

# Membership Sweepstakes Official Rules

**NO PURCHASE IS NECESSARY TO ENTER THE MONTHLY SWEEPSTAKES. ODDS OF WINNING DEPEND UPON THE TOTAL NUMBER OF ELIGIBLE ENTRIES. A DONATION OR DIRECT PAYMENT TO THE SPONSOR WILL NOT INCREASE YOUR CHANCES OF WINNING. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT A RESIDENT OF ALBERTA AT TIME OF ENTRY.**

These rules (the "Official Rules") contain an arbitration agreement and class action waiver which affect your legal rights. It is strongly recommended that you review the rules in their entirety before entering the Sweepstakes.

The "Monthly Membership Split the Pot Giveaway Sweepstakes" (the "Sweepstakes") begins on the first day of each monthly campaign, at 3:00 p.m. EST (the "Sweepstakes Start Date") and ends on the first Thursday of the monthly campaign, at 11:59 p.m. EST (the "Sweepstakes End Date") (such period referred to herein as the "Sweepstakes Entry Period"). All times are measured by Eastern Standard Time (EST) in Alberta. See below for the full schedule:

Start	End	Draw
May 1 at 3:00 PM	May 19, 2025 at 11:59 PM	May 20, 2025 at 10:00 AM
May 29 at 3:00 PM	June 23, 2025 at 11:59 PM	June 24, 2025 at 10:00 AM
June 26 at 3:00 PM	July 14, 2025 at 11:59 PM	July 15, 2025 at 10:00 AM

**SPONSOR:** The Sweepstakes is sponsored by AscendFS Canada, Ltd. (the "Sponsor").

**ELIGIBILITY:** The Sweepstakes is only open to legal residents of Alberta, Canada who are at least eighteen (18) years of age at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by the terms and conditions stated in these Official Rules which shall be final and binding in all respects, agrees to be bound by the decisions of Sponsor, and warrants that she/he is eligible to participate in the Sweepstakes. Employees, independent contractors, officers, and directors of Sponsor and/or their respective affiliates, subsidiaries, advertising, promotion, fulfillment agencies, legal advisors, their immediate family members, and persons living in the same household, are not eligible to participate in the Sweepstakes. Employees and board members of participating Split the Pot hospital & healthcare foundations, as well as any employees involved in the administration of the Split the Pot lottery, as well as their immediate family members are not eligible to participate

in the Sweepstakes.

The Sweepstakes is void where prohibited and/or restricted by law and is subject to applicable federal, provincial, and municipal laws and regulations.

**HOW TO ENTER:**

1) Standard Entry: Enter the Sweepstakes by completing the membership [form](#) or opting in to membership at the time of purchase for Split the Pot Lottery tickets. Each successfully submitted membership will receive the following entries based on the membership level:

\$15 Ticket Package = 1 Entry

\$25 Ticket Package = 25 Entries

\$50 Ticket Package = 100 Entries

\$100 Ticket Package = 400 Entries

Participants must provide all required information to be eligible to enter and win. Entries are limited to one (1) membership/unique email.

2) Free Entry: Participation in the Sweepstakes is voluntary and does not require you to make a purchase or payment to the Sponsor. To enter the Sweepstakes for free, complete this [form](#) and include your (i) your full name, (ii) email address, (iii) phone number and (iv) a scanned copy of an original handwritten 250-word essay explaining your connection to one of the participating Alberta hospitals of Split the Pot and the impact that this foundation has had on your life. Each successfully submitted handwritten entry, as directed herein, will receive 25 entries in the Sweepstakes and an email confirmation will be sent to the email address provided. Participants must provide all required information to be eligible to enter and win.

Essays must be written about the identified topic and be an original handwritten essay. To qualify, the essay must be in good taste and keeping with the Sponsor's values, as determined by the Sponsor in its sole discretion. No purchase entry requests must be completed as indicated above and must be received no later than the first Thursday of the monthly campaign at 11:59 p.m, to ensure entry into the draw for the Sweepstakes Prize (as described in the section below). No photocopied, artificial intelligence generated, computer-generated, mechanically reproduced or mass entries permitted. Essays become the property of the Sponsor and will not be acknowledged or returned. The Sponsor may, at their sole discretion, use the essays in whole or in part in promotional material. Sponsor is not responsible for late, lost, or damaged entries, or technical issues that otherwise might prevent Sponsor's receipt of any free entry submissions. Sponsor is not responsible for technical issues that otherwise might prevent recipient's receipt of any free entry email confirmations.

