



Canadian Dermatology Association
‘Tell Me You’re Sun Smart Without Telling Me You’re Sun Smart’
TikTok Challenge Contest

EACH WINNER WILL BE REQUIRED TO SIGN DOCUMENTATION, SUCH AS A RELEASE, WITHIN 48 HOURS FROM POINT OF NOTIFICATION, AS MORE FULLY DETAILED BELOW.

BY ENTERING THE CONTEST YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

The **Canadian Dermatology Association’s ‘Tell Me You’re Sun Smart Without Telling Me You’re Sun Smart’ TikTok Challenge Contest** (the "**Contest**") is open in Canada (excluding Quebec) only. Void in whole or in part where prohibited by law. Entry in this Contest constitutes acceptance of, and agreement to be legally bound by, these Contest rules (the "**Contest Rules**").

1. **SPONSOR:** The Contest Sponsor is Canadian Dermatology Association (the "**Sponsor**"), with its head office located at 425-1385 Bank Street, Ottawa, ON K1H 8N4. This Contest is also administered by the Sponsor. Any questions, comments or complaints must be directed to the Sponsor. The Contest is in no way sponsored, endorsed or administered by, or associated with TikTok (the "Social Platform"). The Social Platform is hereby completely released of all liability by each entrant in this Contest. You may only use one (1) TikTok account (each, an "Account") to participate in this Contest. To be eligible to earn an Entry (defined below) in this Contest, your applicable Account must be set to allow your Entry to be viewed by the public and receive direct messages from the Sponsor.

2. **ELIGIBILITY.** To be eligible for this Contest, an individual must: (a) be a legal resident of Canada (excluding Quebec);

(b) either (i) have reached the legal age of majority in his/her province/territory of residence at the time of entry, or (ii) be 16 years of age or older, but have not reached the legal age of majority in his/her province or territory at time of entry (each, a "**Minor**") and whose parent/legal guardian has agreed, on such Minor’s behalf and on his/her parent/legal guardian’s own behalf, that each of them will be bound by these Contest Rules; and

(c) have a valid TikTok Account.

Employees, representatives and agents of the Sponsor, and its affiliates, subsidiaries, related companies, advertising and promotional agencies (collectively, "**Promotion Entities**"), and the immediate family members (i.e., parents, spouses, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related), are not eligible to participate in the Contest.

The Sponsor shall have the right to require proof of identity and/or eligibility to participate in the Contest, at any time and for any reason. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

NOTE TO MINORS: The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis or at any time and for any reason, to contact a Minor's parent/legal guardian for the purposes of verifying his/her: (i) agreement to be legally bound by these Contest Rules on such Minor's behalf and on his/her parent/legal guardian's own behalf; (ii) consent to the Minor's participation in this Contest; and/or (iii) consent to the collection of the Minor's personal information. Failure of a Minor's parent/legal guardian to complete any such required verification to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may, in the sole and absolute discretion of the Sponsor, result in the disqualification of such Minor.

3. **CONTEST PERIOD.** The Contest starts at 12:01 a.m. ET on May 9, 2022 and ends on May 27, 2022 at 11:59 p.m. ET (the "Contest Period").

4. HOW TO ENTER.

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. You can earn an entry in the Contest as follows:

(i) Follow **@CheckYourSkin** on TikTok;

(ii) Create a unique and original video incorporating at least one of the five sun safety measures (wide-brimmed hat, sunscreen, sunglasses, protective clothing, seeking shade);

(iii) Tag **@CheckYourSkin**; and

(iv) Use the hashtags **#Contest**, **#CheckYourSkin** and **#SunAwarenessMonth2022**.

(v) **Submit your email at checkyourskin.ca** Limit one (1) Entry per person and per Account. To be eligible, all content and materials associated with your Entry (collectively, the "Entry Materials") must: (i) be submitted and received in accordance with these Contest Rules during the Contest Period; (ii) include all required components and materials noted above; (iii) be in accordance with these Contest Rules, including, but not limited to, the specific Participation Requirements and Content Restrictions listed below; and (iv) be in accordance with the applicable terms, rules, policies and guidelines of the Social Platform (the "Social Platform Rules") (all as determined by the Sponsor in its sole and absolute discretion). Standard data rates apply to participants who choose to participate in the Contest via a mobile device (please contact your service provider for pricing and service plan information and rates before mobile device participation).

