

**The 2024 ParticipACTION “Community Challenge presented by Novo Nordisk” (the “Challenge”)
Official Challenge Rules (the “Rules”)**

THE COMMUNITY CHALLENGE IS OPEN IN CANADA ONLY (AND IS OPEN ONLY TO ELIGIBLE INDIVIDUALS AND/OR ORGANIZATION AND GROUPS, AS SPECIFIED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE COMMUNITY CHALLENGE IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

1. WHAT IS THE PARTICIPATION COMMUNITY CHALLENGE?

The goal of the Challenge is to get Canadians moving during the month of June and to declare the most active communities in Canada. Organizations are encouraged to register and track the number of participants that take part in events and programs that are delivered by the organizations during the Challenge timeframe. The more organizations that register and the more participants and activities that organizations track during the Challenge Period, the greater chance their Community (the “**participating community**”) has to win a prize in the Challenge. Individuals can also contribute to the Challenge by registering on the ParticipACTION website. Participant communities in this Challenge must always comply with all applicable Rules. In the event of any violation of such terms, ParticipACTION (the “**Sponsor**”) may, in its sole and absolute discretion, disqualify any organizations from tracking participants in this Challenge. Additional information and a comprehensive list of FAQ’s and answers regarding this Challenge can be found on the Community Challenge website <https://www.participaction.com/programs/community-challenge/>

For Contest Rules regarding organization prizing that is being awarded as part of the Challenge, please refer to the contest rules here: (add link when available)

2. CHALLENGE PERIOD AND PHASES:

The Challenge commences on April 23, 2024 at 12:00pm Pacific Time (“**PT**”) and continues until June 30, 2024 at 11:59 PM PT (the “**Challenge Period**”). All tracking of participants must be received by 11:59 PM PT on June 30, 2024 (the “**Challenge Closing Time**”). Attempts to add activities or participants after the Challenge Closing Time will not be accepted. The Challenge consists of the following 6 phases as:

Phase	Start Date	End Date (all at 11:59 PM PT)
Organization & Individual Registration / Activity Creation	April 23, 2024 at 12:00 AM PT	June 30, 2024
Activity Creation and Participant Tracking	June 1, 2024 at 12:00 AM PT	June 30, 2024
Finalist Notification Period	July 4, 2024 at 12:00 AM PT	July 5, 2024
Finalist Submission Period	July 5, 2024 at 12:00 AM PT	July 11, 2024
Finalist Submission Evaluation Period	July 11, 2024 at 12:00 AM PT	July 19, 2024
Winner Announcement	July 23, 2024	July 24, 2024

3. CHALLENGE PRIZES:

There are thirteen (13) prizes available to be won in the Challenge, as follow, each to be awarded to the winning participating community in the form of a cheque, and subject to the conditions as to how the prize can be used as outlined in the *Finalist Details* which will be posted on the Sponsor’s website prior to the start of the Challenge at <https://www.participaction.com/programs/community-challenge/>

Category	Prizes Available	Category Prize Value
National Prize	1	\$100,000

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Provincial / Territorial Prize	12 (one per province/territory, excluding the province or territory who wins the National Prize)	\$7,500 or \$15,000 (* see details below)

* The value of the “Provincial / Territorial Prize” is dependant on funding commitments from each respective province or territory. Based on these commitments, the prize value per province/territory is as follows:

Provincial/Territorial Prize - \$15,000: BC, SK, PE, NS, NL, NB, NT, NU, AB

Provincial/Territorial Prize - \$7,500: MB, NU, YK, ON

All prize awards are subject to verification of eligibility and compliance with the terms of these Rules. Prizes must be accepted as awarded and are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to modify and/or substitute a prize, or component of a prize, for one of comparable or greater value. Winner is not entitled to the monetary difference between actual prize value stated and approximate prize value, if any. Winning Communities are responsible for all costs, taxes and other fees associated with prize receipt and/or use. Limit: one (1) prize per Community. All prize details are at Sponsor’s sole discretion. Currency is in Canadian dollars unless otherwise stipulated. Additional terms, conditions and restrictions may apply to a prize or component of a prize. The Sponsor will have no liability to a participating community who is unable to attend or take part in any part of the Challenge or participate in a prize for any reason whatsoever. There is no obligation on the part of Sponsor to record or broadcast the appearance or participation of any participating community in connection with the Challenge.