**There is a limit of one (1) entry per person for the Sweepstakes. Duplicate**

**entries will be cancelled and may void your participation into the Sweepstakes.**

By entering the Sweepstakes participants acknowledge that they have read and understand these Rules and accept and agree to be bound by these Rules, including eligibility requirements, and that the decisions of the Sweepstakes Sponsor are final, binding and conclusive on all matters relative to the Sweepstakes.

**PRIZES:** One (1) official winner of the Sweepstakes (the "Sweepstakes Winner") will win CDN \$2,000. The Sweepstakes Winner shall be referred to as the "Winner" The Sponsor is responsible only for Sweepstakes Prize delivery and not Sweepstakes Prize utility.

**ODDS OF WINNING:** The odds of winning a Prize depends on the total number of eligible entries received during the Sweepstakes Entry Period. There is no limit to the number of entries the Sponsor may receive, however each entrant is limited.

These rules (the "Official Rules") contain an arbitration agreement and class action waiver which affect your legal rights. It is strongly recommended that you review the rules in their entirety before entering the Sweepstakes. The "Monthly Membership Split the Pot Giveaway Sweepstakes" (the "Sweepstakes") begins on the first day of each monthly campaign, at 3:00 p.m. EST (the "Sweepstakes Start Date") and ends on the first Thursday of the monthly campaign, at 11:59 p.m. EST (the "Sweepstakes End Date") (such period referred to herein as the "Sweepstakes Entry Period"). All times are measured by Eastern Standard Time (EST) in Alberta.

**SELECTION OF WINNER:** The Winner selection process is as follows: On or about the first Friday of the monthly campaign at approximately 10:00 a.m. (the "Drawing Date"), Sponsor will select the potential Sweepstakes Grand Prize winner ("Potential Winner") in accordance with these Official Rules. The Potential Winner will be selected by random drawing using a random number generator algorithm from all eligible entries received by the Sponsor during the Sweepstakes Entry Period. The Potential Winner will be notified by email and/or by telephone shortly after the Drawing Date, using the email address or telephone number provided with the selected entry, and will be conditionally awarded the Sweepstakes Grand Prize subject to verification of eligibility and compliance with the terms and conditions of these Official Rules. If a Potential Winner does not respond within one (1) week after the first notification attempt, or if the prize notification is returned as undeliverable, or if the Potential Winner fails to provide the necessary information to confirm the Potential Winner's identity and eligibility to receive the Sweepstakes Grand Prize, such Potential Winner may be disqualified and the Sponsor may, in its sole discretion, select an alternate Potential Winner to be selected by a random drawing from among the remaining eligible entries. The notification will include instructions for how to contact the Sponsor to provide name, address and other information that may be required to complete validation of eligibility and delivery of the Sweepstakes Grand Prize. No liability is assumed for any winner notification that is lost, intercepted or not received by a Potential

Winner for any reason. In the event that a Potential Winner is disqualified for any reason, the Sponsor may, in its sole discretion, award the Sweepstakes Grand Prize to an alternate Potential Winner who will be selected by a random drawing from among the remaining eligible entries. The selected Potential Winner must execute all consents as provided by applicable law.

**VERIFICATION OF POTENTIAL WINNER:** Each Potential Winner is subject to verification by the Sponsor. Sponsor's decisions are final and binding in all matter relating to the administration, operation, selection of the Potential Winner, and all other matters related to the Sweepstakes. An entrant is not a winner of any prize unless and until the entrant's eligibility and compliance with these Official Rules has been verified by the Sponsor, in its sole discretion, and the entrant has been notified that verification is complete. In order to receive the Prize, the Potential Winner will be required to correctly answer, without assistance of any kind, whether mechanical, electronic, or otherwise, a time-limited mathematical skill-testing question to be administered by phone or email by the Sponsor or Sponsor's designated agent at a mutually agreeable time. The Potential Winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and/or Publicity Release in the form(s) provided by Sponsor or Sponsor's Attorneys (collectively, the "Affidavit") by the date specified by Sponsor, or such Potential Winner will be disqualified, and an alternate Potential Winner may be selected. In the event that (a) Potential Winner cannot be reached within one (1) week of initial notification from Sponsor, or for whatever reason after a reasonable effort has been exerted, or the Potential Winner notification or Affidavit is returned as unclaimed or undeliverable, or if the Potential Winner fails to provide the necessary information to confirm the Potential Winner's identity, residency and eligibility to receive the Sweepstakes Prize within the allotted time provided; (b) Potential Winner declines or cannot accept, receive or use the Sweepstakes Grand Prize for any reason; (c) Potential Winner is found to be ineligible to enter the Sweepstakes or receive the Sweepstakes Grand Prize ; (d) Potential Winner fails to correctly answer the skill-testing question; (e) Potential Winner did not, cannot or does not comply with these Official Rules; or (f) Potential Winner fails to fulfill the Affidavit-related, Release of Liability, identity verification or Publicity Release (where permitted by law) obligations within the allotted time, then the Potential Winner shall be disqualified from the Sweepstakes and an alternate Potential Winner may be randomly selected, at Sponsor's sole discretion, from among the remaining eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate Potential Winner, if any. A Potential Winner will be declared the Sweepstakes Winner when all of the conditions of these Official Rules are fulfilled to the satisfaction of Sponsor, in its sole discretion. In the event of a dispute as to the identity of the entrant, any online entry will be deemed submitted by the authorized account holder of the e-mail account provided to the Sponsor at the time of entry, provided such account holder still meets the eligibility requirements for the Sweepstakes. The authorized

