

**The ParticipACTION “Community Better Challenge” 2019 (the “Challenge”)
Official Challenge Rules (the “Rules”)**

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

1. WHAT IS THE PARTICIPACTION COMMUNITY BETTER CHALLENGE?

The goal of the Challenge is to get Canadians moving with others in their community. From walking to the grocery store, to backyard spring cleaning, to running, biking, dancing, and more, we want you to track it all! Individuals are encouraged to track their personal physical activity and/or the physical activity of groups and organisations they belong to in their community (the “**Move Minutes**”). The more Move Minutes that individuals and organisations track during the Challenge Period the better chance their Community (the “**Participant**”) has to win a prize in the Challenge. Participation 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 individuals or organisations from tracking Move Minutes in this Challenge. Additional information and a comprehensive list of FAQ’s and answers regarding this Challenge can be found on the Community Better Challenge website (<https://www.participaction.com/en-ca/resources/community-challenge-faq>).

2. CHALLENGE PERIOD AND PHASES:

The Challenge commences on May 31, 2019 at 12:01 AM Pacific Time (“**PT**”) and continues until June 16, 2019 at 11:59 PM PT (the “**Challenge Period**”). All physical activity tracking must be received by 11:59 PM PT on June 16, 2019 (the “**Challenge Closing Time**”). Attempts to add physical activity tracking after the Challenge Closing Time will not be accepted. The Challenge consists of the following 5 phases as:

Phase	Start Date	End Date (all at 11:59 PM PT)
Move Minute Tracking	May 31, 2019 at 12:01 AM PT	June 16, 2019
Finalist Notification Period	June 17, 2019 at 12:01 AM PT	June 18, 2019
Finalist Submission Period	June 19, 2019 at 12:01 AM PT	June 22, 2019
Finalist Submission Evaluation Period	June 23, 2019 at 12:01 AM PT	June 25, 2019
Winner Announcement	June 27, 2019	

3. CHALLENGE PRIZES:

There are seven (7) prizes available to be won in the Challenge, as follow, each to be awarded to the winning Participant 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 can be found at www.participaction.com/challenge:

Category	Prizes Available	Category Prize Value
National Prize	1	\$150,000
Regional Prize	5 (one per Region (as defined below), excluding the Region awarded the National Prize)	\$20,000
BC Community Award	1	\$10,000

The “BC Community Award” is available exclusively to a Community based in province of British Columbia. The process for awarding this Prize is detailed in Section 9 below.

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 Participant 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 Participant in connection with the Challenge.

4. ELIGIBLE INDIVIDUALS/ORGANIZATIONS:

This Challenge is only open to legal residents of Canada who are 17 years of age or older as of the start of the Challenge Period. If individuals are under the age of 17 at the time of the Challenge Period they may still participate in this Challenge, however their Move Minutes must be tracked by a parent or legal guardian through the Challenge Account of the parent or guardian. A parent or guardian can track Move Minutes of up to 10 family members in their Challenge website account. Move Minutes can be tracked through the following two methods:

1 – Personal Minutes: Individuals can track Move Minutes for themselves on the ParticipACTION App or for themselves and their family on the ParticipACTION Community Better Website.

2 – Organization Minutes: Organizations may track Move Minutes for individuals that participate in their programming or events on the ParticipACTION Community Better Website.

See Section 8 for further details on how to track Move Minutes. There is no individual prizing within the Challenge.

5. ELIGIBLE COMMUNITIES (the "PARTICIPANT"):

The Challenge is open to all communities that have been deemed eligible by the Sponsor (each, a "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 1,500 people, as defined by Statistics Canada. Geographic locations with a population less than 1,500 may be combined with those in close proximity to create a 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 individuals and organizations tracking their Move Minutes in the Challenge will be assigned to a Community based on their postal code, with their Move Minutes contributing to that Community's results.

For further details on Communities please visit the Challenge website <https://www.participaction.com/en-ca/resources/community-challenge-faq> or for further inquiries please contact the Sponsor by email at info@participaction.com. Please reference "Community Better Challenge" in the subject line.

6. COMMUNITIES/REGIONS:

For the purposes of determining Community winners in this Challenge, Canada has been divided into six (6) geographic regions as follows (each, a “**Region**”):

- Northern Canada (Yukon, Northwest Territories, Nunavut)
- Western Canada (British Columbia, Alberta)
- Central Canada (Saskatchewan, Manitoba)
- Ontario
- Québec
- Atlantic Canada (New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador)

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

During the Challenge, a Community Leaderboard will be displayed at www.participaction.com/challenge which will highlight the top 20 communities per Region.

7. MOVE MINUTES:

Move Minutes are defined as the time during which an individual engages in either active or light/incidental physical activity. An individual’s valid Move Minutes will count towards his/her Community’s total in the Challenge. This includes movement from synced fitness trackers to the ParticipACTION App such as Apple Health or Google Fit, as well as any manually tracked activity.

Move Minutes can accumulate individually or through community events, groups or associations. Any group physical activity can be tracked. By way of example, ongoing recreation activities such as a group fitness class at a recreation centre, a sport club basketball practice, or a school gym class are all eligible for tracking. To ensure tracking accuracy, an event or group representative should be assigned to be responsible for tracking the total Move Minutes for each eligible group activity.

