

The Pediatric Patch Contest (the “**Contest**”) is intended to be conducted in the province of Ontario, in the country of Canada. The Contest is void in all areas outside of Ontario, and where prohibited or restricted by law. The Contest rules shall be construed and evaluated according to the laws of Ontario and the federal laws of Canada applicable therein. Entry in this Contest constitutes acceptance of these Official Rules (the “**Rules**”) and a waiver of any right to claim ambiguity in the Contest or these Rules.

1. **SPONSOR & ADMINISTRATOR.** The Contest is sponsored and administered by Ornge (the “**Sponsor**”), a not-for-profit company providing critical care air and land ambulance services to the province of Ontario.

2. **ELIGIBILITY.**

a) To be eligible to participate in this Contest, an individual must:

- a) be a legal resident of Ontario; and
- b) be 18 years of age or older at the time of entry; or
- c) for entrants less than 18 years of age, a parent or legal guardian who is 18 years of age or older may enter on their behalf. Parents or legal guardians who enter the Contest on behalf of a minor will, if their Entry is selected and they otherwise comply with these Rules, accept the Prize on the minor’s behalf; however, the minor will be declared the Winner.

b) Employees in the Sponsor’s Corporate Communications Department or Pediatric Transport Team are not eligible to participate in the Contest. The immediate family members and household members of any of the above are also ineligible to participate in the Contest.

c) The Sponsor has the right, at any time, to require proof of identity and eligibility to participate in the Contest. Failure to provide such proof may result in disqualification.

3. **CONTEST PERIOD.** The Contest begins on Tuesday, May 29, 2018 at 12:00:01 a.m. Eastern Standard Time (“**EST**”) and ends on Sunday, July 29, 2018 at 11:59:59 p.m. EST (the “**Contest Period**”) after which time the Contest will be closed and no further Entries will be accepted.

4. **HOW TO ENTER.**

a) There is no purchase necessary to enter the Contest. Entrants need not have used the Sponsor’s services to enter the Contest.

b) Enter by emailing

- i. your Design (as defined below),
- ii. your first and last name, and
- iii. where applicable, the first and last name of the child on whose behalf you are entering, to [info@ornge.ca](mailto:info@ornge.ca) (each an “**Entry**”; collectively “**Entries**”). No Entries will be accepted by other means.

c) Each Entry must contain a design, which is the entrant’s design for a Pediatric Transport Team patch (“**Design**”). The Design must be a high-quality vector image (.svg format) that is a circle with a four inch diameter. It should capture the essence of the Pediatric Critical Care Land Ambulance Program (for more information see: <https://www.ornge.ca/about-us/programs> ),

follow the Sponsor's colour guidelines (provided online at: <https://www.ornge.ca/Media/Ornge/Documents/Contests/Branding-Guidelines-Paeds-Patch.pdf>), have an overall sense of fun and whimsy as befits a pediatric care program and reflect the mission, vision and values of the Sponsor (provided online at: <https://www.ornge.ca/about>).

- d) There is no limit to the number of Entries an entrant may submit; however, each Entry must be submitted using a separate email message.
- e) Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, incomplete, damaged, derivative or non-original, mutilated, forged or garbled.
- f) By participating in this Contest, the entrant acknowledges, represents and warrants that: (i) his or her Entry does not infringe, misappropriate or violate any third party's rights, including, without limitation, copyright, trade mark, right of publicity, right of privacy, trade secret or other intellectual property right; and (ii) his or her Entry is not obscene, defamatory or offensive in any way to the Sponsor, in its sole discretion.
- g) By participating in this Contest, the entrant agrees that the Sponsor may, at any time, edit, modify or remove the Entry, in whole or in part, and may disqualify an entrant from the Contest if the Sponsor believes, in its sole discretion, that the entrant has breached any of the representations or warranties made in this section 4 or any of these Rules.

#### 5. PRIZE.

- a) There is one prize available to be won. The prize is CAD\$300 provided in the form of one or more gift cards ("Prize").
- b) The Prize must be accepted as awarded and cannot be transferred, delayed, assigned, substituted, redeemed for cash or otherwise altered by the Winner, except at the sole discretion of the Sponsor.
- c) The Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- d) If the Winner lives within 20 kilometers of the Sponsor's head office at 5310 Explorer Drive, Mississauga, Ontario he or she must pick up the Prize from the Sponsor's head office. If the winner lives more than 20 kilometers from the Sponsor's head office, the Sponsor will send the Prize to the Winner at the address provided to the Sponsor by the Winner and at the Winner's own risk. The Sponsor shall not be responsible or liable for a lost, damaged or misdirected Prize.

