OFFICIAL CONTEST RULES

The **HoHoHoliday 5k** Fundraising Contest (the "**Contest**") is being conducted by the Make-A-Wish Foundation of Canada ("**MAW**" – hereinafter referred to as the "**Contest Sponsor**") and shall be construed and evaluated according to applicable Canadian law. The Contest is open to legal residents of Canada over the legal age of majority in their jurisdiction of residence. Do not enter the Contest if you are not a legal resident of Canada over the legal age of majority in your jurisdiction of residence. Contest is void in whole or in part outside of the jurisdiction(s) expressly listed above and where otherwise prohibited or restricted by law. Entry in this Contest constitutes each entrant's acceptance of, and agreement to be legally bound by, these Official Rules and Regulations (the "**Rules**").

1. ELIGIBILITY.

a. To be eligible for this Contest, an individual must be a legal resident of Canada who is over the legal age of majority in his/her jurisdiction of residence at the time of entry. Employees, representatives and agents of Contest Sponsor, and each of their respective affiliates, subsidiaries, related entities, advertising and promotional agencies, and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the "**Contest Parties**"), and the household members (whether related or not) and/or the immediate family members of any of the Contest Parties, are not eligible to participate in the Contest. For the purpose of these Rules, "immediate family members" means husband, wife, spouse, common law spouse, mother, father, grandmother, grandfather, brother, sister, son and/or daughter, whether or not they reside in the same household.

b. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Contest Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification of the applicable entrant in the sole and absolute discretion of the Contest Sponsor. All personal and other information requested by and supplied to the Contest Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry or entrant in its and their sole discretion, should any Entry or entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

2. CONTEST PERIOD.

The Contest opens on October 1st, 2026 at 12:00 am EST and closes on December 31st, 2026, at 11:59 pm EST (the "**Contest Period**").

3. HOW TO ENTER.

a. **Participants who raised over $250:** Every participant will receive one (1) Entry for raising over $250 (CAD).

IMPORTANT NOTE: HOW TO SUBMIT ONLINE DONATIONS

To be eligible to count towards your total fundraising amount (the "**Amount**") for the purposes of this Contest, all donations (the "**Donation(s)**") you fundraise and/or make in relation to this Contest must be completed online through your account on the Website during the Contest Period. For any Donations received offline, you have one of the following two (2) choices:

1. If you have collected offline Donations (e.g., cash and/or cheques payable directly to you), then you may choose to visit the Website during the Contest Period and input the Donations directly through the Website using your credit card. You must input the actual donor's full name and complete mailing address, along with a valid email address for the donor. If the actual donor's email address is not available, then you may input your own email address and then forward any tax receipt, if applicable, to the donor.

2. Alternatively, any offline Donations that you have collected (e.g., cash and/or cheques payable directly to you or the Contest Sponsor) may be forwarded directly to Contest Sponsor for processing. In such circumstances, however, any such Donations received offline (even if such Donations are subsequently processed and reflected online) and/or processed outside the Contest Period will **NOT** be counted towards your Amount.

All Donations are subject to verification by the Contest Sponsor in its sole and absolute discretion. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of the validity of any Donation (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification). Failure to provide such proof to the complete satisfaction of the Contest Sponsor in a within the timeframe specified by the Contest Sponsor, in its sole and absolute discretion, may result in disqualification of the Donation. In the event of a discrepancy regarding a Donation (including, without limitation, the validity of a Donation to be counted towards a participant's Amount), the Contest Sponsor will investigate the matter and its decisions in this, and all other regards will be final and binding without right of appeal.

4. ADDITIONAL ENTRY RULES.

Participants are limited to one (1) Entry. If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Contest Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Contest Sponsor (and, if disqualified, will have his/her Entry/Entries deemed null and void).

The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries, Requests, Donations and/or other information (all of which is void).

In the event of a dispute as to the identity of the person submitting an Entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entrant to be the authorized account holder of the e-mail address associated with the Entry. For the purpose of these Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be required to provide the Contest Sponsor with proof that the entrant is the authorized account holder of a particular e-mail address associated with the applicable Entry.

5. PRIZE.

There will be one prize (1) available to be won (the "Prize"). The details and approximate retail value of each Prize are set out in Schedule "A" to these Rules. Under no circumstance whatsoever will any difference between the actual and approximate retail values be awarded.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or or convertible to cash (except as may be specifically permitted by Contest Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted except at Contest Sponsor's option; (iii) the costs of everything not expressly and specifically stated herein as included in the applicable Prize are the sole and absolute responsibility of the confirmed winner; (iv) if the confirmed winner does not utilize any part(s) of the applicable Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Contest Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Contest Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the applicable Prize or any component thereof; and/or (b) substitute the applicable Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Contest Sponsor's sole discretion, a cash award; and (vi) by accepting the applicable Prize, the confirmed winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the applicable Prize or a component thereof does not prove satisfactory, either in whole or in part.