4. ELIGIBLE INDIVIDUALS/ORGANIZATIONS:

This Challenge is only open to legal residents of Canada as of the start of the Challenge Period. Challenge participation can take place through the following two methods:

1 – Individuals: Individuals can participate by signing up for the Challenge on the [ParticipACTION website](#). By signing up and providing their postal code, their participation will count towards their assigned community’s score. The more individuals that sign-up within a community, the greater the community’s score. See section #9 WINNING COMMUNITY SELECTION for more details.

Individuals can also participate by downloading the Optimity app and participating in their in-app challenge that will run throughout the month of June. By signing up, participating in the challenge and providing their postal code, their participation will count towards their assigned community’s score. The more individuals that sign-up and participate on the Optimity app, the greater the community’s score.

2 – Organizations: Organizations can participate in the Challenge by registering on the [ParticipACTION website](#). By providing the organization’s postal code as part of registration, their activities will count towards their assigned community’s score. During the Challenge period, organizations can record their activities and track the number of participants that take part in their activities. The more activities and participants tracked, the more it benefits their community’s score.

See Section 9 WINNING COMMUNITY SELECTION for further details on the winning community selection process. There is no individual prizing within the Challenge.

5. ELIGIBLE COMMUNITIES (the “PARTICIPATING COMMUNITY”):

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The Challenge is open to all communities that have been deemed eligible by the Sponsor (“**Participating Community**”). Eligible Communities do not need to register as they are automatically registered to participate in the Challenge.

For a Community to be eligible, it must have a minimum population of 1,000 people, as defined by Statistics Canada. Geographic locations with a population less than 1,000 may be combined with those in close proximity to create a Community or be kept as its own eligible community, at Sponsor’s sole discretion and having regard for other factors relevant to the implementation of this criterion (such as considerations for northern or remote regions).

In all cases, the use of postal codes as defined by Canada Post will be used to assign individuals to a respective eligible Community. All organizations tracking their activities and participants in the Challenge will be assigned to a Community based on their postal code, with their activities and participant counts contributing to that Community’s results.

For further details on Communities please visit the Challenge website or for further inquiries please contact the Sponsor by email at projects@participaction.com. Please reference “Community Challenge” in the subject line.

6. ELIGIBLE PROVINCES / TERRITORIES:

For the purposes of determining Community winners in this Challenge, Canada has been divided into the 10 province and 3 territories that make up Canada as follows.

- Alberta
- British-Columbia
- Manitoba
- Saskatchewan
- Newfoundland and Labrador
- New Brunswick
- Northwest Territories
- Nova Scotia
- Nunavut
- Ontario
- Prince Edward Island
- Québec
- Yukon

The number of Communities within each Province and Territory varies and is based on the dissemination of population within the Region.

During the Challenge, a Community Leaderboard will be displayed at <https://www.participaction.com/programs/community-challenge/> which will highlight the top 20 communities per Province and Territory.

7. ACTIVITIES / PARTICIPANTS:

Activities are defined as programs or events that are delivered by organizations during which participants engage in physical activity. The activities and participants that are tracked against the activities by the organization will count towards his/her Community's total score in the Challenge.

8. HOW TO REGISTER ACTIVITIES AND TRACK PARTICIPANTS:

Activity and participant tracking by organizations takes place exclusively online on the Community Challenge website. To access the website, enter the following in your web browser
<https://www.participaction.com/challenge>.

Prior to tracking activity and participants, organizations are required to register by creating an account on the Challenge website. In order to create an account, the organization will be required to provide organizational and program details, including organization name, organization contact, email, address, and postal code. This information will only be used for the specific purpose of tracking activities and participants in the Challenge, to determine the winners in the Challenge, to provide communications related to the Challenge or other ParticipACTION initiatives and to report on the challenge results (data will be aggregated and de-identified)

All activities and participants tracked will contribute to the organization's assigned Community as determined by their postal code.

All activities and tracked participants are subject to verification at any time, and by entering participants, you represent and warrant that they reflect the actual number of participants that took part in the applicable activity. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility from any organization, which proof shall be in the form required by the Sponsor. Failure to accurately track activities and participants, or to provide proof of identity and/or eligibility to the satisfaction of the Sponsor in a timely manner, may result in disqualification and/or deletion of activities and/or participants from your Community total and/or disqualification from the Challenge.