account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may limit the number of attempts to award a Prize to two (2) attempts. If a Winner cannot be confirmed after two (2) attempts, the Prize may remain unawarded.

**AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**

### **PRIZE CONDITIONS**

Prize is not transferable. Prize must be claimed as a whole and Prize substitution, in whole or in part, will not be allowed except in Sponsor's sole discretion. Sponsor is not responsible if the Winner does not use any portion of the Prize. All expenses and costs associated with the acceptance or use of the Prize are the sole responsibility of the Winner. Sponsor will not replace any lost or stolen Prizes.

**TAXES:** Any taxes which are payable on, or connected with, the receipt of the Prize are solely the responsibility of the Sweepstakes Winner and must be paid by the Sweepstakes Winner in accordance with applicable federal, provincial, and/or municipal tax laws. If you are the Sweepstakes Winner, it is important that you determine what federal and/or provincial taxes you may have to pay. The Sweepstakes Winner is encouraged to consult with an accountant or tax preparer to make that determination. Nothing shall be construed such that either Sponsor, or any of their charitable partners, licensors and suppliers, and each of their respective parents, affiliates, subsidiaries, partners, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, members, consultants and agents, is in any way liable for the Sweepstakes Winner's tax liability that may be created when the Sweepstakes Winner claims the Sweepstakes Grand Prize.

**RELEASE OF LIABILITY:** By participating in the Sweepstakes, each entrant agrees to the full extent allowed by applicable law to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor, which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the participating Split the Pot hospital and healthcare foundations, Sponsor, and their respective parent, subsidiary, and affiliates and affiliated companies, service providers, celebrities, celebrities' team/employer, partners and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents, attorneys and representatives, and their successors and assigns (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but

not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, travel, lodging, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of a Sweepstakes Prize, or any portion thereof (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Released Parties are not responsible if a Sweepstakes Prize, or any portion thereof, is delayed, postponed, or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except at the Sponsor's sole discretion. The Winner acknowledges that all prizes are awarded "as-is" and the Sponsor expressly disclaims any warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, relating to a Sweepstakes Prize in any way.

**PUBLICITY RELEASE:** Except where prohibited or restricted by law, a Sweepstakes Winner's acceptance of a Sweepstakes Prize, or any portion thereof, constitutes the Sweepstakes Winner's and guest's (if applicable) agreement, permission and consent for Sponsor and any of their designees to use and/or publish the Sweepstakes Winner's and/or guest's full name, city and province or territory of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, and/or statements made by the Sweepstakes Winner and/or guest regarding the Sweepstakes or otherwise, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, publicity, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

**PRIVACY:** In order to participate in the Sweepstakes, entrants will be required to supply certain information about themselves on the Sweepstakes Website entry

pages and accept the terms and conditions checkbox on the entry page. You cannot enter the Sweepstakes without accepting the terms and conditions check box. Sponsor has specified on the Sweepstakes Website which information is mandatory in order to participate in the Sweepstakes. This information will be used by Sponsor for the purposes of administering the Sweepstakes future marketing for Split the Pot programs, and will be shared with their respective affiliates, subsidiaries, advertising, promotion and fulfillment agencies, legal advisors, and service providers. The personal information will be collected, processed, and used in accordance with the privacy policy found at <https://www.ascendfs.com/privacy-policy>.

