misdirected Entries or selections, Entrant selections and submissions, theft, destruction or unauthorized access to, or alteration of, Entries.
- c) In submitting an Entry, an Entrant warrants that all components of the Entry are an original work, created by the Youth Group in respect of which the Entrant submits the Entry and over which the Entrant has all the necessary rights, title, and interest,

including copyright, and that the Entry does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy of any third party, living or deceased. Entrants will indemnify and hold GreenLearning harmless from and against any and all loss, damage, costs and other expense arising out of claims, whatever their nature, resulting directly or indirectly from breach of this warranty.

- d) All intellectual property rights in an Entry are retained by the Entrant who made the submission.
- e) GreenLearning shall have the right to maintain, display and use all Entries on its website in perpetuity.
- f) All references to currency are to Canadian dollars.
- g) All decisions of the Judges, in selecting the Top 3 Entrants, are final and binding on the Entrants.
- h) Any attempt to deliberately damage any website or to undermine the legitimate operation of the Challenge is a violation of criminal and civil laws, and should such an attempt be made, GreenLearning reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- i) All Entrants and the winners assume any and all liability for injuries caused, or claimed to be caused, by participating in the Challenge or the acceptance, possession or use of any Prize awarded, including, but not limited to, damages for personal injury or property damage.
- j) All Entries are subject to verification and GreenLearning reserves the right to cancel and revoke any Entries, if they are found, in the sole discretion of GreenLearning, to be inappropriate, offensive, derogatory or in any other way improper, or if the Entrant is found not to be eligible pursuant to the Rules. In the event of a dispute regarding who submitted an entry, online Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time that the Entry was submitted.
- k) This online competition is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations.