

# **Chance to win 1 of 50 \$2,000 scholarships from Smart Serve**

## **Official Contest Entry Rules**

THIS CONTEST IS FOR LEGAL RESIDENTS OF CANADA ONLY AND WILL BE INTERPRETED AND SUBJECT TO ALL CANADIAN FEDERAL, PROVINCIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.

Chance to win 1 of 50 \$2,000 scholarships from Smart Serve Contest (the “Contest”) is administered by 55 Rush Inc. (“The Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the Sponsor at 300-174 Spadina Ave, Toronto, ON M5T 2C2. By participating in this Contest, each contestant agrees to be legally bound by these Official Contest Entry Rules (the “Rules”).

### **1. CONTEST PERIOD**

The Contest is run by the Sponsor and will take place from June 26, 2025 to July 31st, 2025 at 11:59:59 p.m. EDT (the “Contest Period”). Contest Sponsors reserve their right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible entries.

### **2. ELIGIBILITY**

The Contest is open to all legal residents of Canada who:

- (i) reside in the province of Ontario;
- (ii) are sixteen (16) years of age or older as of the date of entering the Contest and who, if under the age of majority, have received the permission of a parent or guardian, who has agreed to be legally bound by these rules, (see Section 7.7 below) to enter the Contest and potentially become a winner of a prize; and
- (iii) are a graduate from a high school/secondary school in Ontario; and
- (iv) will be enrolled into a hospitality program in an Ontario College or University before the end of the 2025 calendar year; and
- (v) are not employees, representatives or agents of The Sponsor, and their affiliates, or the children of or anyone domiciled with such employees, representatives or agents (whether related or not).
- (vi) have agreed to comply with applicable laws (including, but not limited to, laws relating to libel and obscenity), assume responsibility for their activities, and not to harass, disrupt, abuse, or invade the privacy rights of others; and

- (vii) have read and accepted, and agreed to comply with these Rules.

For the purposes of these Rules, “Contest Group Entities” means the Sponsor, their respective parent, sister, affiliated and subsidiary companies, all advertising and promotion agencies, suppliers of prizes (including Smart Serve), materials and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest.

### **3. PRIZES**

**Prizes:** There are a total of fifty (50) Scholarship Prizes available to be won, each consisting of: \$2,000, to be awarded as a tuition payment.

The total approximate value of all Scholarship Prizes is \$100,000. The total number of Scholarship Prizes available to be won will decrease as they are awarded and claimed in accordance with these Rules. All amounts in these Rules are in Canadian dollars.

The winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the Prize. The Prize cannot be substituted or transferred to a third party. Any additional costs not described in these Rules as part of the Prize that are incurred in collecting and using the Prize are the winner's responsibility.

### **4. METHODS OF ENTRY**

**4.1 Contest Entry (“CE”):** To enter the Contest for a chance to win a Prize, the contestant must:

**a. Method One - Online Entry and Registration:**

Complete the contest entry form at <https://tally.so/r/n0Y8zP>

**b. Method Two – Mail In Entry - No Purchase Necessary:** If a contestant does not wish to enter via the online entry method, the contestant may: print his/her first name, last name, email address, telephone number, complete mailing address (including postal code) and signature on a plain white piece of paper (no larger than 8.5 by 11 inches) and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, 55 Rush, 300-174 Spadina Ave, Toronto, ON M5T 2C2, Attn: Chance to win 1 of 50 \$2,000 scholarships from Smart Serve Contest. Upon receipt and verification of a contestant's complete entry request in accordance with these Rules, the contestant will be entered into the Contest. To be eligible, all mail-in entry requests must be postmarked during the Contest Period and received prior to the draw date in a separate envelope bearing sufficient postage (i.e. mass mail-in of entry requests in the same envelope will be void). The Releasees

(defined in section 7.6 below) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed mail-in Contest entry requests.

**4.2 Multiple Registration Not Permitted:** Contestants can only register for the Contest one (1) time in total. If it is discovered that a contestant has attempted to:

- (i) enter more than one (1) time or
- (ii) use (or attempt to use) multiple names, email addresses or identities to enter, or otherwise participate in, the Contest, then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from participating in the Contest and all of his/her entries may be disqualified. Use (or attempted use) of multiple identities, email addresses and/or any automated system to register for or otherwise participate in this Contest is prohibited and is grounds for disqualification. One Registration Per Person: For greater certainty, no contestant may register for the Contest more than once regardless of the method of participation, or whether a contestant owns more than one eligible smartphone, and only one registration is allowed per eligible smartphone regardless of whether multiple individuals use the same smartphone.