**GENERAL CONDITIONS:** The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information and/or do not comply with and/or violate these Official Rules; (b) entries, prize claims and/or notifications that are lost, late, incomplete, illegible, unintelligible, damaged and/or otherwise not received by the intended recipient, in whole or in part, due to computer, human and/or technical error of any kind; (c) entrants who have committed fraud and/or deception in entering and/or participating in the Sweepstakes and/or claiming a Sweepstakes Prize; (d) telephone, electronic, hardware, software, network, Internet and/or computer malfunctions, failures and/or difficulties; (e) any inability of the Sweepstakes Winner to accept a Sweepstakes Prize for any reason; (f) if a Sweepstakes Prize cannot be awarded due to delays and/or interruptions due to Acts of God, natural disasters, terrorism, weather and/or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries and/or losses of any kind caused by and/or resulting from awarding, acceptance, possession, use, misuse, loss and/or misdirection of any Sweepstakes Prize and/or resulting from participating in this Sweepstakes and/or any promotion and/or Sweepstakes Prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (x) tampering with the entry process and/or the operation of the Sweepstakes, the Sweepstakes Website, and/or with any website promoting the Sweepstakes; (y) acting in violation of these Official Rules; or (z) entering and/or attempting to enter the Sweepstakes multiple times in violation of these Official Rules and/or the use of any robotic and/or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties, malfunction, error, disruption and/or damage and/or other unforeseen events compromise the administration, security, fairness, integrity, proper conduct or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award a Sweepstakes Prize

from all eligible entries received as of the termination date. Sponsor reserves the right to suspend, modify and/or cancel the Sweepstakes before the scheduled Sweepstakes End Date. In the event the Sweepstakes is cancelled, all entries into such Sweepstakes will be deemed null and void, no winners will be selected, and no Sweepstakes Prizes will be delivered.

**GOVERNING LAW; SEVERABILITY; WAIVER:** The Sweepstakes and these Official Rules shall be subject to and governed by the laws of the Province of Alberta. If a court of competent jurisdiction finds any provision of these Official Rules, or their application to a particular person or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law. The failure of Sponsor to enforce at any time any provision of the Official Rules shall not be considered a waiver of such provision or any other provision and shall not deprive Sponsor of the right thereafter to enforce such provision or any other provision.

**MANDATORY ARBITRATION AGREEMENT; CLASS ACTION WAIVER:** Any claim, other than a claim by Sponsor, that is not resolved informally must be resolved in accordance with the below arbitration provisions. Unless prohibited by federal law, each entrant, including, without limitation, any Potential Winner or Sweepstakes Winner, agrees to arbitrate any and all claims and disputes relating in any way to such entry or the selection of a Potential Winner or Sweepstakes Winner, or delivery or awarding of the Sweepstakes Grand Prize ("Arbitration Claims"), except for Arbitration Claims concerning the validity, scope or enforceability of this arbitration provision, through BINDING INDIVIDUAL ARBITRATION. This Arbitration Agreement shall be governed by the Arbitration Act, RSA 2000, c A-43.

In any Arbitration Claim to be resolved by arbitration, neither the entrant nor Sponsor will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that entrant and Sponsor would have in court will not be available or will be more limited in arbitration, including the right to appeal. Entrants waive the right to a court or jury trial. All disputes shall be arbitrated on an individual basis, and not as a class action, representative action, class arbitration or any similar proceeding. The arbitrator(s) may not consolidate the claims of multiple parties. The arbitrator's authority is limited to entrant and Sponsor alone, unless otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator's decision shall be final and binding. The parties agree that this arbitration provision extends to any other parties involved in any Arbitration Claims, including, but not limited to, the Released Parties. This



arbitration provision shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

The cost of the arbitration shall be shared equally by Sponsor and entrant, but Sponsor and entrant shall bear their own costs and attorney's fees associated with their participation in the arbitration. Notwithstanding any other provision herein, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire arbitration provision shall be void. If any portion of this arbitration provision other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision.

Prior to initiating an arbitration proceeding under this provision, entrant shall give Sponsor written notice of the Arbitration Claim (a "Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Arbitration Claim. Any Claim Notice to Sponsor shall be sent by mail to Ascend Fundraising Solution at 700 – 1 Yonge St, Toronto ON, M5E 1E5. Any Claim Notice must (a) identify the entrant by name, address, email address, and telephone number; (b) explain the nature of the Arbitration Claim and the relief demanded; and (c) be submitted only on behalf of entrant, and not on behalf of any other party. Entrant must reasonably cooperate in providing any information about the Arbitration Claim that Sponsor reasonably requests and must give Sponsor a reasonable opportunity to respond to the demand for relief. The provisions of this section shall not apply to claims by Sponsor.

### **WINNERS LIST**

For the name (first name and last initial) of the Prize Winner, send a self-addressed, stamped envelope to "Winners List, February 2025 Split the Pot Giveaway Sweepstakes", c/o AscendFS Canada, Ltd. 700 –1 Yonge St, Toronto ON M5E 1E5. Winner requests must be received no later than ninety (90) days after Drawing Date.

**COPYRIGHT:** All Sweepstakes materials are the property of the Sponsor and may not be copied, reproduced or used for any purpose without Sponsor's express prior written consent.

**NOTICE:** Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

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