

## Scrubs in the City Mexico City 2024 Promotional Contest Rules (the “Contest Rules”)

1. Promotional Period and Location.

The offering of tickets to the promotional draws (collectively the “**Contest**”) that will take place commencing on Tuesday, May 28, 2024 at 10:00am EST via an online platform found at [www.skscrubs.ca](http://www.skscrubs.ca) until June 6, 2024 at 10:00am EST and during the Scrubs in the City Mexico City 2024 fundraising event (the “**Event**”) at the Evergreen Brick Works, 550 Bayview Avenue, Toronto, ON M4W 3X8 on Thursday, June 6, 2024 from 6:00pm EST until Thursday, June 6, 2024 at 10:30 pm EST (the “**Contest Period**”). The promotion is in support of neurosurgery and neurodiagnostic lab equipment upgrades at The Hospital For Sick Children. The draw for the Prizes (defined below) will take place at the Event at approximately 10:30 pm EST (the “**Contest Time**”). Limit of ten (10) entries per person, per household. The Contest is sponsored by The Hospital For Sick Children Foundation (the “**Sponsor**” or “**SickKids Foundation**”).

2. ELIGIBILITY. The Contest is open to all legal residents of Canada excluding Quebec who are at least 18 years of age.

SickKids Foundation staff, board members, and volunteers directly involved in the conduct of the promotion are prohibited from entering this promotion.

3. HOW TO ENTER. Tickets can be obtained during the Contest Period. The Sponsor is asking \$125 for one ticket or \$100 per ticket if 3 or more tickets are purchased. The no purchase entry requirement is listed in Section 5 hereto.

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

4. PRIZES. Prizes must be taken as offered and are neither transferrable nor redeemable for cash, as the winner of a Prize will not be able to elect any substitutions or cash equivalent. The Sponsor reserves the right, in its sole discretion, to substitute any of the Prizes listed below with another prize of equal or greater value. Participants are eligible to win one of three prizes (individually a “**Prize**” and collectively the “**Prizes**”):

(i) **The Travel Prize:**

Two (2) Business Class tickets from Toronto to any Air Canada destination:

Travel voucher is for two complimentary business class return tickets from Toronto to any Air Canada scheduled destination. Tickets must be booked online at [aircanada.com](http://aircanada.com) using the promotion code provided in the Prize letter. Transportation is valid on board Air Canada, Air Canada Rouge™, or Air Canada Express™ carriers (not valid on Star Alliance partners or code sharing carriers) and is subject to availability at the time of reservation. Travel is not permitted during the standard blackout periods, which are subject to change without notice. Please refer to the blackout dates below for more details. **All applicable fees (such as airport/departure taxes, security charges, or other third party fees, taxes or charges) are the sole**