5. **PARTICIPATION REQUIREMENTS AND CONTENT RESTRICTIONS:** By participating in this Contest,

(a) you (and, if a Minor, your parent/legal guardian) hereby acknowledge, represent and warrant that, the Entry and Entry Materials you are submitting complies with the following restrictions:

(i) the Entry does not contain any material that is libelous, defamatory, profane or obscene, does not violate any laws relating to hate speech and/or does not contain any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion;

(ii) the Entry is original work, solely created by you (including images, music, video and artwork); this means the Entry does not contain content created by a third party (such as music, images, video or artwork);

(iii) the Entry does not infringe upon (and will not give rise to any claims whatsoever regarding) the privacy, intellectual property or other statutory or common law rights of any third party;

(iv) you have obtained all required consents form all individuals who may appear in the Entry being submitted;

(v) if a Minor is shown in the Entry, you have obtained the consent of the Minor's parent and/or legal guardian;

(vi) the Entry does not contain solely photos or photo collages;

(vii) the Entry does not contain brand names or trademarks other than those owned by the Sponsor;

(viii) the Entry does not promote alcohol, illegal drugs, tobacco, or firearms/weapons;

(ix) the Entry does not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;

(x) the Entry does not contain material that is unlawful, or in violation of, or contrary to any applicable laws, regulations, statutes, ordinances or guidelines; and

(xi) you complied with all applicable COVID-19 related orders, directives, guidelines, procedures and public health and safety regulations issued by the health regulator in your province when creating your Entry.

(b) You (and, if a Minor, your parent/legal guardian) agree that the Sponsor may, at any time, edit, modify or remove the Entry, in whole or in part, and may disqualify an entrant from the Contest if the Sponsor believes, in their sole discretion, that the entrant has breached any of the content restrictions noted above.

(c) Entries will not be returned to you and may be moderated or edited by the Sponsor as it deems appropriate. By submitting the Entry, the entrant (and, if a Minor, his/her parent/legal guardian) grants to the Sponsor, without limiting the Social Platform Rules as applicable, in perpetuity, a worldwide, non-exclusive, license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use his/her Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason in any type of media;, without further notice, obligation or compensation of any kind, and (ii) agrees to release and hold harmless the Releasees (defined below) from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

(d) You (and, if a Minor, your parent/legal guardian) waive all moral rights in and to any use of your Entry Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry Materials) pursuant to the rights granted in these Contest Rules.

6. PRIZES.

(a) There are a total of three (3) prizes available to be won in the Contest, as follows:

- One (1) prize consisting of a \$500 (CAD) Gift Card to Athletic Apparel Retailer selected at Sponsor's sole discretion;
- One (1) prize consisting of a \$500 (CAD) Gift Card to Athletic Apparel and Sporting Goods Retailer selected at Sponsor's sole discretion; and,
- One (1) prize consisting of a \$500 (CAD) Gift Card to Sunglasses Retailer selected at Sponsor's sole discretion.

(b) Winners are not entitled to monetary difference between actual prize value and stated ARV of the prize, if any.

(c) Each prize will be distributed within fifteen (10) business days after the winner has been successfully contacted, notified of his/her prize, confirmed as a winner and fulfilled the requirements set out herein.

(d) Each prize must be accepted "as-is" by the winner as awarded and cannot be transferred, exchanged, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a prize will be forfeited and has no cash value. All characteristics and features of each prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. Each winner is solely responsible for all costs not expressly described herein.

(e) Gift Cards are subject to the terms and conditions of the issuer applicable to such gift card.

(f) The Sponsor reserves the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.

(g) The Sponsor shall not assume any liability for lost, damaged or misdirected prizes.

7. WINNER SELECTION.

Winners shall be selected as follows:

(a) A draw will take place on or around 12:00 p.m. ET in Ottawa, Ontario, on **May 28th, 2022** where three (3) Entries will be selected by a random electronic draw from all eligible Entries received during the Contest Period to determine the selected prize winners. Prizes will be drawn in the order that they are listed above in section 6(a). The odds of being selected as a potential winner are dependent upon the number of eligible Entries received by the Sponsor during the Contest Period.

(b) Each selected entrant will be notified by TikTok direct message and by the email address provided by the entrant via checkyourskin.ca on the draw date. The Sponsor will make a minimum of two (2) attempts to contact the selected entrant by TikTok direct message and email on the draw date. Upon notification, each selected entrant must provide all required information in compliance with these Contest Rules, and the selected entrant's response must be received by the Sponsor within 5 business days. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive the prize and another entrant may be randomly selected, in the Sponsor's sole discretion, until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response.

(c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants after the Contest's closing dates to award the correct number of prizes.

(d) ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

(a) Before being declared a winner, each selected entrant shall be required to:

(i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question;

(ii) be in compliance with the Contest Rules, and

(iii) sign and return the Release (described below).

