

## **FMF Session Evaluation Contest Official Rules**

1. **Contest Period:** The College of Family Physicians of Canada (“**CFPC**”)’s FMF Session Evaluation Contest (the “**Contest**”) will run from November 8, 2023 until January 15, 2024, at 11:59 p.m. (ET) (the “**Contest Period**”). After the close of the Contest Period, no further entries will be accepted.
2. **Sponsor:** The Contest is sponsored by the College of Family Physicians of Canada (the “**Sponsor**”), with headquarters located at 2630 Skymark Avenue, Mississauga, Ontario, L4W 5A4.
3. **Eligibility:** The Contest is open to residents of Canada who have reached the age of majority in their provinces or territories of residence and who have registered for FMF 2023 and have completed an [FMF 2023 session evaluation](#) for at least one FMF Session (“**Entrants**”). Employees, representatives, and agents of the Sponsor, or of its affiliates and advertising and promotion agencies, and the immediate family members of any of the foregoing, are not eligible to participate in the Contest. Immediate family means spouse, children, parents, and siblings. Void where prohibited by law. Entrants who do not comply with all of the Official Rules are subject to disqualification by the Sponsor, in the Sponsor’s sole discretion.
4. **How To Enter:** NO PURCHASE NECESSARY TO ENTER OR WIN. To participate in the Contest, you must:
  - Have registered for FMF 2023; AND
  - Complete an [FMF session evaluation](#) through the FMF website during the Contest Period

Entrants will receive one (1) entry in the Contest per valid email address related to EACH session evaluation submitted. All entries must include the Entrant’s valid email address, the specific FMF session evaluated, and answers to all questions. Any attempt or suspected attempt to use robotic, automatic, programmed or otherwise illicit means to enter the Contest, or any other methods not authorized by these Official Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor’s sole discretion, shall be deemed as tampering and may disqualify the Entrant from entering, participating, and/or winning the Prize. Entries that contain false or incomplete information are void. Entries that are late, illegible or incomplete, altered or otherwise irregular, or that do not conform with or satisfy any or all of the conditions of the Official Rules are void.

Entrants grant the Sponsor a non-exclusive license to use all entries for any purpose. No correspondence will be entered into except with the Prize Winner, as defined below. Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry.

5. **Contest Prize and Odds of Winning:** There is one (1) prize available to be won consisting of one complimentary four-day registration certificate for FMF 2024 (the

“Prize”), for which the value varies depending on the winning Entrant (the “Prize Winner”)’s attendee category. The approximate value of the Prize is between \$550 and \$1,625 CAD, plus taxes. The Prize entitles the Prize Winner to attend the live FMF 2024 event, taking place over dates set in November 2024 in Vancouver, BC, and may not be used for any other CFPC event, including future FMF conferences.

To redeem the Prize, the Prize Winner will be required to register for FMF 2024 before September 15, 2024 at 11:59 p.m. (ET) (the “Registration Deadline”) by emailing [fmfinfo@cfpc.ca](mailto:fmfinfo@cfpc.ca) or calling an FMF Customer Service Representative at 1-800-387-6197 x 800. Failure by the Prize Winner to register for FMF 2024 before the Registration Deadline will render the Prize invalid.

The Prize must be accepted as awarded, is not transferable, and cannot be converted to cash, except that the Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value.

The Prize does not include the additional costs of workshops, events, or ancillary activities not included in the daily registration fee nor does it include any form of transportation to FMF, including transportation from the Prize Winner’s home to the departure airport or ground transportation from the destination city airport. Personal expenses, gratuities, meals, travel, accommodations, medical insurance, and any other expenses are also not included and shall be incurred at the Prize Winner’s own cost.

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

6. **Random Draw, Notification, and Confirmation of Winner:** On January 17, 2024 at approximately 10:00 a.m. (ET), the Sponsor will conduct a random draw from all eligible entries received during the Contest Period. The selected Entrant will be deemed the Prize Winner if they meet all of the eligibility criteria set out in these Official Rules. If the selected Entrant does not meet the eligibility criteria, they will be disqualified and will not receive the Prize and another Entrant will be selected by way of a random draw from the remaining eligible entries. Before being declared the Prize Winner, the selected Entrant will be required to (i) answer a skill-testing question (without aid or assistance); (ii) sign and return the Sponsor’s Declaration of Eligibility and Liability/Publicity Release form (the “Winner Release”) and (iii) comply with all other Official Rules, all in the sole discretion of the Sponsor.