9. PARTICIPATING COMMUNITY WINNER SELECTION:

Limit: one (1) prize per Community.

Finalists

On June 30, 2024 at 11:59 PM PT, ParticipACTION will start the process of selecting fifty (50) Community finalists from each of the thirteen (13) Provinces and Territories as outlined below:

- o 5 finalists from each of ON, BC, AB, QC
- o 4 finalists from each of SK, MB, NB, NS, NL, PE
- o 2 finalists from each of NU, NT, YK
- o Total Finalists: 50

Community Participants will be evaluated based on review of the following criteria. (the "Finalist Criteria")

- **Total activities tracked**, as calculated by the total number of activities tracked by organizations for that respective community. The weight of this criteria in the final calculation is 10%
- **Average activities tracked by population**, as calculated by the total activities tracked divided by the Community's population. The weight of this criterion in the final calculation is 5%

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- **Total number of participants**, as calculated by the total number of unique individuals who signed up on the Community Challenge webpage or the Optimity app and from all organizations who tracked participants for that respective community. The weight of this criterion in the final calculation is 25%
- **Average number of participants by population**, as calculated by the total number of participants divided by the Community's population. The weight of this criterion in the final calculation is 15%
- **Total number of organizations**, as calculated by the total number of unique organizations from the community who tracked at least one participant within the Challenge timeframe for that respective community. The weight of this criterion in the final calculation is 30%
- **Average number of organizations by population**, as calculated by the total number of unique organizations divided by the Community's population. The weight of this criterion in the final calculation is 15%

In all such criteria, total population will be determined by the statistical information included in the Statistics Canada, Census 2016.

The communities with the highest scores based on the Finalist Criteria will be selected as potential Finalists for that Province or Territory, subject to response to notification, verification and other compliance with these Rules.

Provincial / Territorial Winners

The Finalists will be invited by Sponsor to submit a Finalist Submission. Each Finalist will then be provided with a finalist submission form that must be completed to ensure each Finalist has fair and equal opportunity during this final judging stage. The Finalist Submission will require Finalists to answer to five (5) questions posed by Sponsor. **The Finalist Submission must comply with the Submission Guidelines (as defined below) and be submitted to Sponsor by July 11, 2024 at 11:59 PM PT.**

All Finalist Submissions will then be reviewed by a panel of at least three (3) impartial judges appointed by Sponsor from July 14, 2024 and July 21, 2024 and will be judged and given a Finalist Submission Score out of 70 total points based on the quality, comprehensiveness, practicality, relevance and compelling nature of responses to the questions.

The Finalists final score will then be determined based on combining the two scores as following:

- **30% Finalist Criteria Score**
 - as defined in section #9
- **70% Finalist Submission Score**
 - as calculated based on review of Finalist Submission

The Finalist with the highest final score in their Province/Territory will be selected as the potential winner for that Province/Territory and eligible to win a Provincial/Territorial or National Prize, subject to response to notification, verification and other compliance with these Rules.

National Winner

All Provincial/Territorial winner submissions will be reviewed by a panel of at least 3 impartial judges appointed by the sponsor. The winner of the national prize will be the P/T winner that has the highest combined score (70% finalist submission, 30% finalist criteria score), subject to response to notification, verification and other compliance with these Rules.

Submission Guidelines

All Finalist Submissions must meet the following submissions guidelines (the “**Submission Guidelines**”):

- The entry must not defame, misrepresent or contain disparaging remarks about Sponsor or communicate messages inconsistent with the positive images and/or goodwill associated with the Sponsor and the Challenge, as determined by Sponsor in its sole discretion.
- Entry must be suitable for family audiences, including without limitation for publication on national television, as determined by Sponsor in its sole discretion.
- Entry must not contain any content that is or contains: unlawful behaviour, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable, as determined by Sponsor in its sole discretion.
- Entry must not infringe on the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased.

By submitting an entry, Representative warrants and represents on behalf of Community that: (i) the entry is original work, over which Community has all necessary rights, title and interest, including copyright; (ii) the entry has not been previously published; (iii) the entry does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (iv) any individuals appearing in the entry have granted Community permission to publish or otherwise use their persona in the entry in any manner and media whether now known or hereafter devised including, without limitation, on the website and App; and, (v) that the entry complies with the Submission Guidelines. Community agrees to indemnify and hold harmless Sponsor from any claims to the contrary.