8. **RELEASE.** Each winner (and, if a Minor, his/her parent/legal guardian) will be required to execute a release and waiver ("**Release**") that confirms (among other things) winner's:

(a) eligibility for the Contest and compliance with these Contest Rules; (b) acceptance of the prize as offered; (c) release of the Promotion Entities and their respective subsidiaries, affiliates, related companies, employees, directors, officers, suppliers, agents, administrators, licensees, successors, assigns, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse 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.

The executed Release must be returned within five (5) business days or the selected entrant will be disqualified and the prize forfeited.

If a potential winner: (a) cannot be contacted as set out set out above, or if there is a return of a notification as undeliverable; (b) fails to correctly answer the math skill-testing question; (c) fails to return the properly executed Contest documents within the specified time; (d) cannot accept (or is unwilling to accept) a prize (as awarded) for any reason; and/or (e) is determined to be in violation of these Contest Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential winner in accordance with the procedure outlined above, with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

9. **PUBLICITY.** By accepting a prize, each Winner (and, if a Minor, his/her parent/legal guardian):

(a) grants to the Sponsor the irrevocable right to record, photograph or otherwise capture or document the winner's name, likeness, voice, or any statements the winner makes regarding the Contest or the prize, by any available means;

(b) agrees that any such captured material, together with any biographical information, such as name or place of residence, or your Entry (collectively, all such materials, the "Publicity Material") may be used by the Sponsor or its licensees, successors, or assigns in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry; (c) acknowledges that the Sponsor or its licensees, successors, or assigns shall not be required to compensate the winner, notify the winner, or request the winner's permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and (d) waives any rights that the winner may have or that may otherwise exist in connection with any use of the Publicity Material by the Sponsor, including any moral rights in any such Publicity Material.

10. **INDEMNIFICATION.** By entering the Contest, each entrant (and, if a Minor, his/her parent/legal guardian) hereby

releases and holds Releasees harmless from any and all liability 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 prize, participation in the Contest, any breach of the Contest Rules, or in any prize-related activity. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, including without limitation any claims of infringement of rights to copyright, privacy and/or personality.

11. LIMITATION OF LIABILITY. The Sponsor assumes no responsibility or liability for: (a) lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete Entries, notifications, responses, replies or any Release; (b) 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 an Entry; (c) any incorrect or inaccurate information, whether caused by 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; (d) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries; (e) any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the internet, at any website, or on account of any combination of the foregoing; (f) any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant (and, if a Minor, his/her parent/legal guardian) 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 prize. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest. The Releasees make no warranty, guaranty, or representation of any kind concerning any prize and disclaim any implied warranty, guaranty, or representation.

12. CONDUCT. By participating in the Contest, each entrant (and, if a Minor, his/her parent/legal guardian) agrees to be legally bound by the Contest Rules, which will be made available online on the Sponsor's Website. Each entrant (and, if a Minor, his/her parent/legal guardian) further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online Sponsor'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 undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including but not limited to criminal prosecution.

13. PRIVACY / USE OF PERSONAL INFORMATION.

(a) By participating in the Contest, entrant (and, if a Minor, his/her parent/legal guardian):

(i) expressly consents and grants to the Sponsor the right to use his/her name, mailing address, the Entry, telephone number, and email address for the purpose of administering the Contest, including but not limited to contacting and announcing the winners;

(ii) grants to the Sponsor the right to use his/her name, photograph or likeness, and the Entry for Contest

administration, publicity, and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and

(iii) acknowledges that the Sponsor may disclose his/her name, photograph or likeness, and the Entry to third-party agents and service providers acting on behalf of the Sponsor in connection with any of the activities listed in (i) and (ii) above.

(b) Without limiting any of the foregoing, by entering this Contest, each entrant (and, if a Minor, his/her parent/legal guardian) expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: <https://checkyourskin.ca/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

14. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, copyrights and any other intellectual property and trade secrets contained in any materials including without limitation print, digital and any other media are owned by the Sponsor and/or their affiliates, unless otherwise stated. All rights are reserved. Unauthorized copying or other use of such material without the express written consent of its owner is strictly prohibited.

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

16. **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 Sponsor. 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 Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws applicable therein including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL AN ENTRANT BE PERMITTED OR ENTITLED TO OBTAIN (AND HEREBY WAIVES ALL RIGHTS TO SEEK OR CLAIM) INJUNCTIVE, EQUITABLE, OR OTHER NON-MONETARY RELIEF OR AWARDS FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING LAWYERS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (IF ANY), NOT TO EXCEED TEN DOLLARS (\$10), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

17. **SEVERABILITY.** If any term or condition of the Contest Rules is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contest Rules.

18. **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 entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail.

19. **SPONSOR.** The Sponsor of the Contest and the address at which the Sponsor may be contacted is Canadian Dermatology Association, 425-1385 Bank Street, Ottawa, Ontario, K1H 8N4.