**responsibility of the bearer of the ticket.** Based on destination and aircraft type, Business Class and/or Air Canada Signature Class may not be available. Any changes to an existing reservation must be done on aircanada.com under “Manage My Bookings/Flights”. Once tickets have been issued, the origin and destination cannot be changed; flight time and/or date of travel change may carry a change fee per ticket and is only permitted prior to June 6, 2025. Travel must be completed by June 6, 2025 and blackout periods apply. A replacement promotional code will not be issued if a booking is cancelled for whatever reason. Extensions for the above-mentioned travel booked by and travel completed by deadlines are not permitted under any circumstances. Travel does not qualify for Aeroplan points accumulation or for mileage/points accumulation in any other frequent flyer program. Stopovers or multi-city itineraries are not permitted. The use of eUpgrade credits is not permitted. Upgrading to Business Class or Premium Economy is not permitted other than at your own expense through the Last Minute Upgrade Purchase as further described at <https://www.aircanada.com/ca/en/aco/home/book/upgrades/last-minute-upgrade-purchase.html#/>. For travel in North America (including Hawaii), travel is not permitted July 27, 2024 to August 11, 2024, December 14, 2024 to January 8, 2025 and April 16, 2025 to April 23, 2025. Additional blackout dates for sun destinations (including Mexico, the Caribbean and Central America but excluding Mexico City) are December 11, 2024 to January 12, 2025. For travel internationally (including Mexico City but excluding India, Beijing and Shanghai), travel is not permitted June 20, 2024 to September 8, 2024 and December 11, 2024 to January 12, 2025. Additional blackout dates for flights from Canada to India are June 20, 2024 to July 31, 2024, October 17, 2024 to November 23, 2024 and December 9, 2024 to December 24, 2024. Additional blackout dates for flights from India to Canada are July 11, 2024 to September 15, 2024, and December 15, 2024 to April 30, 2025. Additional blackout dates for flights from Canada to Beijing/Shanghai are June 20, 2024 to September 8, 2024, December 11, 2024 to January 6, 2025 and April 25, 2025 to May 11, 2025. Additional blackout dates from Beijing/Shanghai to Canada are June 20, 2024 to September 15, 2024, December 21, 2024 to January 29, 2025 and March 28, 2025 to April 6, 2025. **Please note that blackout periods are subject to change without notice.** Tickets are not transferable, not refundable, and not redeemable for cash nor valid on Air Canada Vacations packages. Frequent flyer mileage accumulation is not permitted. Promotional pass recipients may be held liable to Air Canada for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets. Entry into the Maple Leaf Lounge is not permitted unless flying Business Class and will be subject to availability. Entry into the Signature Suite is not permitted. Tickets are subject to Air Canada’s general conditions of carriage publicly available at <https://www.aircanada.com/ca/en/aco/home/legal/conditions-carriage-tariffs.html#/>. The promotional code may not be distributed or sold, or otherwise used for commercial or personal gain, other than for the purpose for which it is intended. Air Canada reserves the right to modify or cancel this promotional code at its discretion. Any violation of these conditions may be subject to cancellation of the promotional code, of any booking made using this promotional code, and/or to any legal or other recourse available for the recovery of damages suffered or costs, expenses or loss incurred as a result of such prohibited use.

Valued at approximately \$28,200 and includes applicable air transportation charges (fuel surcharges, Canadian navigation surcharges and travel agent fees) but excludes all taxes, fees and other charges.

And

A \$5,000 Fairmont Gift Card. Gift card will be purchased in the Prize winner’s name following the Event. Enjoy a luxurious and comfortable stay in extraordinary destinations, an exceptional dining experience, in

one of Fairmont's award-winning restaurants, pampering spa treatments or exhilarating activities. Fairmont gift cards never expire, and can be used at any Fairmont hotels and resorts worldwide, Fairmont Stores either on property or online and at Fairmont spas including, Willow Stream Spa locations. Valued at \$5,000. Gift certificates are subject to the terms and conditions of the prize provider. The Sponsor reserves the right, in its sole discretion, to substitute a similar prize of equal or greater value.

And

An Original Cabin in Silver from RIMOWA. The unmistakable RIMOWA Original aluminum suitcase with its distinctive grooves is regarded as one of the most iconic luggage designs of all time. Made from high-end anodised aluminum, the RIMOWA Original Cabin in silver is engineered with longevity in mind. Remarkably robust and surprisingly lightweight, the timeless classic is an unparalleled example of craftsmanship and innovation. Designed to fit in most airplane overhead compartments, this lightweight cabin suitcase is ideal for a short weekend or business trip. Includes a complimentary leather luggage tag and sticker set and complimentary tag embossing and tune up service provided by RIMOWA Toronto Boutique.

Valued at \$2,102 including HST.

TOTAL VALUE OF THE TRAVEL PRIZE: approximately \$35,302

**(ii) The Vehicle Prize:**

One (1) \$25,000 Gift Certificate from Dilawri Group of Companies. This gift certificate is valid towards the purchase of a new vehicle at any of the 81 Dilawri Group dealerships across Canada. The value of this certificate can be applied towards the payment of taxes and/or shipping. The gift certificate cannot be redeemed for cash. Must be redeemed in one transaction and cannot be combined with any other offer. Certificate expires June 1, 2025.

**(iii) The Jewelry Prize:**

One (1) pair of custom made stamped 14k yellow gold earrings set with 42 round mix cut natural rubies, pink and orange sapphires in claws setting from Penwarden Fine Jewellery.

