

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY  
AND IS GOVERNED BY CANADIAN LAW**

**Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**1. KEY DATES:**

The Dry January Canada Challenge (the “**Contest**”) begins on December 27, 2021 at 12:00:00 p.m. Eastern Time (“**ET**”) and ends on January 31, 2022 at 11:59:59 p.m. ET (the “**Contest Period**”).

**2. ELIGIBILITY:**

Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Mothers Against Drunk Driving Canada (MADD Canada) (the “**MADD Canada**”), The Naked Collective Limited, their respective affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with MADD Canada, the “**Contest Parties**”).

**3. HOW TO ENTER:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING. You can obtain the Official Contest Entry Form (the “**Entry Form**”) during the Contest Period by going to [DryJanuaryCanada.ca](http://DryJanuaryCanada.ca) (the “**Website**”). Next, fully complete the Entry Form with all required information and signify your agreement that: (i) you will participate in the Dry January Challenge (as outlined on the Website); and (ii) you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”). Once you have fully completed the Entry Form with all required information and agreed to the Rules, follow the on-screen instructions to submit your completed Entry Form to be eligible to earn one (1) Entry (each, an “**Entry**” and collectively the “**Entries**”). To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period.

**4. ENTRY LIMIT:**

**There is a limit of one (1) Entry per person during the Contest Period.** If it is discovered by MADD Canada (using any evidence or other information made available to or otherwise discovered by MADD Canada) that any person has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, multiple identities, multiple email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with MADD Canada’s interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then they may be disqualified from the Contest in the sole and absolute discretion of MADD Canada. Your Entry may be rejected if (in the sole and absolute discretion of MADD Canada) the Entry Form is not fully completed with all required information and submitted and received in accordance with these Rules during the Contest Period. The Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for (and have no liability in relation to) late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

**5. VERIFICATION:**

All Entries are subject to verification at any time and for any reason. MADD Canada reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to MADD Canada – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason MADD Canada deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with MADD Canada’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of MADD Canada within the timeline specified by MADD Canada may result in disqualification in the sole and absolute discretion of MADD Canada. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by MADD Canada.

**6. THE PRIZE:**

There will be one (1) prize (the “**Prize**”) available to be won consisting of a \$5000 CAD CanaDream RV vacation gift certificate. Use of the gift certificate is subject to the terms and conditions of the issuer (including, but not limited to, applicable blackout dates). The gift certificate expires on December 31, 2022.

The following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by MADD Canada in its sole and absolute discretion); (ii) no substitutions are permitted, except at MADD Canada’s option; and (iii) MADD Canada reserves the right at any time to substitute the Prize for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at MADD Canada’s sole discretion, a cash award.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either MADD Canada or any of the other Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory.

## **7. ELIGIBLE WINNER SELECTION PROCESS AND ODDS OF WINNING:**

On February 3, 2022 (the “**Draw Date**”) in Toronto, ON at approximately 10:00 a.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

## **8. ELIGIBLE WINNER NOTIFICATION PROCESS:**

MADD Canada or its designated representative will make a minimum of three (3) attempts to contact the eligible winner (using the information provided on the Entry Form) within ten (10) business days of the Draw Date. If the eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then they may, in the sole and absolute discretion of MADD Canada, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and MADD Canada reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## **9. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL MADD CANADA OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, the eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of MADD Canada, be administered online, by email or other electronic means, by telephone, or in MADD Canada’s form of declaration and release); and (b) sign and return within ten (10) business days of notification MADD Canada’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases MADD Canada and all of the other Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of their name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of MADD Canada in any manner whatsoever, including print, broadcast or the internet. If the eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by MADD Canada in its sole and absolute discretion); then they will be disqualified (and will forfeit all rights to the Prize) and MADD Canada reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## **10. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of MADD Canada with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY MADD CANADA TO BE IN VIOLATION OF MADD CANADA’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF MADD CANADA AT ANY TIME.

MADD Canada and all of the other Released Parties will not be liable for: (i) any failure of the Website or any other website, platform or device during the Contest; (ii) any malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted an Entry, MADD Canada reserves the right, in its sole and absolute discretion, to deem the Entry 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. An entrant may be required to provide proof (in a form acceptable to MADD Canada – including, without limitation, government issued photo identification) that they are the authorized account holder of the email address associated with the Entry in question.

MADD Canada reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of MADD Canada that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by MADD Canada in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, MADD Canada reserves the right to seek remedies and damages to the fullest extent permitted by law. MADD Canada reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, MADD Canada reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

*For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.*

By entering this Contest, each entrant expressly consents to MADD Canada, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with MADD Canada's privacy policy (available at: <https://madd.ca/pages/copyright-and-privacy-policies/>). This section does not limit any other consent(s) that an individual may provide MADD Canada or others in relation to the collection, use and/or disclosure of their personal information.

MADD Canada reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by MADD Canada, for purposes of verifying compliance by any entrant, Entry and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of MADD Canada, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of MADD Canada, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, MADD Canada or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.