## **5. DRAW & WINNER SELECTION PROCESS**

**5.1 Random Draw:** Between July 4 and August 1, 2025 at 3:00 pm EDT (the “Draw Date”) in the city of Toronto, in the province of Ontario, at the offices of the Sponsor, fifty (50) entry will be randomly selected from all eligible entries received by Sponsor during the Contest Period. The contestant who is associated with the selected entry, and who is otherwise eligible to win, will be the selected contestant who is eligible to win the Prize subject to compliance with these Rules.

**5.2 Odds of Winning:** The odds of winning the Prize are dependent on the number of eligible entries received by the Sponsor during the Contest Period in accordance with these Rules.

**5.3 Contacting Selected Contestant:** Sponsor or its designated representative will make a minimum of two (2) attempts to contact the selected contestant by email using the information provided at the time of entry within 5 business days of the Draw Date. If the selected contestant cannot be contacted (i.e. does not reply to the email from the Sponsor or its representative) within 10 business days of the Draw Date, then he/she may be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate selected contestant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected contestant).

**5.4 Declaration and Release Form; Skill-Testing Question:** in order to be declared a confirmed Prize Winner or win any prize, the selected contestant(s) must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, correctly answer a mathematical skill testing question without assistance of any kind, whether electronic or otherwise, and sign and return within 5 business days of notification by e-mail, a Declaration and Release prepared by the Sponsor which, among other things:

- (i) confirms compliance with these Rules;
- (ii) acknowledges acceptance of the prize(s), as awarded;
- (iii) releases the Releases (as defined below) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of any prize; and
- (iv) allows the Licensees (defined below) to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements made regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification.

If the selected contestant:

- (i) does not correctly answer the mathematical skill testing question in the manner prescribed;
- (ii) fails to return the properly executed Declaration and Release within the specified time;
- (iii) cannot accept the prize for any reason; or

otherwise fails to comply with the Rules; THEN HE/SHE WILL BE DISQUALIFIED (AND WILL FORFEIT ALL RIGHTS TO THE PRIZE) AND THE SPONSOR RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO SELECT BY RANDOM DRAW FROM AMONG ALL REMAINING ELIGIBLE ENTRIES AN ALTERNATE SELECTED CONTESTANT AS THE POTENTIAL WINNER OF THE Prize OR OTHER PRIZE (IN WHICH CASE THE FOREGOING PROVISIONS OF THIS SECTION SHALL APPLY TO SUCH NEW POTENTIAL PRIZE WINNER). NOTWITHSTANDING ANY OTHER PROVISION OF THESE RULES, THE SPONSOR RESERVES THE RIGHT TO DETERMINE HOW THE PRESENTATION OF A PRIZE WILL OCCUR AND THIS MAY BE EITHER IN A MEDIA EVENT, BY MAIL OR IN PERSON.

## **6. PRIZE DELIVERY**

**6.1 Prizes Delivery:** Upon receiving a copy of the winner(s)' post secondary school tuition invoice, Smart Serve Ontario or its representatives will arrange delivery of the Prize(s) using the EFT payment information provided on the invoice. Please allow six (6) to eight (8) weeks for delivery.

## **7. GENERAL TERMS AND CONDITIONS**

**7.1 Verification of Entries:** The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any contestant in this Contest or for any entries earned, or purportedly earned, by such contestant to be considered valid for the purposes of this Contest. Contestants whose entries cannot be verified to the satisfaction of Sponsor in its sole and absolute discretion may be disqualified from the Contest and will not be eligible to win any prize. The sole determinant of the time for the purposes of a valid registration and/or entry in this Contest will be the Contest server machine(s) in Eastern Time.

**7.2 No Liability:** The Releasees (defined below) will not be liable for: (i) any failure of the Contest Website, Sponsor servers or other 55 Rush Inc., or Canadian Newcomer Network sponsored sites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Contest action to be received by the Sponsor for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to a contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (v) any combination of the above.