Retail replacement value is \$12,650 plus HST.

5. **NO PURCHASE ENTRY.** To obtain an entry to the Contest without purchasing a ticket, write your full name, age, phone number, full mailing address, email address and a handwritten original 250 word essay on your connection to The Hospital For Sick Children on a piece of paper, and scan and email it to [skscrubs@sickkidsfoundation.com](mailto:skscrubs@sickkidsfoundation.com) with the subject "Scrubs in the City Mexico City 2024 Promotional Contest – No Purchase Entry" commencing on Tuesday, May 28, 2024 at 10:00am EST until June 6, 2024 at 12:00pm EST and you will receive one (1) ballot entry into the Contest. You may also enter the Contest without purchasing a ticket, by providing a handwritten original 250 word essay on your connection to The Hospital For Sick Children on a piece of paper and provide it to the Contest desk at the Event before the Contest Time at the Event. You will receive one ticket which you must then complete and follow the instructions to enter. No photocopied, computer-generated, artificial intelligence generated,

mechanically reproduced or mass entries permitted. 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. 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.

6. DRAW. Odds of being selected depend on the total number of eligible entries.

There will be three (3) draws for the Prizes which will take place at the Contest Time at the Event location via random draw for each Prize conducted from among all eligible entries received during the Contest Period. In order to qualify, the entrant must have entered the Contest as set out under the heading "How To Enter" or "No Purchase Entry", as applicable, set out above. After each draw, the Prize winner will be recorded, and the ticket will be removed from the drum for the remaining draws. The persons selected for each Prize will be announced at the Event. Selected entrants who are not at the Event for the draw for the Prizes will be attempted to be contacted by telephone or email, if provided by the entrant, with further information on how to claim the Prize.

Before being declared a winner of any Prize, the selected entrant must correctly answer, unaided, a mathematical skill-testing question and complete, sign and return a declaration and release form (and any other documents, as applicable) within fourteen (14) days of being the selected entrant (the "**Prize Claim Date**"). All Prizes must be claimed by the Prize Claim Date.

If a selected entrant cannot be reached within fourteen (14) days of being selected for a Prize, is not in compliance with these Contest Rules, incorrectly answers the skill-testing question, declines the Prize as awarded, or fails to return the declaration and release form (and any other documents, as applicable) by the Prize Claim Date, the Prize shall be forfeited to the Sponsor and Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries. Prizes will be awarded upon receipt of the properly completed and executed declaration and release form and verification of Prize winner's identity. A selected entrant may be required to provide photo identification, their occupation and employer in order to substantiate their eligibility.

7. TRIPS. With respect to the Prizes that include a trip component, bookings are subject to availability, changes in itinerary and other restrictions. Blackout dates may apply. At the time of booking, Prize winner must provide valid travel documents (where applicable) for both the Prize winner and if necessary, any traveling companions. Bookings are also subject to all rules and regulations of the applicable airline or other carrier. Trip must be taken during select dates. Trips cannot be modified by Prize winner. All bookings are subject to existing availability and are subject to change. The Sponsor shall have no responsibility for trip cancellations, alterations, weather delays, weather cancellations or other changes to the trip itinerary and by accepting the Prize, the Prize winner acknowledges and accepts such risks. **The Prize winner and guests will be responsible for all costs related to the Prize that are not specified as being included in the Prize, including, but not limited to, side trips, departure tax, transportation tax, PST, GST, HST; all other such taxes, travel and health insurance, personal expenses, medical expenses, certain meals, beverages, alcoholic beverages, gratuities, gift shop purchases, phone calls and all other expenses and travel requirements not specifically described above as being included in the Prize.** The Prize winner may be required by the airline or hotel to provide an accepted and valid credit card to cover incidental charges (including but not limited to: telephone charges, special purchases, etc.) The Prize winner and

guests must travel on the same itinerary and must each have valid travel documents (where applicable). Please note that all necessary travel documents are solely the responsibility of the Prize winner and his/her traveling companions. Sponsor is not responsible in the event Prize winner and/or travel companion are refused entry into destination Country or re-entry into Canada for whatever reason. The Prize is non-transferable and must be accepted as awarded, as there will be no substitutions and no cash equivalent.