8. HOW TO TRACK MOVE MINUTES:

Move Minutes can be tracked in two ways:

1. The **ParticipACTION App** available through the Apple Store or Google Play Store (the “**App**”). There is no charge to download this App.
2. The **Community Better Challenge website** (the “**website**”). To access the website, enter the following in your web browser <https://www.participaction.com/challenge>

Move Minute tracking takes place exclusively online and requires an internet connection. Many public libraries, retail businesses and others offer free computer and internet services, and Community organisations may enter individuals’ Move Minutes on their behalf.

Prior to tracking Move Minutes, individuals are required to register a personal account on either the App or the website. Once registered, the same credentials can be used to access the App or website. In order to set up an account the user will be required to provide some personal information, including name, postal code, email and age. Individuals may also register using a third party social media. This information will only be used for the specific purpose of tracking Move Minutes in the Challenge, to determine the winners in the Challenge and to provide communications related to the Challenge or other ParticipACTION initiatives.

All Move Minutes using either of the methods above will accumulate to the total Move Minutes for the individual's assigned Community (as determined by postal code). Move Minutes may only be added as full minutes, with a minimum of 1 minute and a maximum of 180 minutes per activity.

All Move Minutes entered are subject to verification at any time, and by entering Move Minutes you represent and warrant that they reflect the actual physical activity of the applicable individual. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility from any individual, which proof shall be in the form required by the Sponsor. Failure to accurately track Move Minutes, or to provide proof of identity and/or eligibility to the satisfaction of the Sponsor in a timely manner, may result in disqualification and deletion of Move Minutes from your Community total Move Minutes and/or disqualification from the Challenge. Daily Move Minute tracking is encouraged but not a requirement of participation.

9. COMMUNITY WINNER SELECTION:

Limit: one (1) prize per Community.

Finalists

On June 16, 2019 at 11:59 PM PT, all Community Participants will be evaluated based on the following criteria, for the purpose of selecting five (5) Community finalists from each of the six (6) Regions (the "**Finalist Criteria**"):

- **Average Community Move Minutes per individual**, as calculated by the total Community Move Minutes divided by the Community's population. Total population will be determined by the statistical information included in the Statistics Canada, Census 2016

The five (5) Communities per Region with the highest scores based on the Finalist Criteria will be selected as potential Finalists for that Region, subject to response to notification, verification and other compliance with these Rules.

Region Winners

The Finalists will be invited by Sponsor to submit a Finalist Submission. Each Finalist will then be provided with an outline that must be followed 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 June 22, 2019 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 June 23, 2019 and June 25, 2019, and will be judged and given a Finalist Submission Score out of 35 total points based on the quality, comprehensiveness, practicality, relevance and compelling nature of responses to the questions.

The Finalists final score will then be compiled based on the following consolidated criteria (the "**Region Criteria**"):

- **35% Average Community Move Minutes (Finalist Criteria)**
 - as calculated by the total Community Move Minutes divided by the Community's population.
- **30% Average Community Engagement**
 - as calculated by the total number of individuals and organizations that create a Challenge account and submit Move Minutes during the Challenge Period, divided by the Community's population.
- **35% Finalist Submission Score**

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- as calculated based on review of Finalist Submission

The Finalists with the highest score in their Region based on the Region Criteria will be selected as the potential Region winner for that Region and eligible to win a Regional or National Prize, subject to response to notification, verification and other compliance with these Rules.

National Winner

The National winner will be selected from the Regional winners based on the Community with the highest overall score based on the Region Criteria being selected as Canada's Most Active Community and the potential winner of the National Prize, subject to response to notification, verification and other compliance with these Rules.

BC Community Award Winner

One (1) exclusive BC Community Award will be awarded to a British Columbia Community. The Community will be selected based on the Region Criteria outlined above, except that the Finalist Submission Score will put greater emphasis on the submission questions that refer to physical activity challenges within the Community and stated evidence of Community need. Selection is subject to response to notification, verification and other compliance with these Rules. A Community located in British Columbia that has been awarded either the National Prize or the Regional Prize for Western Canada shall not be eligible to win the BC Community Award.

In the event that there are less than two (2) non-winning Communities from British Columbia selected as Finalists for the Western Canada Region, Sponsor shall invite additional Communities from British Columbia to submit a Finalist Submission for the purposes of the BC Community Award selection.

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.

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In consideration of Participant's Finalist Submission being reviewed and evaluated for this Challenge, each Participant 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 Region Finalists from each Region will be informed by June 18, 2019. The Sponsor, working with the Municipalities or other 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 Region 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 June 27, 2019 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 Region 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 Region 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 Participant'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 Participant to amend the submission, or amend the submission on the Participant's behalf, instead of disqualifying the Participant.

11. CHALLENGE AND PRIZE RELEASE:

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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 Participant 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 Participants 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 Participant 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, 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 Region 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 PARTICIPATION 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, 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 Participant 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 Participant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the Participant 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 Participant 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 Participant 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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