# **Sun Run 2025 Contest Terms & Conditions**

## **CONTEST RULES**

The Sun Run Contest (the "Contest") is held in the city of Vancouver, province of British Columbia and the contest organizer and prize sponsor is Parkland Corporation (the "Contest Organizer"). The Contest commences April 25, 2025, at 12 a.m. PST and ends on April 26, 2025 at 11:59 p.m. PST, inclusively (the "Contest Period"). The Contest is governed by these rules (the "Contest Rules").

#### **ELIGIBILITY**

The Contest is open to residents of British Columbia, Alberta, Manitoba, Saskatchewan, Ontario, Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island who (i) are must be a Canadian resident, and (ii) have reached the age of majority in their province of residence at the time of entry, with the exception of the Contest Organizer's employees, representatives, and agents, those of any company, corporation, subsidiary, or other legal entity controlled by or related to the Contest Organizer, the participating establishments, suppliers of materials, promotional, advertising or other service entities relating to the Contest, as well as any member of their immediate family (including brothers, sisters, children, father, mother), their legal or common-law spouse, and individuals with whom such employees, representatives and agents are domiciled who are not eligible to participate (the "Participants"). By participating in the Contest, the Participants agree to be bound by the Contest Rules.

#### **HOW TO ENTER**

The Participants' Contest Entries, as defined below, must be received during the Contest Period. To enter the Contest and be eligible to win a Prize, as defined below, Participants must visit the Contest Organizer's booth at the Sun Run Pre-Race Festival. Each Participant must complete an entry form in which they are required to provide their full name, phone number, and email address (the "Contest Entry"). If applicable, Participants may also include their Journie Rewards membership ID; however, Participants do not need to be Journie Rewards members to enter the Contest. No purchase is necessary to enter the Contest, and only one (1) Contest Entry per Participant is allowed. Multiple Contest Entries from the same Participant will result in disqualification. The Contest Organizer reserves the right to disqualify any Contest Entry that is incomplete, illegible,

#### **PRIZES**

A total of six (6) prizes are available to be won by six (6) of the Participants (each, a "Prize" and collectively, the "**Prizes**") which consist of:

- One (1) first place prize is available to be won by one (1) Participant consisting of one (1) two hundred fifty dollars (\$250.00) Journie Rewards gift card; and
- Five (5) second place prizes are available to be won by five (5) Participants consisting of one (1) fifty dollars (\$50.00) Journie Rewards gift card.

The following restrictions apply to the Prizes: Journie Rewards gift cards are valid at participating locations (https://journie.ca/en-CA/destinations). The Journie Rewards gift cards have no value prior to their activation by the Contest Organizer. The Journie Rewards gift cards will be activated upon Winners', as defined below, receipt of the Journie Rewards gift cards. The Contest Organizer is not responsible for any lost, stolen, or damaged Journie Rewards gift cards. The Journie Rewards gift cards are not redeemable for cash and no refunds will be available. The Journie Rewards gift cards are subject to additional terms and conditions available at https://checkyourgiftcard.ca/en/. The Winner may be required to provide certain personal information for Prize fulfillment. The Prize cannot be split, is non-transferable and must be accepted as such, without possibility of substitution. Odds of winning depend on the number of eligible Contest Entries received during the Contest Period.

#### **DRAW**

A random draw to award the Prizes will be held by a third party designated by the Contest Organizer on April 28, 2025 at 9 a.m. PST (the "**Draw Date**") at 1401 W 8th Ave Vancouver BC, V6H 1C9. On the Draw Date, 6 (six) Contest Entries will be randomly selected from a server-generated list of all Contest Entries. The Winners will be contacted via phone number or email provided at the time of Contest Entry.

#### **HOW TO CLAIM A PRIZE**

Once selected for a Prize, the selected Participants must, before being declared an official winner (the "Winner"):

be available to be reached by phone number or email provided at the time of
Contest Entry within seventy-two (72) hours of the Draw Date. Any selected
Participant who cannot be contacted by the Contest Organizer during the seventytwo (72) hour period will be declared ineligible to receive the Prize and another draw
will be held to award the Prize. The same terms and conditions of the present
section of the Contest Rules apply to any subsequent draw;

- correctly answer the mathematical skill-testing question without assistance of any kind that will appear on the liability waiver form provided by the third party designated by the Contest Organizer (the "Waiver");
- sign the Waiver stating that he/she/they has read, understood, and complied with the Contest Rules. The Contest Organizer shall send the Waiver by email to the Participant, and it must be returned to the Contest Organizer within five (5) days of its receipt; and
- on request and in a timely manner, provide a piece of photo ID for verification purposes.

Upon receiving the duly signed Waiver, the Contest Organizer will notify the six (6) Winners of the manner in which he/she/they may obtain the Prize. If a Winner is found to be in violation of any of the aforementioned conditions or any conditions stipulated in the present Contest Rules, he/she will be disqualified and a new draw for the Prize will be held until six (6) Participants are selected and declared the Winners.

### **GENERAL RULES**

**Currency.** All amounts in the Contest Rules are in Canadian dollars.

**Verification.** The Contest Entry, as well as the Waiver are subject to verification by the Contest Organizer. Any Contest Entry, or Waiver that is, where applicable, incomplete, illegible, reproduced mechanically or by hand, damaged, fraudulent, obtained from an unauthorized source, submitted or sent late, featuring an invalid email address or telephone number, not having the correct answer to the mathematical skill-testing question, or otherwise non-compliant, will be rejected and will not be eligible to enter the draw or win the Prize.

