

# **“Road to Safety Quiz For A Chance To Win \$1,500” Contest**

## **Official Contest Entry Rules**

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

**“Road to Safety Quiz For A Chance To Win \$1,500” 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 #301 - 312 Adelaide Street W, Toronto, ON M5V 1R2. 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 July 29, 2022 to December 31st, 2022 at 11:59:59 p.m. ET (the “**Contest Period**”). Contest Sponsor reserve its right (subject only to the consent of the Régie des alcools, des course et des jeux with respect to legal residents of Quebec) to cancel, terminate, modify, amend, extend or suspend the Contest.

### **2) ELIGIBILITY**

The Contest is open to legal residents of Canada who:

- (i) reside in any province or territory within Canada;
- (ii) have reached the age of majority in their province or territory as of the date of entering the Contest;
- (iii) are not employees, representatives or mandataries of the Contest Group Entities (as defined below), or anyone domiciled with such employees, representatives or mandataries (whether related or not), or a Contest judge;
- (iv) 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
- (v) have read and accepted, and agreed to comply with these Rules, and with the Terms and Conditions for the 55 Rush Inc. found at <https://55rush.com/terms>.

For the purposes of these Rules, “**Contest Group Entities**” means the Sponsor, its respective parent, sister, affiliated and subsidiary companies, advertising and promotion

agencies, suppliers of prizes (including without limitation the General Motors of Canada Company), 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

- a) **Grand Prize:** There is a total of **one (1) grand prize** (the “**Grand Prize**”) available to be won consisting of the following:

\$1,500 in the form of a cheque made payable to the confirmed winner. The value of the Grand Prize is \$1,500. All amounts in these Rules are in Canadian dollars.

The confirmed winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the Grand Prize. The Grand Prize cannot be substituted or transferred to a third party. However, The Sponsor may in its discretion substitute the Grand Prize for another prize which is of equal or greater value. Any additional costs not described in these Rules as part of the Grand Prize that are incurred in collecting and using the Grand Prize are the winner's responsibility.

- b) In addition, the confirmed winner of the Grand Prize will also be eligible to receive an additional prize, as follows:

**OnStar Guardian App Download Prize:** There is a total of **one (1) Guardian OnStar App download prize** (the “**OnStar Guardian App Download Prize**”) available to be won **by the confirmed winner of the Grand Prize only**. For the avoidance of doubt, the OnStar Guardian App Download Prize may be awarded only to the winner of the Grand Prize, if they are eligible for the OnStar Guardian App Download Prize as outlined in section 4 below – the OnStar Guardian App Download Prize will not be the object of a separate draw, and will not be available to anyone except the confirmed winner of the Grand Prize. If the confirmed winner of the Grand Prize has not downloaded the OnStar Guardian App as per the requirements of these Rules, the OnStar Guardian App Download Prize will not be awarded.

The OnStar Guardian App Download Prize consists of the following:

\$1,000 in the form of a cheque made payable to the winner. The value of the OnStar Guardian App Download Prize is \$1,000. All amounts in these Rules are in Canadian dollars.

The confirmed winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the OnStar Guardian App Download Prize. The OnStar Guardian App Download Prize cannot be substituted or transferred to a third party. However, The Sponsor may in its discretion substitute the OnStar Guardian App Download Prize for another prize which is of equal or greater value. Any additional costs not described in these Rules as part of the OnStar Guardian App Download Prize that are incurred in collecting and using the OnStar Guardian App Download Prize are the winner's responsibility.

#### 4) METHODS OF ENTRY

NO PURCHASE NECESSARY. Making a purchase will not increase or otherwise affect your chances of winning.

- a. **Contest Entry (“CE”)**: To enter the Contest for a chance to win the Grand Prize and the OnStar Guardian App Download Prize (each a **“Prize”**), the contestant must complete either the online entry OR the mail-in entry (during the Contest Period, as follows:

1. **Entering to Win the Grand Prize - Online Entry**: To enter the Contest for a chance to win the Grand Prize online, the contestant must:

- i. Visit the Contest website at <https://forms.parentlifenet.com/s/-Road-to-Safety/tt-87393dc073> (the **“Contest Website”**);
- ii. Complete the Contest Entry Form (the **“CE Form”**) that will be available on the Contest Website. To complete the CE Form, Contestants must complete the Road to Safety Quiz, enter their name and email address, and click to agree to the Contest Rules. Once the CE Form is complete, the contestant must click submit. The contestant will then obtain one entry (each, an **“Entry”**) into the Contest.

