

Email Opt-In Contest Rules and Regulations

THIS CONTEST IS FOR ORNAC/AIISOC MEMBERS (IN GOOD STANDING WHO HAVE REMITTED THEIR 2017 MEMBERSHIP DUES) AND WILL BE INTERPRETED AND SUBJECT TO ALL CANADIAN FEDERAL, PROVINCIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.

“Email Opt-In” Contest (the “Contest”) is administered by ORNAC and will be sponsored by 3M Canada Company (the “Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the ORNAC at [insert ORNAC details]. By participating in this Contest, each contestant agrees to be legally bound by these Official Contest Rules and Regulations (the “Rules”).

1. CONTEST PERIOD

The Contest is run by ORNAC and will take place from February 20, 2017 at 12:00:01 a.m. Eastern Time (“ET”) to April 15, 2017 at 11:59:59 p.m. ET (the “Contest Period”). ORNAC reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible entries.

2. ELIGIBILITY

The Contest is open to all ORNAC Member who are:

- (i) a Canadian Perioperative Registered Nurse or an ORNAC Associate. (see Membership categories on the ORNAC website <https://www.ornac.ca/en/membership/membership-categories>)
- (ii) have read and accepted, and agreed to comply with these Rules.

For the purposes of these Rules, **“Contest Group Entities”** means ORNAC and the Sponsor, its parent, sister, affiliated and subsidiary companies, all advertising and promotion agencies, suppliers of prizes, materials and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest.

3. PRIZE

3.1

Grand Prize: There are **two (2)** Grand Prizes available to be won consisting of the following:

- \$1000 (CAD) to be used towards your Full ORNAC 2017 Conference Registration and accommodations during your stay in Niagara Falls. All amounts in these Rules are in Canadian dollars. Accommodations must be made at one of the conference hotels: Marriot On The Falls or Marriot Fallsview. (Does not apply to single day registrations)

Each winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the Grand Prize. The Grand Prize cannot be substituted or transferred to a third party. Any additional costs not described in these Rules as part of the Grand Prize that are incurred in collecting and using the Grand Prize are the winner's responsibility.

4. METHODS OF ENTRY

4.1 Entry and Registration: To enter the Contest, an eligible contestant must complete the Contest Entry Form (the “CE Form”) on the ORNAC website. Contestants must provide a valid email address and full name on the CE Form. Contestants must agree to receive email communications from ORNAC and have the option to sign up to receive email communications from Sponsor. Incomplete CE Forms or CE Forms with false information will be deemed invalid and will be disqualified. Only fully completed CE Forms with valid information received by ORNAC's servers during the Contest Period will be accepted for entry into this Contest. Once the CE Form is complete, the contestant must click submit. The contestant will then receive one entry into the Contest.

4.2

Limit of One Entry: There is a limit of one (1) entry per person and per email address during the Contest Period.

Note: If it is discovered that a contestant has attempted to: (i) enter more than one (1) time or (ii) use (or attempt to use) multiple names, email addresses or identities to enter, or otherwise participate in, the Contest, then (in the sole and absolute discretion of ORNAC) he/she may be disqualified from participating in the Contest and all of his/her entries may be disqualified. Use (or attempted use) of multiple identities, email addresses and/or any automated system to enter or otherwise participate in this Contest is prohibited and is grounds for disqualification.

5. DRAW & WINNER SELECTION PROCESS

5.1

Random Draw: On or about **April 17, 2017** at **2:00 pm ET** (the “**Draw Date**”) in the city of Kingston, in the province of Ontario, at the offices of the ORNAC Secretariat, **two (2)** entries will be randomly selected from a server generated list of all entries received by ORNAC’s servers during the Contest Period. The contestants who own the selected entries, and who are otherwise eligible to win, will be the selected contestants who are eligible to win the Grand Prizes subject to compliance with these Rules.

5.2

Odds of Winning: The odds of winning the Grand Prize are dependent on the number of eligible entries received by ORNAC during the Contest Period in accordance with these Rules.

5.3

Contacting Selected Contestant: ORNAC or its designated representative will make a minimum of two (2) attempts to contact each selected contestant by email using the information provided at the time of entry within 5 business days of the Draw Date. If a selected contestant cannot be contacted (i.e. does not reply to the email from ORNAC or its representative) within 10 business days of the Draw Date, then he/she may be disqualified (and will forfeit all rights to the Grand Prize) and ORNAC reserves the right, in its sole and absolute discretion, to randomly select an alternate selected contestant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected contestant).