In consideration of Participating community's Finalist Submission being reviewed and evaluated for this Challenge, each Participating community hereby agrees as follows: (i) Community acknowledge that its entry may be posted by Sponsor on the website, App and/or on Sponsor’s social media channels, in Sponsor's sole discretion but without obligation; (ii) Community grants to the Sponsor and its respective successors, assigns, licensees and designees (collectively, “**Licensed Parties**”) a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, edit, delete, display and create derivative works from such Finalist Submission, or any portion thereof, including any names, likenesses or information embodied therein, in any and all media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without limitation and without any further right of approval, notification or compensation; (iii) Community agrees that the results and proceeds of such use shall become the property of the Licensed Parties, and shall be freely assignable by Licensed Parties and that the Sponsors shall have no obligations whatsoever to Community, and (iv) Community agrees to release and hold harmless Sponsor from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to Sponsor’s use of the entry.

All submissions are subject to verification. Proof of submission does not constitute proof of receipt. In the event a dispute arises as to the credibility of the respondent and/or the validity of the submission, in part or in whole, the Sponsor reserves the right to request proof supporting the Submission and/or reject a Submission in its entirety resulting in a Community no longer being eligible to be awarded a prize in this Challenge.

10. NOTIFICATION AND REQUIREMENTS:

The potential Challenge Provincial and Territorial Finalists will be informed by July 5, 2024. The Sponsor, working with the Municipalities or other local governmental representatives under which jurisdiction the Communities

exist, will identify a Community representative (the “**Representative**”) responsible to respond to the Finalist Submission outline. Appropriate authorizations are required from the Community Representative and others as required by Sponsor, which may include: (i) confirmation to participate as a Provincial or Territorial Finalist Representative (ii) execution of a Declaration of Compliance, Liability and Publicity Release, and (iii) other required documentation that may be required by Sponsor. This information must be provided within a reasonable period as determined by the Sponsor.

The Representative of a selected Community will be notified on or around July 22, 2024 and may be required to provide certain information and appropriate authorizations in order to collect and accept the prize. Failure by a selected Community Representative to provide the necessary information or authorizations may result in the prize being forfeited and another Community may be awarded the prize. If the prize/prize notification is undeliverable, or if the potential winning Community from a Province or Territory fails to comply with any of these requirements or with the Rules in any way, the prize will be forfeited and another winning Community from the same Province or Territory may be determined. The Sponsors or its representative(s), reserves the right, in their sole and absolute discretion, to phone, email and/or visit any Finalist Community for the purpose of validating a Finalist Submission.

If a Participating community’s Finalist Submission is determined by the Sponsor, in its sole and absolute discretion, to have violated the Rules in a non-material and de minimis way and the Finalist Submission can be edited to remove the violation, the Sponsor may request the Participating community to amend the submission, or amend the submission on the Participating community’s behalf, instead of disqualifying the Participating community.

11. CHALLENGE AND PRIZE RELEASE:

By participating in the Challenge and accepting a prize (if applicable) winning Community Representatives agree to release and hold the Sponsor harmless against any and all claims, injuries, damages, loss and/or liability to person or property, due in whole or in part, whether directly or indirectly, by (a) arising out of participation in the Challenge, including any Challenge-related activity, (b) acceptance, use, misuse, possession or redemption of a prize (if applicable), and (c) claims based on personality, privacy rights or defamation and infringement of intellectual property rights.

If a selected Community wins a prize and accepts the prize, such acceptance shall mean full satisfaction of the entitlement as a Participating community and winner in the Challenge and the selected Community fully discharges and forever releases the Sponsor, of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Sponsor in connection with the prize.

All Participating communities also acknowledge, without limiting the generality of the foregoing, that the Sponsor will not be responsible for any injury, accident, death or dismemberment, or any other loss, damage or expense in connection with Community’s individuals participating in the Challenge and/or the prize. The Participating community also acknowledges that none of the Sponsor has offered any warranty or guarantee respecting the prizes. Further, the authorized Community Representative assumes all responsibility and liability for any loss, injury or damage to any persons or property, which results from the Community representatives’ actions or omissions, whether negligent or otherwise, in connection with the prizes.

