

*Jump Rope for Heart
2024/2025
“Desjardins’ School
Engagement Contest”*

**Official Contest Rules and
Regulations (“Rules”)**

The Jump Rope for Heart 2024/2025 “Desjardins’ School Engagement Contest (the “**Contest**”) is organized and run by the Heart and Stroke Foundation of Canada (“**Heart & Stroke**”).

1. CONTEST PERIOD

The Contest will run from September 1, 2024, 12:00am EST to June 30, 2025, 11:59 pm EST (“**Contest Period**”). All eligible entries must be received within the Contest Period.

2. ELIGIBILITY

Eligible entrants must be legal residents of Canada, except New Brunswick, and must be the faculty person responsible for registering their school to participate in Jump Rope for Heart (“**Teacher Coordinator**”). No (i) employee, officer, director or member of Heart & Stroke, (ii) employee, officer or director of the prize supplier, advertising or promotional agencies; (iii) immediate family members of the individuals set out in (i) and (ii) above; and (iv) any person residing or domiciled with any individuals set out in (i), (ii), or (iii) above is eligible to enter the Contest.

3. HOW TO ENTER

No purchase necessary to enter or win.

To enter the Contest, eligible Teacher Coordinators must register their school online to participate in the 2024/2025 Jump Rope for Heart program (“**Jump**”) during the Contest Period at www.jumpropeforheart.ca or www.sautonsencoeur.ca. Once registered, the eligible Teacher Coordinator will be automatically entered into the Contest on behalf of their school when a minimum of 5% of their student body join their school and create a fundraising page at www.jumpropeforheart.ca or www.sautonsencoeur.ca (the “**Entrant**”). Percentage will be calculated based on the student enrollment number provided to Jump in the school’s registration form.

Alternatively, Teacher Coordinators may mail their name, mailing address, email address and phone number to Heart & Stroke at 1200-2300 Yonge St, Box 2414, Toronto, ON, M4P 1E4 to enter.

There is a limit of 1 entry per school.

All entries received in excess of the stated limit will be void. For greater clarity, Entrants cannot use multiple email addresses to enter the Contest multiple times. Heart & Stroke will not accept entries by phone, email, fax or any other method not specifically permitted herein. Entries generated by script, macro, robotic, programmed, or any other automated means or by any means which subvert the entry process are prohibited and will be disqualified.

4. PRIZE

All eligible Entrants will be eligible to win one (1) of five (5) prize packages (the “**Prize**”) on behalf of their school, sponsored by Desjardins (the “**Sponsor**”):

Five Prize packages each comprised of:

- \$2,000.00 to purchase resources for the winning school that support students’ physical activity. The prize may be paid in the form of a gift certificate from the winning school’s preferred vendor or be paid directly to the vendor from whom the winning school selects their preferred resources by Heart & Stroke.
- 50 Desjardins skipping ropes for the winning school

Each Prize package is valued at \$2,055.00 CDN.

The Prize is awarded “as is” with no warranty or guarantee, either express or implied, and cannot be exchanged

for cash or other substitutes. The winner will be subject to all terms and conditions for use of the Prize as dictated by the Prize's retail supplier. Heart & Stroke is not responsible for any costs associated with assembly, usage, training or setup of the Prize. Heart & Stroke reserves the right to change, substitute or cancel the Prize at any time, without notice.

5. WINNING

All Entrants during the Contest Period will be eligible to win a Prize. On July 4, 2025, at 11:00am EST, five (5) prize winners will be drawn at random from all eligible entries.

The winners will be contacted by email or phone, from Toronto. Heart & Stroke reserves the right to modify the scheduling of the Contest without prior notification. The Prize will be shipped to the winners and therefore a valid mailing address must be provided to Heart & Stroke in order to claim the Prize. Failure to provide a valid mailing address will result in forfeiture of the Prize.

Odds of winning the Prize depend on the number of eligible entries received during the Contest Period.