#### 6. WINNER SELECTION.

- a) One potential winner will be selected to win the Prize according to the following process:
  - i. Within 30 days of the close of the Contest Period, a panel of the Sponsor's experienced employee judges will select one Entry from all eligible Entries received during the Contest Period.
  - ii. The panel will evaluate each Entry based upon a scale of one to 100 (100 being the best) in accordance with each of the following criteria:

Judging Criteria	Weight
Capture the essence of the Pediatric Critical Care Land Ambulance Program	50%
Follow Sponsor’s colour guidelines	30%
Overall sense of fun & whimsy befitting a pediatric care program	10%
Reflects Sponsor’s mission, vision and values	10%
Total	100%

- b) The points awarded by the panel for each criterion will be weighted (as described above) and added together to create one score for each Entry. The Entry that receives the highest total score will be declared the winning Entry (subject to eligibility verification). If necessary, ties will be broken by comparing the scores for the “Capture the essence” criterion. If there is still a tie after comparing “Capture the essence” scores, the panel will compare the scores in each of the remaining categories until the tie is broken using the following order: “Colour guidelines”, “Overall sense of fun & whimsy”, and “Mission, vision and values”. If there is still a tie after comparing the scores for each of the remaining criteria, the panel will compare the tied Entries against one another based upon a new criterion, “Viability”, that is, how realistic would it be for the Sponsor to produce the Design depicted in the Entry. The panel’s determination of which tied Entry best meets the definition of “Viability” will be the Winner (subject to eligibility verification).
- c) The potential winner (or his/her parent or legal guardian, if a minor) will be notified by email no later than two business days after being selected as a potential winner.
- d) Before being declared the winner and awarded the Prize (“**Winner**”), the potential winner (or his/her parent or legal guardian, if a minor) will be required to:
  - i. Respond to the Sponsor’s notification that he or she has been selected as the potential winner within three business days,
  - ii. Comply with the Rules, and
  - iii. Sign and return the Release in the form provided by the Sponsor within ten business days.

The potential winner (or his/her parent or legal guardian, if a minor) may also be required to correctly answer a time-limited, mathematical skill-testing question prior to being declared the Winner in this Contest.

If it is discovered by the Sponsor that the potential winner does not comply with any or all of the above, he or she will be disqualified and will not receive the Prize, and another potential winner may be selected, in the Sponsor’s sole discretion, until such time as a potential winner satisfies the terms set out herein to be declared the Winner and is confirmed as the Winner by the Sponsor.

- e) The Sponsor is not, for any reason whatsoever, responsible for the failure of a potential winner to receive notification of his or her selection as such, nor is the Sponsor responsible for a potential winner’s failure to submit or the Sponsor’s failure to receive any of the potential winner’s communication, Release or documents as described in section 6(d).

- f) The Sponsor intends to award the Prize within 60 days of the close of the Contest Period.
- g) Odds of winning are dependent upon the number of eligible Entries received by the Sponsor and application of the criteria described in Rule 6 a) ii) above to each such Entry.

**7. FULL AND FINAL RELEASE.**

- a) Each Winner (or his/her parent or legal guardian, if a minor) will be required to execute a full and final release (“**Release**”) that confirms the Winner’s:
  - i. Eligibility for the Contest and compliance with these Rules,
  - ii. Acceptance of the Prize as awarded,
  - iii. Grant to the Sponsor of all intellectual property and moral rights the Winner has in the Entry,
  - iv. Grant to the Sponsor the unrestricted right, in the Sponsor’s absolute discretion to produce, reproduce, publish, broadcast, communicate in any manner, exhibit, distribute, adapt and otherwise use or re-use the Winner’s name, photograph, video or voice, brief biography, Entry and Design in any and all media now known or later developed, and
  - v. Release of the Sponsor its subsidiaries and related companies and any persons for whom they may be vicariously liable from all liability for any loss, harm, damages, cost or expense (including legal and other professional expenses) arising out of or relating to participation in the Contest, participation in any Contest-related activation, or arising out of the acceptance, any use or misuse of the Prize, including but not limited to personal injuries, death, damage to or loss or destruction of property, right of publicity or privacy, libel, defamation or portrayal in a false light, or from any and all claims of third parties arising therefrom, or any other error in the offering or announcement of the Prize.

**8. LIMITATION OF LIABILITY.**

- a) The Sponsor assumes no responsibility or liability for:
  - i. Lost, late, unintelligible, illegible, falsified, damaged, misdirected or incomplete Entries, notifications, responses, replies or Releases; or
  - ii. Any computer, online, software, hardware, telephone or other technical malfunctions that may occur howsoever caused, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry, or the entry process.
- b) The entrant assumes all liability for injuries or damage caused or claimed to be caused by participating in the Contest and acceptance of the Prize.
- c) The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason.

**9. CONDUCT.**

- a) By participating in the Contest, each entrant agrees to be bound by these Rules, which will be made available at: <https://ornge.ca/news-articles/may-2018/ornge-launches-patch-contest>.
- b) By participating in the Contest, each entrant also agrees to be bound by the decisions of the Sponsor, which will be binding and final in all respects.