5.4

Declaration and Release Form; Skill-Testing Question: in order to be declared the confirmed Grand Prize Winner or win any prize, the selected contestant(s) (or, if he or she is a minor in his/her province or territory of residence, his/her parent or legal guardian) must, in addition to meeting all Contest eligibility criteria and otherwise complying with these Rules, correctly answer, a mathematical skill testing question without assistance of any kind, whether electronic or otherwise, and sign and return within 5 business days of notification by e-mail, a Declaration and Release prepared by ORNAC which, among other things:

(i)

confirms compliance with these Rules;

(ii)

acknowledges acceptance of the prize as awarded;

(iii)

releases the Releasees (as defined in Section 7.6) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of any prize; and

(iv)

allows ORNAC and the Contest Group Entities to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements made regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification.

If a selected Contestant:

(i)

does not correctly answer the mathematical skill testing question in the manner prescribed;

(ii)

fails to return the properly executed Declaration and Release within the specified time;

(iii)

cannot accept the prize for any reason; or

(iv)

otherwise fails to comply with the Rules;

then he/she will be disqualified (and will forfeit all rights to the prize) and ORNAC reserves the right, in its sole and absolute discretion, to select by random draw from among all remaining eligible entries an alternate selected contestant as the potential winner of a Grand Prize (in which case the foregoing provisions of this section shall apply to such new potential prize winner).

6. AWARDING OF PRIZES(S)

6.1

Prize Recipient: The confirmed Grand Prize winners will each receive (i) the Grand Prize.

6.2

Prize Delivery: : Notwithstanding any other provision of these Rules, ORNAC or its representatives will determine how the presentation of the prize will occur and this may be either in a media event, by mail or in person. The prize will be applied against the recipients conference registration and hotel accommodations.

7. GENERAL TERMS AND CONDITIONS

7.1

Verification of Entries : ORNAC and the Sponsor reserves the right, in their sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to ORNAC, the Sponsor or a Contest Group Entity) from any contestant in this Contest for the purposes of this Contest. Contestants whose entries cannot be verified to the satisfaction of ORNAC and/or the Sponsor in their sole and absolute discretion may be disqualified from the Contest and will not be eligible to win any prize. In that case, ORNAC reserves the right to conduct a reselection of a selected contestant by random draw. The sole determinant of the time for the purposes of a valid registration and/or entry in this Contest will be the Contest server machine(s) in Eastern Time.

7.2

No Liability : The Releasees (defined below in Section 7.6) will not be liable for: (i) any failure of the ORNAC website or servers during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any ORNAC form or entry, to be received by ORNAC for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to a contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (v) any combination of the above.

7.3

Acceptance of Prizes : The Grand Prize must be accepted as awarded and (i) is not transferable (ii) the costs of everything not specifically stated as included in the prize are the sole responsibility of the winner; (iii) by accepting a prize, the winner agrees to waive all recourse against the Releasees (as defined in Section 7.6) if the prize or a component thereof does not prove satisfactory, either in whole or in part.

7.4

Number of Prizes/Winners : By entering the Contest, each contestant acknowledges that ORNAC and the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Contest, whether mechanical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by contestants is greater than the number of prizes available, ORNAC reserves the right, in its sole and absolute discretion, to end the Contest in whole or in part, without notice, and to award the correct number of prizes among the correct number of winners, selected in accordance with these Rules from among those eligible entries validly submitted prior to the termination of the Contest.

7.5

Termination of Contest : ORNAC reserves the right to void any entry and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law), in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of ORNAC that, in the ORNAC's sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and ORNAC and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

ORNAC reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any contestant or entry, with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of ORNAC, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

7.6

Release and Exclusion of Liability: By entering or attempting to enter the Contest, each contestant and/or purported contestant agrees to release, discharge, and forever hold harmless ORNAC, the Contest Group Entities, and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the “**Releasees**”) from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the contestant’s participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of any prize. The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of ORNAC’s website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person’s or any other person’s participation or attempted participation in the Contest.

7.7

Dispute - In the event of a dispute regarding who submitted an entry, it will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “**Authorized account holder**” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A contestant may be required to provide proof that he/she is the Authorized account holder of the email address associated with the selected entry and/or a vote, and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

7.8

Personal Information : : By entering this Contest, each contestant expressly consents to the ORNAC, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with ORNAC’s privacy policy, unless the contestant otherwise specifies by giving ORNAC notice in writing. By opting in by checking the box on the Entry Form, you will be consenting to receiving promotional communications from ORNAC.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, these Rules shall prevail, govern and control.

7.9

ORNAC and Sponsors' Decisions : This Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The decisions of ORNAC and the Sponsor with respect to all aspects of this Contest are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of contestants, entries, and votes.