Incomplete CE Forms or CE Forms with false information will be deemed as invalid and will be disqualified. Only duly completed CE Forms with valid information received by the Sponsor's servers during the Contest Period will be accepted for Entry into this Contest.

2. **Entering to Win the OnStar Guardian App Download Prize – Online Entry**: An eligible contestant who completes a Contest Entry Form for the Grand Prize and downloads the OnStar Guardian App via [this link](#) during the contest period; OR clicks a link within the contest site and/or email communications confirming they have previously downloaded the OnStar Guardian App, will be automatically entered to win the OnStar Guardian App Download Prize. For the avoidance of doubt, Eligibility for OnStar Guardian App Download Prize is subject to verification by the Sponsor. Contestants who enter to win the Grand Prize agree to permit Sponsor to confirm their eligibility for the OnStar Guardian App Download Prize with GM OnStar Guardian.

In order to download and use the OnStar Guardian App, you will have to agree to the OnStar Guardian App's terms and conditions. Note that standard data rates may apply to the use of mobile devices or the downloading of applications and other data. Consult your carrier for details.

3. **Mail-In Entry:** Alternatively, does not wish to submit an Online Entry for the Grand Prize and the OnStar Guardian App Download Prize, the contestant may enter by mail (a “**Mail-in Entry**”). To enter the Contest for a chance to win the Grand Prize and OnStar Guardian App Download Prize via Mail-in Entry, a contestant must: print his/her first name, last name, email address, age, telephone number, complete mailing address (including postal code), signature and request to be registered and entered into the Contest 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 Inc., #301 – 312 Adelaide Street W, Toronto, ON, M5V 1R2, Attn: Road to Safety quiz for a chance to win \$1,500. Upon receipt and verification of a contestant’s request in accordance with these Rules, the contestant will receive one (1) Entry into the Contest. For the avoidance of doubt, a duly submitted Mail-in Entry will be valid for the Grand Prize, and, if the entrant is selected as the winner of the Grand Prize, for the OnStar Guardian App Download Prize. To be eligible, all Mail-in Entries must be post-marked during the Contest Period and received prior to the draw date in a separate envelope bearing sufficient postage. The Releasees (defined below) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed Mail-in Entries.
- b. **Multiple Entries Not Permitted: Limit of one (1) Entry per person,** regardless of method of entry. For greater certainty, no contestant may enter the Contest more than once regardless of the method of participation. For the avoidance of doubt, there is a limit of one (1) Online Entry (which can include solely an Entry for the Grand Prize, or an Entry for the Grand Prize and for the OnStar Guardian App Download Prize) OR one (1) Mail-in Entry. If it is discovered that a contestant has attempted to: (i) obtain more than one (1) Entry into the Contest (regardless of method of entry) 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.

## 5) DRAW & WINNER SELECTION PROCESS

- a. **Grand Prize Draw:** On **January 4th, 2023** at approximately **2:00 pm ET** (the “**Draw Date**”) in the city of Toronto, in the province of Ontario, at the offices of the Sponsor, **one (1)** Entry will be randomly selected from all eligible Entries received by Sponsor during the Contest Period. The contestant associated with the selected Entry, and who is otherwise eligible to win, will be the selected contestant who is eligible to win the Grand Prize subject to compliance with these Rules.
- b. **OnStar Guardian App Download Prize:** If the eligible winner of the Grand Prize: (i) has downloaded the OnStar Guardian App during the Contest Period as per section 4.a.2 above and can be confirmed as having done so at the time of the Grand Prize Draw, or has submitted a Mail-in Entry;

and (ii) is otherwise eligible to win, they will be eligible to win the OnStar Guardian App Download Prize.

In order to verify the installation of the OnStar Guardian App, the Sponsor may request that the winner provide proof that they have downloaded the app. This can be done by showing the welcome email, or by showing the app logged in on their phone for the sole purpose of verifying whether the contestant has completed the qualifying steps of installing the OnStar Guardian App.