- c) The Sponsor reserves the right, in its sole discretion of disqualify any entrant found to be:
  - i. In violation, or suspected violation, of the Rules,
  - ii. Tampering attempting to tamper with the entry process or the operation of the Contest, or
  - iii. Acting in an unsportsmanlike or disruptive manner towards any other person.

#### 10. PRIVACY.

- a) By participating in the Contest, each entrant:
  - i. Grants to the Sponsor the right to collect and use his or her first name, last name, email address, and the first and last name of any child on whose behalf the Entry has been submitted (“**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting the potential winner and announcing the Winner.
  - ii. Grants to the Sponsor the right to use his or her Personal Information for administrative, publicity and promotional purposes relating to the Sponsor and/or the Contest, in any and all media now known or hereafter devised, without further compensation.
- b) All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should he or she supply untruthful, incomplete, inaccurate or misleading personal or other information at any stage of the Contest.
- c) Unless they are selected as a potential winner or the Winner, entrants should not expect to be contacted by the Sponsor; however, the entrant grants the Sponsor his or her consent and permission to contact him or her for the purposes described in section 10(a) and other consistent purposes.

#### 11. ENTRANT’S INTELLECTUAL PROPERTY.

- a) All Entries become the sole property of the Sponsor and none will be returned for any reason. By submitting an Entry, the entrant assigns to the Sponsor all of the entrant’s rights, title and interest, including copyright, in and to the Entry, throughout the world in perpetuity. The entrant acknowledges that as a result of this assignment, the Sponsor will have the exclusive and perpetual right to exploit the Entry in any media now known or later developed in whatever ways the Sponsor may determine in its sole discretion and to authorize others to do so. This includes, but is not limited to, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the Entry, in whole or in part and to edit, add to, or modify the Entry in any way, all without obligation or compensation of any kind to the entrant. By submitting an Entry, the entrant confirms that he or she is the sole designer and creator of the Entry, that the Entry constitutes the entrant’s own unpublished work and that no other person has any intellectual property rights or other interest in the Entry, and waives all moral rights that he or she may enjoy in relation to the Entry. The entrant further confirms that in the event he or she is the Winner of the Contest, winning the Contest and acceptance of the Prize will not result in the Winner breaching the terms of any other agreement with a third party. For greater certainty,

each entrant shall indemnify the Sponsor and its affiliates against any liability for any claims and associated costs that may be brought against them by any third parties with respect to any intellectual or other property rights in the submitted Entry. Upon request by the Sponsor, the entrant agrees that it shall sign (or cause to be signed) all further documents, or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the assignment of the entrant's rights in the Entry. No royalties, guarantees or advances (monetary or other) will be awarded for using the name, photograph, video, voice or brief biography of the Winner or any entrant in this Contest.

- b) The Sponsor recognizes that some entrants may wish to use their Design after submitting it to the Sponsor for the purpose of entering the Contest. For example, the Sponsor anticipates that some entrants may wish to include the Design in a portfolio of professional work. Upon request submitted to [info@orange.ca](mailto:info@orange.ca), an entrant may ask the Sponsor to grant him or her a license to use the Design. The Sponsor will consider such requests on a case-by-case basis.

12. **SPONSOR'S INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to official marks, trade marks, trade names, logos and slogans are owned by the Sponsor and or its affiliates. The Sponsor grants entrants the right to use its logo for the sole purpose of creating Designs with which to enter this Contest, however nothing in these Rules grants entrants the right to use any other intellectual property belonging to the Sponsor. Unauthorized use of any intellectual property without the prior express written consent of the Sponsor is strictly prohibited.

13. **PARAMOUNTCY.**

- a) In the event of any discrepancy or inconsistency between these Rules and any other statements contained in any Contest-related materials, the terms and conditions of the Rules shall prevail.
- b) In the event of any discrepancy or inconsistency between the English language version of these Rules and a French language version of these Rules, the English version shall prevail.

14. **TERMINATION.** The Sponsor reserves the right, in its sole discretion, to terminate the Contest at any time for any reason including but not limited to in the event of tampering, unauthorized intervention, fraud or other unanticipated problems or irregularities or mistakes of any nature whatsoever not directly caused by the Sponsor which, in the opinion of the Sponsor, affects the administration, security, fairness, integrity or proper conduct of this Contest.

15. **AMENDMENT.** The Sponsor reserves the right, in its sole discretion, to amend the Rules at any time for any reason. Notice of any such amendment will be made by conspicuous edits to the website described in section 9(a).

16. **GOVERNING LAW.** This Contest is intended to be conducted in the province of Ontario, in the country of Canada. The Rules shall be construed and evaluated according to the laws of Ontario and the federal laws of Canada applicable therein.