12. LIMITATION OF LIABILITY:

The Sponsor is not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Finalist Submissions, email or mail; or for lost, interrupted or unavailable network, server,

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Internet Service Provider (ISP), Website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Challenge, including, without limitation, errors or difficulties which may occur in connection with the administration of the Challenge, the announcement of the PT Finalists, the processing or judging of Finalist Submission, the announcement of the prize Winners or in any Challenge-related materials.

The Sponsor is also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Challenge. The Sponsor is not responsible for injury or damage to any person's computer related to or resulting from participating in this Challenge or downloading materials from or use of any website.

13. RIGHT TO MODIFY, TERMINATE, SUSPEND:

Persons (including, but not limited to, any Challenge individual/Community Representative) who tamper with or abuse any aspect of the Challenge or Website, who act in an unsportsmanlike or disruptive manner, who act contrary to law or the spirit of the Challenge or in a manner that might reflect unfavorably upon the reputation of the Sponsor or who are in violation of these Rules, as solely determined by the Sponsor, will be disqualified and all associated Finalist Submissions will be void. If a Community Representative and/or any authorized representative(s) of a Community, act contrary to law or the spirit of the Challenge, in a manner that might reflect unfavorably upon the reputation of the Sponsor, or are in violation of these Rules, as solely determined by the Sponsors, such Community may be disqualified from the Challenge. If, in the Sponsor's opinion, there is any suspected evidence of tampering with any portion of the Challenge, or if technical difficulties compromise the integrity of the Challenge, the Sponsor, reserves the right to modify, suspend or terminate the Challenge in a manner deemed appropriate by the Sponsor, at the Sponsor's sole discretion.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE, THE PARTICIPACTION APP OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING LEGAL FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

The Sponsor shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation unforeseeable or beyond their control, including but not limited to force majeure, an epidemic or pandemic, a strike, lockout, or any other labour dispute at their location or the locations of the businesses whose services are used. Refusal by potentially winning Community(s) to accept a prize releases the Sponsor from all responsibility and obligations toward that potentially winning Community of such prize. In no event shall Sponsor be held to award more prizes than what is mentioned in these Rules or to award prizes otherwise than in compliance with these Rules.

All information requested by and supplied by each Participating community must be truthful, accurate, and in no way misleading. Sponsor reserves the right to disqualify any Finalist Submission from the Challenge in its sole and absolute discretion, should the Participating community at any stage supply untruthful, inaccurate, or misleading details and/or information or should the Participating community be ineligible for the Challenge pursuant to these Rules.

14. LAWS/JURISDICTION:

All applicable federal, provincial, municipal, territorial and local laws and regulations apply. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOLLOWING MAY NOT APPLY TO YOU. By participating in this Challenge, Participants (and their parents/legal guardians) waive all rights to claim punitive, incidental and consequential damages, legal fees or any damages other than actual out-of-pocket costs incurred to enter.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of the Participating community and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, as applicable, without giving effect to any choice of law or conflict of law rules.

15. LANGUAGE DISCREPANCY:

In the event of any discrepancy or inconsistency between the English language version and the French language version of these Rules, as applicable, the English version shall prevail, govern and control.

16. PRIVACY:

The Sponsor respects the right to privacy. Personal information collected from individuals (including but not limited to names, age, mailing addresses, telephone numbers, and email will only be used for the purpose of administering this Challenge and conducting publicity about this Challenge. By entering this Challenge, you consent to Sponsors' collection, use, and disclosure of your personal information for these purposes. For a copy of the ParticipACTION Privacy Policy, please visit <https://www.participaction.com/en-ca/info/privacy-policy>.

17. YOUTUBE / TWITTER / FACEBOOK / INSTAGRAM/APPLE/GOOGLE:

The Challenge is in no way sponsored, endorsed or administered by YouTube, LLC, Twitter, Inc., Facebook, Inc., Instagram LLC, Apple Inc. or Google Inc. The owners and operators of YouTube, Twitter, Facebook, Instagram, Apple and Google are completely released from all liability by each Participating community in this Challenge. Any questions, comments or complaints regarding the Challenge must be directed to the Sponsor and not to YouTube, Twitter, Facebook, Instagram, Apple or Google. Inquiries can be directed to info@participaction.com

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