

The ParticipACTION/Optimity Move for your Mood Mobile App Rewards Program Rules (the “Contest Rules”)

NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. THE REWARDS PROGRAM IS VALID IN CANADA ONLY (AND IS OPEN ONLY TO ELIGIBLE PERSONS, AS SPECIFIED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

In January 2024, ParticipACTION in partnership with Optimity will introduce a competitive challenge, Move for your Mood. Move for your Mood will run from January 15, 2024 to January 31, 2024 and is open to all Optimity App users who opt-in to the challenge. Once opted-in, App users will be required to reach prescribed step targets or complete other daily activities to accumulate tickets that will earn them entries into challenge prize draws. Please refer to section “Prizes and Odds of Winning” for prizing details.

1. Rewards Program Period

The ParticipACTION Move for Your Mood Mobile App Rewards Program (the “**Rewards Program**”) will launch on January 15, 2024 at 12:00 AM Pacific Time (“PT”) and end on January 31, 2024 at 11:59 PM PT (“**Rewards Program Period**”). Pre-enrollment for the Rewards Program will begin January 3, 2024 at 12:00 AM Pacific Time (“PT”) and end on January 14, 2024 at 11:59 PM PT (“**Rewards Program Pre-enrollment Period**”). By participating in the Rewards Program, each entrant agrees to abide by and be bound by these Rules and all decisions of ParticipACTION, Optimity, Public Health Agency of Canada and Sport Canada (collectively, the “**Sponsor**”), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

2. Eligible Persons

This Rewards Program is only open to legal residents of Canada who are eighteen (18) years of age or older at the time of application download, excluding: (a) employees, directors, officers, representatives and agents of: (i) Sponsor; (ii) any affiliates of Sponsor; (iii) Sponsor’s advertising, promotion and fulfillment agencies involved in the development or execution of the Rewards Program in any way; and (iv) any persons or entities involved in judging the Rewards Program; and (b) all persons with whom those specified in (a) are domiciled or immediately related. The persons and entities specified in (a) and (b) are referred to collectively herein as the “**Rewards Program Entities**”. For the purposes of these rules, two people are “immediately related” if one is the husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather or father-in-law of the other. For clarity, groups, clubs, organizations, businesses and commercial and non-commercial entities cannot enter the Rewards Program. Entrants under the age of majority are not eligible to participate in the Rewards Program.

3. How to Enter

NO PURCHASE NECESSARY. This Program takes place electronically using an app and requires you to have a mobile tool and internet connection. If you do not have internet connection, many public libraries, retail businesses and others offer free computer and internet services.

During the Rewards Program Period, download the application named Optimity (the “**app**”). You will be prompted to enter your personal information and sign up to create your profile. To be eligible for the Rewards Program, you must join and accept the terms of the Rewards Program in the Optimity mobile app. To accept the terms in the Optimity app:

1. Download the app and create your profile in Canada.
2. Go to the Challenges tab.
3. Select the Move for Your Mood challenge.
4. Select join.
5. Accept the terms and complete the intake form.

Limit one (1) profile per person/email address during the **Rewards Program Pre-enrollment Period and Rewards Program Period**.

All entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to request proof of identity and/or eligibility from any entrant, which proof shall be in the form required by the Sponsor. Failure to provide proof of identity and/or eligibility to the satisfaction of the Sponsor in a timely manner may result in disqualification.

4. Chances to Win

To earn chances of winning a prize, you must meet the criteria established below for each prize:

The *Move for your Mood* challenge is a 17-day step challenge that requires participants to track their steps and complete other activities (see below) on the Optimity app to earn raffle tickets towards prize draws. Optimity app users can start to pre-enroll in the challenge in the app starting January 3. Participants will be automatically entered in the draw for the pre-enroll prize if they join the challenge before January 15.

When the challenge kicks off on January 15, every participant can earn raffle tickets by:

- Reaching their personalized daily step goal
- Completing their daily activities
- Hitting a *Move for Your Mood* challenge milestone (e.g., after reaching three daily step goals)
- Completing a co-operative Step Together challenge with a friend that they started during the *Move for Your Mood* challenge period

By participating, users can win early bird, daily and grand prizes.

- **Early bird prizes:** One of four \$100 Walmart gift e-cards for pre-enrolling in the challenge before 11:59 p.m. PT on January 14, 2024. They will be drawn automatically, and if you’re a winner, you’ll receive your prize via email from ParticipACTION.
- **Daily prizes:** One of ten \$10 Amazon e-gift cards. These prizes will be drawn automatically throughout the challenge period (January 15 – 31). If you’re a winner, you’ll be notified via email from Optimity.
- **Grand prizes:** One of three \$500 WaySpa e-gift cards and one of four \$100 Amazon e-gift cards. They will be drawn automatically, and if you’re a winner, you’ll receive your prize via email from ParticipACTION.

If a user does not initially participate in the Rewards Program due to missing information at the time of registration (whether intentional or not), they will not retroactively gain any entries. Entries can only be collected from the time they have completed all required information.