8. The decisions of the Sponsor are final and entrant agrees to abide by all of the instructions and decisions of the Sponsor. In the event of any dispute regarding the interpretation of these Contest Rules, the decision or interpretation of the Sponsor shall prevail.
9. No communications will be entered into except with selected entrants. The Prize winners will be announced following the completion of the Contest at the Event.
10. All entries become the property of the Sponsor. Any entry that is illegible, incomplete, altered, or contains false information, is invalid. Sponsor is not responsible for lost, stolen, delayed, damaged or misdirected claims or entries or for any problems or technical malfunction of any internet or telephone network or broadcast transmission during the Contest Period. The Sponsor is not responsible for any errors or omissions with respect to the printing or advertising of this Contest and reserve the right to withdraw, amend or cancel this Contest in the event of a printing or administrative error.
11. The Sponsor may, at their sole discretion and without liability, terminate the Contest in whole or in part, without notice, or modify or suspend the Contest at any time, if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Sponsor corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Contest Rules.
12. The Sponsor and The Hospital For Sick Children, their employees, directors, officers, members, agents, successors or assigns accept no responsibility for loss, damage or claims caused by the awarded Prize or the Contest itself. By entering, entrant releases and holds harmless the Sponsor, The Hospital For Sick Children, the Prize providers and all their respective directors, officers, members, employees, agents, successors and assigns (the "**Contest Group**") from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest or any Prize won. Entrant further agrees that entrant will from time to time and at all times hereafter jointly and severally hold harmless and fully indemnify the Contest Group from any and all actions, causes of actions, claims and demands whatsoever which may be brought against or made upon the Contest Group and against all loss, liability, judgements, costs or expenses which the Contest Group may sustain, incur or be put to resulting from or arising out of any act or omission on the entrant's part or entrant's servants, agents, successors or assigns which was done, or purported to have been done, in connection with the Contest or any Prize won.
13. The Sponsor reserves the right at its sole discretion to disqualify any individual from the Contest if the Sponsor finds or believes such individual to be tampering with the entry process or the operation of the Contest; to be acting in violation of the Contest Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsor, other entrants or any other person. Any

attempt by an entrant or any other person to undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

14. By entering this Contest, each entrant consents to the Sponsor's use, should the entrant become a Prize winner, of the entrant's name, place of residence and photograph or other likeness, and essay submission (if applicable) without further compensation or notice, for publicity, advertising or informational purposes in any media or format (including the Internet) in connection with this Contest or future similar Contests and grants to the Contest Group any and all rights to said use without further compensation.
15. For the purposes of these Contest Rules, the entrant is the person whose personal information is provided on the online ticket entry form, the ticket entry form at the Event and/or somewhere else such as on the request for a no purchase entry, as the case may be. It is to this person that the mathematical skill-testing question will be asked and the Prize awarded if selected and declared a Prize winner.
16. Unless entrants otherwise indicate, the personal information gathered about entrants in the course of this Contest will be used by the Sponsor for the administration of the Contest, fundraising, the administration of donations, providing information about the activities of SickKids Foundation and The Hospital For Sick Children, to comply with legal and regulatory requirements and to ask for support in SickKids Foundation's mission to improve children's health. Each potential Prize winner agrees to the use of his/her/their name, comments, photograph, essay submission (if applicable) and other likeness for publicity purposes, and grants to the Contest Group any and all rights to said use without further compensation.
17. The Sponsor shall not be responsible for any damages for a failure to operate the Contest in accordance with these Contest Rules in any case where their incapacity to act results from circumstances or a situation beyond their reasonable control or because of a strike, lock-out or any other labour dispute in their company or those of businesses which services are used for holding this Contest, war, riot, insurrection, national, provincial or regional emergency, epidemic, pandemic, acts of the government of Canada or of any province or governmental agency or official thereof, court order, earthquake, terrorism, civil commotion, fire, flood, accident, storm or any other act of nature.
18. These Contest Rules and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party attorns to the jurisdiction of the courts of the Province of Ontario located in Toronto.
19. The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.