Reasonable attempts will be made to contact the Prize Winner by phone/email within five (5) business days of the draw. The Sponsor will notify the Prize Winner through the phone number and/or email address provided at the time of entry into the Contest. If the Prize Winner cannot be reached within five (5) business days, fails to answer the skill-testing question correctly, fails to sign and return the Winner Release within two (2) business days of the date indicated on the Winner Release, or otherwise fails to comply with the Official Rules, they will be disqualified and will forfeit the Prize and another Entrant from among the eligible entries may be drawn in accordance with these

Official Rules. The Sponsor is not responsible for the failure for any reason whatsoever of an Entrant or Prize Winner to receive notification or for the Sponsor to receive the Prize Winner's response.

7. **Release and Indemnification.** By participating in the Contest, Entrants agree to be bound by these Official Rules. The Prize Winner may be required to sign the Sponsor's Winner Release to: (i) confirm eligibility for the Contest and compliance with all Official Rules; (ii) agree to accept the Prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its advertising and promotional agencies, counsel, marketing partners, Facebook Twitter, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development, and execution of the Contest ("**Released Parties**") from any and all manner of action, cause of action, claim or demand, loss or injury, or any suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, or any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by the Prize Winner with any aspect of the Contest or the Prize, liability for physical injury, death, or property damage which the Prize Winner's, guests or other third parties, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the Prize Winner's participation in the Contest and/or in connection with the acceptance and/or exercise by the Prize Winner of the Prize, as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by the Prize Winner with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by the Prize Winner, use or misuse of the Prize, or any travel related thereto.

The Sponsor is not responsible for: (i) registering the Prize Winner for FMF 2024 or for any failure or inability by the Prize Winner to meet the Registration Deadline; (ii) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded the Prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries that fail to fully comply with these Official Rules; (iii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iv) lost, incomplete, delayed, mutilated or misdirected entries or Winner Releases; (v) injury or damage to Entrants' computers or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting the Prize; (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrants' participation in the Contest or receipt or use or misuse of the Prize, including any related travel and the use of entries by the Sponsor; (vii) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise; or (viii) late, lost, misdirected, or unsuccessful efforts to

notify a potential Prize Winner. The Sponsor shall not be held liable to the Prize Winner for any expenses incurred as a consequence of travel cancellation or delay for their attendance at FMF 2024.

8. **General:** Decisions by the Sponsor are final on all matters of fact, interpretation, eligibility, procedure and fulfillment in respect of the Contest. The Sponsor reserves the right, in its sole and absolute discretion and subject only to the approval of the Régie des alcools, des courses et des jeux (the “Régie”), as applicable, to cancel, terminate, modify, or suspend the Contest or to modify these Official Rules for any reason and without prior notice, including should unauthorized human intervention or other causes beyond the control of the Sponsor corrupt or affect the administration, security, fairness, proper play, or conduct of the promotion. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, the Sponsor reserves the right to terminate the Contest and it may conduct a random draw from all previously received eligible entries received.
9. **Privacy:** By entering the Contest, each Entrant consents to the use of their personal information by the Sponsor or its agents or representatives for the purpose of administering the Contest, including for Prize fulfillment purposes, where applicable, and acknowledges that the Sponsor may use and disclose their personal information in connection with any of the aforementioned activities. Moreover, by accepting the Prize, the Prize Winner agrees that the Sponsor may use the Prize Winner’s name, comments, city, and province of residence, and/or photographs, without compensation in any advertising or publicity. The Sponsor will use each Entrant’s personal information only for identified purposes and will protect each Entrant’s personal information in a manner that is consistent with the Sponsor’s [Privacy Policy](#).
10. **Law:** The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal, and local laws. To the fullest extent permitted by applicable law, this Contest shall be governed by and construed in accordance with the laws of the Province of Ontario, including all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Entrants’ rights and obligations or the rights and obligations of the Sponsor, and procedural provisions.
11. **Disputes:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsors. Except where prohibited, Entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or the Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the province of Ontario.

**QUEBEC RESIDENTS:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

12. **Intellectual Property.** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans, and representations, are owned by the Sponsor. All rights reserved. Unauthorized copying or use of any of the Sponsor's intellectual property without the express written consent of the Sponsor is strictly prohibited.
  
13. **Social Media.** This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook and/or Twitter. Any personal information provided in connection with the Contest is being provided to the Sponsor and not to Facebook and/or Twitter. Any questions or comments regarding the Contest must be directed to the Sponsor and not to any of the social media platforms on which the Contest may have been advertised, promoted or administered.