

THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTESTS AND GIVEAWAYS ADMINISTERED BY CAREER PATHS FOR SKILLED IMMIGRANTS (BACK IN MOTION REHAB INC). THE CONTESTS ARE INTENDED TO BE CONDUCTED IN THE PROVINCE OF BRITISH COLUMBIA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTESTS CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES.

## **1. ELIGIBILITY**

To be eligible to enter a Contest, an individual must:

- (a) be a legal resident of, and the age of majority in, the province of British Columbia
- (b) if applicable, be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest
- (c) if applicable, have a valid Facebook or Twitter account at the time of entry

Employees of Back in Motion Rehab Inc. its parent, affiliates, subsidiaries, related companies, successors and assigns related and promotional agencies and contest prize providers (Sponsors), a person who has been confirmed as a winner of one (1) Back in Motion administered contest within one (1) year preceding the indicated Contest start date, and/or a household member of any of the above, are not eligible to enter or participate in the Contests unless otherwise specified.

Back in Motion Inc./The Sponsors shall retain the right at any time to require proof of identity and/or eligibility to participate in the Contests. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Back in Motion Inc./the Sponsors for the purpose of the Contests must be truthful, complete, accurate and in no way misleading. Back in Motion Inc./The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information. In the event that entries appear to be manufactured and fictitious, Back in Motion Inc./Sponsors retain the right to disqualify the entry.

## **2. CONTEST PERIODS**

Each Contest Period shall start and end as announced, on social media, website or in email, after which time the Contest will be closed and no other entries shall be accepted.

## **3. HOW TO ENTER**

(a) There is no purchase necessary to enter a Contest. For details on how to enter prior to the end of an applicable Contest Period, visit [www.careerpaths.ca/referral-competition/](http://www.careerpaths.ca/referral-competition/) and follow directions as instructed. Entries must be received prior to the end of the applicable Contest Period to be eligible for entry.

(b) There are no limit to the number of entries per Contest Period, unless otherwise indicated. However, fictitious referrals/entries will be disqualified.

(c) Entries received by email shall be deemed to be submitted by the authorized account holder of the e-mail address, or the Facebook or Twitter account associated with the entry, as applicable. For the purposes of these Contest Rules, "authorized account holder" of an e-mail address, Facebook or Twitter account is defined as the natural person who is assigned to an e-mail address, Facebook or Twitter account by an Internet access provider, on-line service provider, Facebook, Twitter or other organization responsible for assigning e-mail addresses, Facebook or Twitter accounts for the domain or account associated with the submitted e-mail address, Facebook or Twitter account. Each selected entrant may be required to provide Back In Motion Inc. with proof that the selected entrant is the authorized account holder of the e-mail address, Facebook or Twitter account associated with the winning entry.

#### **4. PRIZES**

(a) Each Contest prize shall have an approximate retail value of between one Canadian dollar (CDN \$1.00) and Two Hundred Canadian dollars (CDN \$200.00) and shall be announced and described in email, on Facebook, Twitter and/or the Contest Website at the beginning of each Contest Period. Winners shall not be entitled to receive the difference between the actual prize value and the approximate prize value.

(b) Winners will be contacted by Back in Motion Inc./the Sponsors with instructions on how to claim the prize.

(c) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Back in Motion Inc./the Sponsors. Any unused portion of a prize will be forfeited and have no cash value. Back in Motion Inc./The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.

(d) Back in Motion Inc./The Sponsors shall not assume any liability for lost, damaged or misdirected prizes.

(e) In the case of gift cards or gift certificates, the terms by which the gift cards or gift certificates may be redeemed are governed by the applicable retailer or service provider. Back in Motion Inc. is not responsible for administering or ensuring compliance with the terms and conditions of the gift cards or gift certificates.

#### **5. PRIZE CONDITIONS**

All incidental costs and expenses not specifically referred to herein as part of the prize description (the “Expenses”) are the sole responsibility of the prize winner and/or guest(s), where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from Back in Motion Inc./the Sponsors.

#### **6. WINNER SELECTION**

(a) Following the end of the applicable Contest Period, Back in Motion Inc. will select one (1) entrant (or more, if applicable, based on the number of prizes available to be won) by a random draw from all eligible entries received during the Contest Period, unless otherwise indicated. Each entrants shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received for the Contest. Any remaining entries will not be carried over for entry in the next Contest.

(b) If the selected entrant does not respond within three (3) business days of notification, he/she will be disqualified and will not receive a prize and another entrant may be selected (as determined by Back in Motion Inc. in its sole discretion) until such time as an entrant satisfies the terms set out herein. Back in Motion Inc./the Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for Back in Motion Inc./the Sponsors to receive a selected entrant’s response.

(c) If, as a result of an error relating to the entry process, drawing or any other aspect of a Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants to award the correct number of prizes.

#### **7. INDEMNIFICATION BY ENTRANT**

By entering a Contest, each entrant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrants or any other person, including personal injury, death, or property

damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the Contest, any breach of the Contest Rules, or in any prize-related activity. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

## 8. LIMITATION OF LIABILITY

Back in Motion Inc./the Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. Back in Motion Inc./the Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. Back in Motion Inc./the Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Back in Motion Inc./the Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. Back in Motion Inc./the Sponsors are not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Back in Motion Inc./the Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of Back in Motion Inc./the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest Website.

## 9. CONDUCT

By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of Back in Motion Inc./the Sponsors, which shall be final and binding in all respects. Back in Motion Inc./the Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be:

- (a) violating the Contest Rules
- (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website
- (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Back in Motion Inc./the Sponsor's property or service
- (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, BACK IN MOTION INC./THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.**

If applicable, winners (and guests, if applicable) must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. Back in Motion Inc./The Sponsors reserve the right to remove from any prize-related locations, any winner and/or guest who breaks such rules and/or fails to behave appropriately and to disqualify such winner and/or guest.

## 10. PRIVACY / USE OF PERSONAL INFORMATION

(a) By participating in the Contest, each entrant:

- (i) grants to Back in Motion Inc./the Sponsors the right to use his/her personal information provided when he/she enters the Contest and the Work (if applicable) (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the winners and coordinating the provision of the Contest prize
- (ii) grants to Back in Motion Inc./the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law
- (iii) acknowledges that Back in Motion Inc./the Sponsors may disclose his/her Personal Information to third-party agents and service providers of Back in Motion Inc./the Sponsors in connection with any of the activities listed in (i) and/or (ii) above.

(b) Back in Motion Inc. will use each entrant’s Personal Information only for identified purposes, and protect each entrant’s Personal Information in a manner that is consistent with the Back in Motion Inc. Policy: <http://backinmotion.com/privacy-policy-2014>

## 11. TERMINATION

Back in Motion Inc. reserves the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend or suspend a Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

## 12. LAW

These are the official Contest Rules. The Contests are subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over Back in Motion Inc./the Sponsors and/or the Contests. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and Back in Motion Inc./the Sponsors in connection with the Contests shall be governed by and construed in accordance with the laws of the province of British Columbia including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.

## 13. LANGUAGE DISCREPANCY

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

## 14. 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 Career Paths for Skilled Immigrants (Back in Motion Inc.) and not to Facebook and/or Twitter. Any questions or comments regarding a Contest must be directed to Career Paths for Skilled Immigrants (Back in Motion Inc.) and not to any of the social media platforms on which the Contest may have been advertised or administered.