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of any Prize. No compensation whatsoever will be provided to a confirmed winner or any other person or entity in the event of such delay, cancellation or other event contemplated herein.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Contest Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize each confirmed winner agrees to waive all recourse against the Contest Sponsor and all the other Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

6. ELIGIBLE WINNER SELECTION.

One (1) eligible winner shall be selected as follows:

a. The odds of being selected as the potential winner are dependent upon the number of eligible Entries submitted and received in accordance with these Rules. On January 7th, 2027, at approximately 12:00 pm [noon] in Toronto, Ontario (the "**Draw Date**"), a data pull for all eligible Entries will be completed and one (1) potential winner will be selected by a random draw from all eligible Entries submitted and received in accordance with these Rules.

b. Following the Draw Date, the Contest Sponsor or its designated representatives will make no less than three (3) attempts to contact the eligible winner by phone and/or email, during the ten (10) day period (the "**Contact Period**") immediately following the Draw Date. Upon notification, the eligible winner must respond by telephone and/or email to the contact provided in the notification, and the eligible winner's response must be received by the Contest Sponsor by no later than 5:00 pm EST on the required return date stipulated in such notification. If the potential winner does not respond in accordance with these Rules, he/she may be disqualified, at the sole and absolute discretion of the Contest Sponsor, in which event he/she will not receive the Prize and another potential winner may be selected from the remaining eligible Entries, in the Contest Sponsor's sole discretion, whom the Contest Sponsor or its representatives will attempt to contact, and who must respond or will be subject to disqualification, in the same manner (adjusting timeframes, including the Contact Period, accordingly). Neither the Contest Sponsor, nor any of the other Released Parties are responsible for the failure for any reason whatsoever of the eligible winner to receive notification or for the Contest Sponsor to receive the eligible winner's response.

c. Before being declared as the confirmed winner, the eligible winner will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged telephone call and comply with the Rules. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. No individual will be declared a winner until the Contest Sponsor officially confirms s/he as the winner in accordance with the Rules.

d. Once declared as the confirmed winner, the confirmed winner is no longer eligible to win any other Contest conducted in Canada by the Contest Sponsor until January 7, 2027.

7. RELEASE.

a. The confirmed winner will be required to execute a legal agreement and release ("**Release**") that confirms winner's:

- eligibility for the Contest and compliance with these Rules.
- acceptance of the Prize as offered.
- release of the Contest Sponsor and all of the other Released Parties from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize or any portion thereof, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and
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b. The executed Release must be returned within five (5) business days of the verification as a winner or the selected potential winner may, in the sole discretion of the Contest Sponsor, be disqualified and the Prize be forfeited.

8. INDEMNIFICATION BY ENTRANT.

By entering this Contest, each entrant releases and holds each of the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Released Party or any other person or entity, including, without limitation, 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 this Contest, any breach of these Rules, or in any Prize-related activity. Each entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

9. LIMITATION OF LIABILITY.

a. The Released Parties assume no responsibility or liability whatsoever for lost, late, misdirected or incomplete Entries, Requests, Donations, notifications, responses, replies to requests or any Release, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused 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. The Released Parties 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, Requests, Donations and/or other information. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise. The Released Parties are not responsible for anyone being incorrectly and/or mistakenly identified as a winner or eligible winner.

b. The Released Parties are not responsible for any injury or damage caused to any entrant, person or entity relating to or resulting from participating or attempting to participate in 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 the Prize or any portion thereof. The Released Parties 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 the Contest Sponsor, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

10. CONDUCT.

By entering this Contest, each entrant agrees to be bound by these Rules, which will be posted at www.https://www.hohoholiday5k.com/ throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Contest Sponsor, which shall be final and binding without right of appeal in all respects. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (i) violating the Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Contest; and/or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THE CONTEST SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

11. PRIVACY & USE OF PERSONAL INFORMATION.

By participating in the Contest, the entrant:

a. grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and email address (the "**Personal Information**") for the purpose of administering the Contest, including, but not limited to, contacting the eligible winner; and

b. acknowledges that the Contest Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Contest Sponsor in connection with any of the activities listed in (a) above.

The Contest Sponsor and any third party agents of the Contest Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Make-A-Wish Foundation of Canada Privacy Policy available at :https://makeawish.ca/privacy-policy/ This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their Personal Information.

12. INTELLECTUAL PROPERTY.

All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Contest Sponsors and/or their affiliates. 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.

13. TERMINATION AND AMENDMENTS.

The Contest Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "**Régie**") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever.