5. Prizes and Odds of Winning

There are 181 (181) national prizes available to all eligible persons as described in Section 2 to be won:

- **Early bird prizes:** One of four \$100 Walmart gift e-cards for pre-enrolling in the challenge before 11:59 p.m. PT on January 14, 2024. They will be drawn automatically, and if you're a winner, you'll receive your prize via email from ParticipACTION. The odds of winning a prize depend on the total number of eligible entries received between January 3, 2024 and January 14, 2024
- **Daily prizes:** One of ten \$10 Amazon e-gift cards each day. These prizes will be drawn automatically throughout the challenge period (January 15 – 31). If you're a winner, you'll be notified via email from Optimity. The odds of winning a prize depend on the total number of eligible entries received for each daily draw between January 15, 2024 and January 31, 2024. Only eligible entries received on the corresponding day between 12am PT and 11:59pm PT will be considered in each daily draw.
- **Grand prizes:** One of three \$500 WaySpa e-gift cards and one of four \$100 Amazon e-gift cards. They will be drawn automatically, and if you're a winner, you'll receive your prize via email from ParticipACTION. The odds of winning a prize depend on the total number of eligible entries received between January 15, 2024 and January 31, 2024.

All amounts and costs related to any prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a prize, which are not expressly covered by the Sponsor are the responsibility of the individual winner. It is the individual winner's responsibility to understand and abide by any federal, provincial, territorial, local or foreign tax laws that may apply to receipt of a prize.

A person eligible to win a prize must accept the prize as awarded and may not transfer such prize or substitute or exchange for, or apply the prize's value towards, cash or a higher cost or alternative prize. All prizes are non-refundable, cannot be replaced if lost or stolen and are provided on an "as is" basis, without any representation or warranty of any kind. Gift cards may be subject to additional terms and conditions. The Sponsor reserves the right, in its sole and absolute discretion, to make substitutions of equivalent or greater kind or value in the event of the unavailability of all or part of a prize or for any other reason whatsoever.

7. Winner Selection

Selected entrants will be notified through the app or via email. In order to be declared a winner, selected entrants must: (i) if requested, sign and return to Sponsor, a written declaration and release form, which, among other things, confirms compliance with these Rules, acknowledges acceptance of the prize as awarded, releasing the Rewards Program Entities from any liability in connection with this Rewards Program or the use, misuse, awarding or possession of any prize, and includes a release for publicity purposes (the "**Release**"); and, (ii) otherwise comply with these Rules. (iii) be eighteen (18) years of age or older at the time of application download.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant, failure to provide proof of eligibility (if requested), Release, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Rules may result in disqualification, forfeiture of the prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Rules, who will be subject to disqualification in the same manner.

8. Right to Void / Terminate / Suspend / Modify

Sponsor reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) with respect to legal residents of Quebec, to terminate, suspend or modify this Rewards Program, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Rules. Without limiting the generality of the foregoing, if the Rewards Program, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Rewards Program, Sponsor may, in its sole discretion and subject only to the approval of the Régie in Quebec, void any suspect entries and: (a) terminate the Rewards Program, or any portion thereof; (b) modify or suspend the Rewards Program, or any portion thereof, to address the impairment and then resume the Rewards Program, or relevant portion, in a manner that best conforms to the spirit of these Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Rewards Program and/or app, violates the Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

9. Limitation of Liability and Releases

BY PARTICIPATING IN THIS REWARDS PROGRAM, ENTRANTS AGREE THAT SPONSOR, REWARDS PROGRAM ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE REWARDS PROGRAM, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS REWARDS PROGRAM, ENTRANTS AGREE THAT SPONSOR, REWARDS PROGRAM ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS REWARDS PROGRAM, INCLUDING ACCESS TO AND USE OF THE REWARDS PROGRAM WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, Sponsor, Rewards Program Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Rewards Program Website users, or by any of the equipment or programming associated with or utilized in the Rewards Program, or by any technical or human error which may occur in the processing of submissions in the Rewards Program; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Rewards Program Entities for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Rewards Program or in connection with the app; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

10. Protection Of Personal Information and Publicity Release

The Sponsor respects your right to privacy and works at all times to comply with all applicable data protection and privacy laws. Except as expressly set out in these Rules, in the Sponsor's Privacy Policy (available on <https://www.myoptimity.com/privacy> and <https://www.participaction.com/en-ca/privacy-policy>) or as otherwise agreed to by you, any personal information provided in connection with this Rewards Program will only be collected, used and disclosed by the Sponsor and its third party partners and service providers for the purposes of administering and conducting this Rewards Program, including, without limitation, verification of eligibility and identity and awarding and delivering Prizes. Data collected within the application will be used for the purposes of quality assurance and performance improvement, and to better understand application usage and trends. The information collected within the application may also be used for the purposes of research and to build knowledge, at which point a Research Ethics application may be submitted to a Tri Council Research Ethics Board for secondary data analysis. Any information provided to a third party will only be provided in a deidentified format such that no application users (i.e., participants) can be uniquely identified or linked to the collected information. Data will only be shared and stored using password protected and encrypted software and computers. Sponsor will not sell, share or otherwise disclose personal information provided in connection with this Rewards Program to or with third parties or agents, other than to third parties or agents engaged by the Sponsor to fulfill the above purposes or as permitted or required by the applicable laws. By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Rewards Program in any media or format, whether now known or hereafter developed, including but not limited to the internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Sponsor and the Rewards Program Entities from any liability with respect thereto.

11. General Conditions

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). By participating in the Rewards Program, each entrant agrees that Sponsor, Rewards Program Entities have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Rules. Decisions of Sponsor and/or Rewards Program Entities will be final and binding on all matters pertaining to this Rewards Program. Rewards Program is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE APP OR ANY WEBSITE ASSOCIATED WITH THIS REWARDS PROGRAM OR UNDERMINE THE LEGITIMATE OPERATION OF THE REWARDS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the email address submitted at app registration will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an email address by an access provider, service provider, or other person or organization responsible for assigning email addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

Inquiries can be directed to support@myoptimity.com or info@participaction.com.