- c. **Odds of Winning:** The odds of winning the Grand Prize are dependent on the number of eligible Entries received by the Sponsor during the Contest Period in accordance with these Rules. The odds of winning the OnStar Guardian App Download Prize depend on the number of eligible Entries received by the Sponsor during the Contest Period in accordance with these Rules and on whether the selected winner has downloaded the OnStar Guardian App in accordance with these Rules.
- d. **Contacting Selected Contestant:** The eligible winner will be notified via email within two (2) business days following the Draw Date. The Sponsor shall have no liability for the winner's failure to receive emails due to winners' spam, "other" inbox or other account or security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the Prize within five (5) days from the time award notification was sent, does not correctly answer the mathematical skill testing question in the manner prescribed, or fails to timely return a completed and executed Declaration and Release, Prize may be forfeited and an alternate winner selected.
- e. **Winner confirmation; Declaration and Release Form; Skill-Testing Question:** NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, , the eligible winner must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules: (a) correctly answer a mathematical skill testing question without assistance of any kind, whether electronic or otherwise, which may be administered by phone, by email, in the Declaration and Release, or via another method at the Sponsor's sole and absolute discretion; and (b) sign and return within 5 business days of notification by email, 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 Releasees (as defined in Section 7f) 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 in Section 7.9 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 eligible winner:

- (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) does not or cannot accept the Prize for any reason; or
- (iv) 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 ELIGIBLE WINNER (IN WHICH CASE THE FOREGOING PROVISIONS OF THIS SECTION SHALL APPLY TO SUCH NEW ELIGIBLE WINNER).**

## **6) PRIZE DELIVERY**

**Prizes Delivery:**

- i. **Grand Prize:** The Sponsor or its representatives will deliver the Grand Prize to the confirmed winner. Please allow six (6) to eight (8) weeks for delivery.
- ii. **OnStar Guardian App Download Prize:** The Sponsor or its representatives will deliver the OnStar Guardian App Download Prize to the confirmed winner. Please allow six (6) to eight (8) weeks for delivery.

## **7) GENERAL TERMS AND CONDITIONS**

- a. **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 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 Entry in this Contest will be the Contest server machine(s) in Eastern Time.

- b. **No Liability:** The Releasees (defined below in Section 7f) will not be liable for: (i) any failure of the Contest Website, Sponsor servers or other 55 Rush Inc. 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 CE Form, Entry, Mail-in Entry, or other information 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 or problems or delays with physical mail delivery; (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.
- c. **Acceptance of Prizes:**
1. All Prizes must be accepted as awarded and are not transferable, assignable or convertible to cash (except in Sponsor or any prize supplier's sole and absolute discretion);
  2. The costs of everything not specifically stated as included in the Prizes are the sole responsibility of the winner;
  3. 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;
  4. 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;
    - iii. By accepting a Prize, the winner agrees to waive all recourse against the Releasees (as defined in Section 7f) if the Prize or a component thereof does not prove satisfactory, either in whole or in part.
- d. **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.

- e. **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 (but subject to applicable law and to the consent of the Régie des alcools, des courses et des jeux with respect to legal residents of Quebec), 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 (subject only to the consent of the Régie des alcools, des courses et des jeux with respect to legal residents of Quebec), 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 or Entry 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.

- f. **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.

- g. **Name/Image of Winners:**

1. By entering the Contest, each contestant:



- v. 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) any information submitted with his/her Entry, 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 material;
  - vi. 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;
  - vii. agrees that anything created by the Licensees which is derived from the contestant's Entry, 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
  - viii. 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 (as defined in Section 7f) 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, name, photograph, image, likeness, biographical information, any statements they make regarding a Prize, place of residence, and/or voice.
- h. **Dispute** – In the event of a dispute regarding who submitted an Entry, an

Entry will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of participation. **“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, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

- i. **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 (<https://55rush.com/privacy>), 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.
- j. **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 or Entries.
- k. **General Motors of Canada Company, OnStar Guardian App, 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 **General Motors of Canada Company**, (collectively, **“Third Parties”**). Each contestant acknowledges that he/she provides his/her information to the Sponsor and not to any Third Parties unless contestant opts in to provide personal information to such Third Parties at the time of participation. 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.
- l. **FOR RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the board only for the purpose of helping the parties reach a settlement.