Further, the Contest Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

Further, the Contest Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Contest Sponsor, for purposes of verifying compliance by any entrant, Entry, Request, Donation and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

14. GOVERNING LAW.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Contest Sponsor or any of the other the Released Parties in connection with the Contest shall be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, 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. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

For Quebec residents: *Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.*

15. LANGUAGE.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules (if available), television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Contest Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

16. GENERAL.

The invalidity or unenforceability of any provision of these 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 Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

SCHEDULE "A" –PRIZES

Prize Description	Number Available	Approximate Retail Value	Additional Prize Conditions
One roundtrip flight for two guests to any regularly scheduled and marketed WestJet destination!* (*No cash value, fees, taxes, surcharges not included, blackout dates and restrictions apply).	1	$4,240.00	The WestJet Gift of Flight Voucher (the "WestJet Voucher") is subject to the following conditions (as specified by WestJet): 1. This voucher is valid for one (1) roundtrip flight for two (2) guests to any regularly scheduled and marketed WestJet destination. Gift of flight vouchers are not valid for redemption on WestJet Vacations' or Sunwing Vacations' packages, flights operated by charters, codeshare partners, or interline flights. 2. This voucher is limited and subject to promotional space availability of eligible fare options and flight schedule. Not all flights have promotional space. 3. Fees, taxes, and surcharges are the responsibility of guests traveling and must be paid for at the time of booking with a valid credit card. Vouchers do not include optional fees such as checked baggage or cabin upgrades. 4. This voucher cannot be used on some dates, including statutory holidays and peak travel dates. 5. Flights must be roundtrip to and from the same locations. Flights must depart from city A to city B and return from city B to city A. All guests must travel together on the same itinerary, dates, and flights.

6. All bookings and travel must be completed by December 31st, 2027 at 12:00 am MST.

7. The WestJet Voucher cannot be extended. Additionally, changes to travel dates or guest names are not permitted once a booking has been confirmed.

8. Bookings made with a WestJet Voucher are not eligible for paid upgrades, except where the option to pay for an upgrade is available when checking in for the flight 24 hours prior to departure.

9. The WestJet Voucher becomes null and void if travel is cancelled once a booking is confirmed.

10. The individual booking the flight must be over the age of majority in their province.

11. The WestJet Voucher must be taken as offered and is not redeemable for cash.

12. The WestJet Voucher cannot be sold. In the event that it has been sold, this voucher will become void, and any flight bookings made with it will be cancelled immediately without notice or reimbursement. WestJet does not handle the payment, guarantee transactions, or buyer protection or seller certification, nor will WestJet be liable for the loss of funds resulting from a fraudulent transaction.

13. Guests travelling on a WestJet Voucher are not entitled to compensation amounts provided under passenger rights regimes. By redeeming this voucher, all guests travelling agree to release, and waive all claims against, WestJet relating to any and all liability, damage, or compensation entitlement arising under Canada's Air Passenger Protection Regulations.

14. WestJet and the other Released Parties are not responsible for lost or mishandled voucher. Once a voucher has been delivered to you, you are directly responsible for it.

Without limiting the foregoing, the following additional terms and conditions also apply:

- The confirmed winner and his/her guest are responsible for transportation to and from the gateway airport and all other expenses not expressly stated as included herein.

- Transportation is subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. The winner and his/her guest are responsible for all expenses other than those mentioned above as included including, but not limited to, other transportation, attractions,

			merchandise, souvenirs, travel insurance, travel visas and all other personal expenses of any kind. None of the Released Parties are responsible for, nor accept any liability whatsoever in relation to, any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any flight(s) and neither the winner nor any other person or entity will be compensated in the event of such delay, cancellation or other event described herein. Other restrictions may apply. • The WestJet Voucher is non-transferable and without limiting the foregoing, the WestJet Voucher may not be sold or traded, the WestJet Voucher must be taken as offered and cannot be substituted, redeemed, or exchanged for cash, credit or alternative prizes, except in the Prize Suppliers sole discretion. WestJet reserves the right to substitute the WestJet Voucher with a prize of equal or greater value. No credit or reimbursement will be provided if the WestJet Voucher is not utilized in full. The WestJet Voucher cannot be combined with any other promotional offer or offers provided by WestJet. • The WestJet Voucher is subject to all of the terms and conditions as stated by WestJet and will be delivered to the confirmed winner directly from the Contest Sponsor to the address/email address provided after the potential winner has been successfully contacted and notified of his/her Prize and has fully complied with the Rules (as determined by the Contest Sponsor in its sole and absolute discretion). Shipped Prizes shall not be insured and neither Contest Sponsor nor any of the other Released Parties shall assume any liability whatsoever for a lost, damaged, or misdirected element of the Prize. All bookings/confirmations must be made through the Contest Sponsor's designated representatives or as the Contest Sponsor may otherwise direct. • The confirmed winner's guest must: (a) be of the legal age of majority in his/her jurisdiction of residence (or have the consent of his/her parent/legal guardian to accompany the winner if the guest is under the legal age of majority in his/her jurisdiction of residence); and (b) sign (and have his/her parent/legal guardian sign if the guest is under the legal age of majority in his/her jurisdiction of residence) and return the Contest Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Contest Sponsor and all of the other Released Parties relating to his/her participation in the Prize (including, without limitation, any travel related thereto). It is strongly recommended and encouraged by the Contest Sponsor that the confirmed winner and his/her guest obtain sufficient personal travel and medical insurance prior to departure. Transportation is subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. **WestJet Voucher Approximate Retail Value**: has a maximum potential retail value of $4,240.00– although the actual value will depend on the destination chosen and time of booking from originating city. Under no circumstance whatsoever will any difference between the actual and approximate retail values be awarded.