### **7.3 Acceptance of Prizes:**

- (a) All prizes must be accepted as awarded and are not transferable, or assignable (except in Sponsor's or any prize supplier's sole and absolute discretion);
- (b) The costs of everything not specifically stated as included in the prizes are the sole responsibility of the winner;
- (c) If the winner does not utilize any part(s) of his/her prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place;
- (d) Sponsor and each prize supplier reserves the right at any time to:

- (i) Place reasonable restrictions on the availability or use of the prizes or any component thereof; and
  - (ii) Substitute a prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor or any prize supplier's sole discretion, a cash award;
- (e) By accepting a prize, the winner agrees to waive all recourse against the Releasees (defined below) if the prize or a component thereof does not prove satisfactory, either in whole or in part.

**7.4 Number of Prizes/Winners:** By entering the Contest, each contestant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules.

**7.5 Termination of Contest:** The Sponsor reserves the right, in its sole and absolute discretion, to void any entry and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that, in the Sponsor's sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any contestant, entry, or vote with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

**7.6 Release and Exclusion of Liability.** By entering or attempting to enter the Contest, each contestant and/or purported contestant agrees to release, discharge, and forever hold harmless the Contest Group Entities, and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the "Releasees") from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the contestant's participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of any prize. The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest.

**7.7 Minors:** For greater certainty, where the selected contestant is under the age of majority in his/her/their province or territory of residence, as a pre-condition to the selected contestant being declared the winner and receiving the prize, the parent or legal guardian of the selected contestant must consent in writing to the selected contestant being declared a winner and receiving a prize and must also sign and return to the Contest Sponsor the Sponsor's form(s) of Declaration and Release documentation (see Section 4.8 above).

**7.8 Name/Image of Winners and Content:**

(a) By entering the Contest each contestant:

- (i) grants to the Sponsor, its affiliates, and the suppliers of prizes (collectively, Licensees"), in perpetuity, a non-exclusive, irrevocable license to publish, display, reproduce, modify, edit or otherwise use (as the Licensees may in their sole discretion deem appropriate and without right of approval by the contestant) his/her submitted Content, in whole or in part, for advertising or promoting the Contest or for any other reason in any manner and in any medium (including the Internet), globally, without any compensation or further attribution or notification, and waives his or her moral rights to such Content;

- (ii) authorizes the Licensees to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), globally, without any compensation or further attribution or notification;
  - (iii) agrees that anything created by the Licensees which is derived from the contestant's Content, voice, photograph, image, likeness or any statements the contestant make regarding a prize, is owned by the Sponsor, its affiliates or prize suppliers, as applicable; and
  - (iv) on his/her own behalf, and on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees from and against any and all claims (whether known or unknown, in law or in equity) that he/she or any of his/her heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the entry, a vote (if applicable) or use of his/her Content (if applicable), name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice.
- (b) Subject to the above, if a contestant has any questions or does not wish the Sponsor to use any or all of his/her name, photograph, image, likeness, biographical information, any statements made regarding the prize, place of residence, and/or voice for purposes other than Contest administration, please contact the Sponsor at 300-174 Spadina Ave., Toronto, ON, M5T 2C2.

**7.9 Dispute:** In the event of a dispute regarding who submitted an entry, voter registration and/or vote, entries, voter registrations and votes (as applicable) will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry or voter registration (as applicable). "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A contestant may be required to provide proof that he/she is the Authorized account holder of the email address associated with the selected entry and/or a vote, and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.



**7.10 Personal Information:** By entering this Contest, each contestant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (<http://parentlifenetwork.com/terms/pln>), unless the contestant otherwise specifies by giving Sponsor notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, these Rules shall prevail, govern and control.

**7.11 Sponsor's Decisions:** This Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of contestants, entries, and votes.

**7.12 Smart Serve, Facebook/Twitter or any Social Media Disclaimer (i.e. YouTube etc):** The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter or any Social Media nor is it sponsored, endorsed or administered by Smart Serve. (collectively, "Third Parties"). Each contestant acknowledges that he/she provides his/her information to the Sponsor and not to any Third Parties at the time of registration. The information a contestant provides to Sponsor will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy located at <https://55rush.com/privacy>. All Third Parties are completely released of all liability by each contestant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to any Third Party.