In order to be declared a winner, an eligible Entrant must be in compliance with the Rules including, but not limited to, the following:

- a) A representative of Heart & Stroke must be able to reach the potential winner by email or phone informing them that they are the potential winner, subject to them being in compliance with all the Rules. The potential winner is required to respond to the email or phone notification within fifteen (15) business days of the email being sent or phone call being made by Heart & Stroke. Potential winners who are contacted by email will receive an email confirmation that their email response was received. If the potential winner is unreachable during this timeframe, another potential winner will be selected from the remaining eligible entries and the same selection procedure set out in this section will be followed. An e-mail notification that is returned to the Heart & Stroke sender as undeliverable may result in the selected winner being disqualified and an alternate selection of a potential winner may be drawn.
- b) The potential winner must correctly answer a mathematical skill-testing question administered by Heart & Stroke or its agent by telephone within fifteen (15) business days of being contacted by Heart & Stroke.
- c) The winner, or another authorized representative of the winner's school, must complete, sign and return a standard release and waiver form in favour of Heart & Stroke, its affiliates and its directors, members, employees, officers, licensees, licensors and agents, Sponsor, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the "**Releasees**") within fifteen (15) business days from the date on which the form is sent to the winner.

If a potential winner does not meet the eligibility requirements or is not in compliance with the Rules, the Contest judges reserve the right to disqualify such Entrant from the Contest and randomly select further Entrants from the remaining eligible entries until a winner is finally declared. Entrants will not be individually contacted, except for the potential winner.

6. INDEMNITIES AND DISCLAIMERS

All Entrants agrees to indemnify and hold Heart & Stroke and its affiliates and its directors, members, employees, officers, licensees, licensors and agents, Sponsor, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the "**Indemnitees**") harmless from any and all claims, cause of action, damages, expenses, costs (including but not limited to reasonable attorneys', accounting and other professional fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant's entry in the Contest.

All Entrants agree to release and hold harmless the Releasees from and against any and all rights, claims and causes

of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and damage to property, arising in whole or in part, directly or indirectly, from their participation in the Contest or their acceptance, possession, use or misuse of the Prize. Each selected Entrant acknowledges that the Releases have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize or the Contest. Apart from manufacturer warranties (which may not be available in all geographies), all warranties are hereby disclaimed.

If for any reason, in the opinion of Heart & Stroke, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, Heart & Stroke reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest including canceling or modifying method of entry. **THE DECISIONS OF HEART & STROKE AND ANY CONTEST JUDGES ARE FINAL AND BINDING IN ALL MATTERS.**

If there is any discrepancy between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials or communicated by an employee of Heart & Stroke, the terms and conditions of these Rules shall prevail.

7. PERSONAL INFORMATION

The Contest is subject to all applicable federal, provincial and municipal laws and regulations. Personal information collected from Entrants will be used by Heart & Stroke for the purpose of administering this Contest and awarding the Prize. Heart & Stroke will not sell, share or otherwise disclose personal information of Entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Contest, Entrants consent to the manner of collection, use and disclosure of personal information as set out in the Privacy Policy at www.heartandstroke.ca/privacy. Any inquiry concerning the personal information held by Heart & Stroke and shared with any of the Prize suppliers should be addressed to **Heart & Stroke's Privacy Officer, Heart & Stroke at 1-888-HSF-INFO (473-4636) or ON_privacyoffice@heartandstroke.ca.**

8. INTELLECTUAL PROPERTY

All entries, including the submitted photos and stories, become the property of Heart & Stroke and will not be returned. Entrants acknowledge that in providing their photos and story to Heart & Stroke, they grant Heart & Stroke the rights to use the photos and story in any and all of its Jump Rope for Heart publications, including website and social media posts, without payment or any other consideration to the Entrant.

All intellectual property, including but not limited to trademarks, tradenames, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by Heart & Stroke. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

9. GOVERNING LAW

The Contest is governed by the laws of Ontario and the laws of Canada. Any dispute relating to the Contest shall be adjudicated in the courts located in Toronto, Ontario.