**Responsibility.** The Contest Organizer is not responsible for documents that have been misdirected or sent in late by Participants or received late by the Contest Organizer.

**Disqualification.** The Contest Organizer reserves the right to disqualify a Participants or cancel one or more Contest Entries of a Participant if he/she/they enters this Contest or tries to do so by any means contrary to these Contest Rules or which would be unfair to the other Participants (e.g., entry by fraudulent means, Contest Entry received after the Contest Period). Such Participants may be reported to the appropriate legal authorities.

**Running of the Contest.** Any attempt to sabotage the legitimate running of the Contest constitutes a violation of civil and criminal laws. Faced with any such attempts, the Contest Organizer reserves the right to reject the Participant's Contest Entry and to seek reparations pursuant to the law.

**Acceptance of the Prize.** The Prizes must be accepted as described in these Contest Rules, and cannot be transferred to another person, in whole or in part, or substituted for another prize. Once the Prize has been awarded, the Winner will have no further recourse against the Contest Organizers.

**Award of the Prize.** In the event that the Contest Organizer is unable to award the Prizes as described in these Contest Rules, for reasons unrelated to the Winner, the Contest Organizer reserves the right to award similar prizes of equal value or, at its sole discretion, the value of the Prizes indicated in these Contest Rules in cash.

Limitation of liability: participation in the Contest. The Participants agree to release the Contest Organizer including participating Chevron, Fas Gas, Pioneer and Ultramar stations, and On The Run and Marché Express convenience stores, subsidiaries, advertising and promotional agencies, officers, directors, employees, agents, representatives and subcontractors (the "Released Parties") from any and all liability for any damages, claims or actions, losses, fines or legal costs which arise, directly or indirectly in connection with the participation in the Contest and the administration thereof, including those resulting from the acceptance, use or misuse of the Prize and any related activity whether or not in compliance with these Contest Rules. Prior to obtaining their Prize, the Winners agree to sign a Waiver in this regard.

Limitation of liability: running of the Contest. The Released Parties are not liable for faulty computer components, software or communication lines relating to the loss or absence of network communication, or relating to any transmission that is faulty, incomplete, incomprehensible, or deleted by any computer or network, and that could limit the possibility or prevent any Participant from entering the Contest. Furthermore, the Released Parties are not liable for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any Internet page or of any software or other program, and by the transmission of any information related to participating in the Contest.

Modification of the Contest. The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend this Contest, in whole or in part, in the case of an event or any human intervention that could corrupt or affect the administration, safety, impartiality, or the running of the Contest as foreseen in these Contest Rules, subject to the approval of any provincial or federal legislation, if applicable (the "Legislation"). In any case, the Contest Organizer and the Released Parties cannot be held liable for cancelling, terminating, modifying or suspending this Contest, in whole or in part, in compliance with these Contest Rules.

**End of participation in the Contest.** In the event that participation in the Contest must be ended, in whole or in part, for any reason whatsoever, before the Contest Period set out in these Contest Rules, the draw could take place, at the Contest Organizer's sole discretion among the Contest Entries duly received as at the date of the event that put an end to participation in the Contest.

**Authorization.** By participating in this Contest, the Winners authorize the Contest Organizer and their representatives to use, if required, their name, photograph, image, voice, place of residence, biographical information and/or declaration regarding the Prize for advertising purposes, without any compensation whatsoever. A statement to this effect will be included in the Waiver.

Limitation of liability: participation in the Contest. Any Participant or individual who tries to participate in this Contest releases the Released Parties from any and all liability for damages that he/she/they may incur as a result of participating or trying to participate in this Contest including (1) any incorrect or inaccurate information, whether caused by the Participants or by any of the equipment or programming associated with or utilized in the Contest, (2) any unauthorized access to or alteration of Contest Entries, or (3) any errors or omissions in the administration of the Contest or the announcement of the Winner. **Prize limit.** In all cases, the Contest Organizer shall not be required to award more prizes or to award a prize other than the one described in these Contest Rules.

**Communication with Participants.** No communication or correspondence will be exchanged with the Participants during this Contest, other than those stipulated in these Contest Rules, or if initiated by the Contest Organizer.

**Personal information.** The Participants' personal information collected for the purposes of the Contest will be used only to administer the Contest and no commercial or other communications unrelated to the Contest will be sent to the Participants, unless they have otherwise consented to such communications. For more information about the Contest Organizer's privacy practices, visit journie.ca/privacy.

**Exclusive property.** The Contest Entry is the property of the Contest Organizer and shall not be returned to the Participants and Winners.

**Identification of Participants.** For the purposes of these Contest Rules, the Participant is the person whose full name is provided at the time of Contest Entry and the person to whom the Prize will be awarded if he/she/they is selected as and declared the Winner.

**Decision of the Contest Organizer.** All decisions of the Contest Organizer or those of their representatives regarding this Contest are final and binding, subject to any decision by courts in relation to matters under its jurisdiction.

**Governing Law and Jurisdiction.** These Contest Rules shall be governed by and construed in accordance with the Legislation of the province of British Columbia. Any disputes arising under or in connection with the Contest shall be subject to the exclusive jurisdiction of the courts of the province of British Columbia.

**Divisibility of sections.** If a section of these Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.

**Acknowledgement.** By participating in the Contest, the Participants acknowledge that they have read, understood, and agreed to these Contest Rules.

**Language.** For Quebec Participants, in case of a discrepancy between the French version and the English version of these Contest Rules, the French version shall take precedence.

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