



## CONTEST

### LA PERSONNALITÉ SANTÉ DE L'ANNÉE 2020

## RULES

### CONTEST DURATION

Le concours « La personnalité santé de l'année » est organisé par la Caisse Desjardins du Réseau de la santé (ci-après « l'Organisateur ») et se tient du 7 décembre 2020 à 9 h 00 au 14 décembre 2020 à 16 h (ci-après « la période du concours »).

### ELIGIBILITY CRITERIA

To be eligible for the *La personnalité santé de l'année* (hereinafter referred to as the "Contest") the participant must meet the following criteria:

- Be a Canadian citizen or permanent resident
- Have his main residence in Quebec ;
- Be 18 years of age or older
- Be a member or non-member of the Caisse Desjardins du Réseau de la santé ;

(Hereinafter referred to as "eligible participants").

### EXCLUSIONS

Not eligible for the contest :

- Employees, managers, officers and directors of the Caisse Desjardins du Réseau de la santé as well as persons with whom they are domiciled ;

### HOW TO PARTICIPATE?

To enter the Contest, eligible participants :

- Access the Caisse du Réseau de la santé's Facebook page at <https://www.facebook.com/caisse.desjardins.reseau.de.la.sante> ;
- Name and identify in the comments a person you admire who works in the health and social services network.
- Explain in his or her comments why the person identified deserves the title of *Personnalité Santé 2020*.

**No purchase or consideration required.** To enter the contest without purchase or obligation, eligible participants must legibly handwrite their name, address, including city and postal code, telephone number, date and write an original essay of approximately 50 words on the person they feel deserves the title of *Personnalité Santé 2020*, explaining why, and mail it in a self-addressed envelope with sufficient postage to the following address: 2100, boul. De Maisonneuve E., Suite 102, Montreal (Quebec) H2K 4S1. Entries without purchase or obligation must be postmarked no later than the last day of the contest, i.e. December 14, 2020 (date of postmark), failing which they will be void. Upon receipt of the letter, participation in the contest will be automatically registered and will give a chance to win. Only one entry per envelope, duly stamped. Entries thus obtained are subject to the same conditions as those applicable to other entries. Mechanical reproductions are not accepted. Entries become the property of the Organizer and will not be returned.

**Entry limit.** There is a limit of one entry per eligible entrant during the Contest Period regardless of the method of entry used.

### **PRIZES**

An amount of \$400 will be paid to the winner(s).

- The prize amount will be awarded in the form of two prepaid visa cards valued at \$200 each and mailed to the winner(s).
- The winning member agrees to take a photo and agrees to have a portrait of his or her career path used by the Caisse for marketing purposes.

Anything not described above is not included in the prize and is the responsibility of the winner.

The winner alone will assume the taxes that may result from the awarding of the prize, with the entire exoneration of the organizers and persons for whose benefit the contest is held.

### **DRAW**

- A participant's comment under the contest publication will be randomly selected manually. The draw will take place on December 18 at 12:00 p.m., in the presence of witnesses, at the Organizer's offices in Montreal.
- The odds of winning depend on the number of eligible entries received during the Contest Period.

## **GENERAL CONDITIONS**

To be declared a winner, the randomly selected entrant must meet the following additional conditions:

1. In order to be declared a winner, each selected person must :
  - a) Be reached by telephone or e-mail by a Caisse advisor within fifteen (15) days following the draw date. Selected entrants must be reached within a maximum of 2 attempts and will have a maximum of 48 hours to respond to the Organizer's message left in their voice mailbox, if applicable, failing which they will lose their right to the prize;
  - b) Confirm that they meet the eligibility and other requirements of these rules ;
  - c) Sign the Declaration and Release Form (hereinafter the "Declaration Form") that will be sent to him/her by mail, e-mail or fax and return it to the Contest Organizer within ten (10) business days of receiving it ;
  - d) Correctly answer, without assistance and within a limited time, a mathematical skill-testing question asked over the telephone;

Failure to comply with one of the above-mentioned conditions or any other condition mentioned in these rules will result in the selected person being disqualified and a new draw will be held in accordance with these entry rules until an entrant is selected and declared a winner. The same conditions will continue to apply with the necessary adaptations, if any.

2. **Presentation of the prize.** Within fifteen (15) days following receipt of the Declaration Form, the Organizer will send an e-mail to the winner to inform him/her of the terms and conditions for taking possession of his/her prize. In the event that the selected person refuses to accept the prize, the Caisse will be released from any obligation regarding the awarding of the prize and may proceed, at its discretion, to a new draw in the manner described herein.
3. **Verifications.** All entries and Declaration Forms may be subject to verification by the Organizer. Entries that are incomplete, inaccurate, illegible, mechanically reproduced, mutilated, fraudulent, filed or transmitted late, have an invalid telephone number or are otherwise non-compliant may be rejected and will not be eligible for the prize.
4. **Disqualification.** Any person participating in this contest or attempting to participate in this contest by any means contrary to these rules and regulations that may be unfair to other participants (e.g. computer hacking, use of voting groups, use of use of a loaner's name) will be automatically disqualified and may be referred to the appropriate legal authorities.
5. **Conduct of the contest.** Any attempt to sabotage the legitimate operation of the contest constitutes a violation of civil and criminal laws. Should such attempts be made, the Organizer reserves the right to reject the participant's entries and obtain legal redress.
6. **Acceptance of Prizes.** Prizes must be accepted as described in these rules and may not be exchanged, substituted or transferred to another person except as provided in these rules.

Any person who enters the Contest agrees to comply with these rules and with the decisions without appeal of the Caisse, which administers the Contest.

7. **Limitation of liability.** If the Organizer cannot award the prize as described in these rules, it reserves the right to award a prize of the same nature and equivalent value or, at its sole discretion, the prize value indicated in these rules.
8. **Limitation of liability - use of the prize.** The winner releases the Organizer and the persons for whose benefit this contest is held from any liability for damages that may result from participation in the contest, acceptance and use of the prize. The winner acknowledges that upon receipt of the prize or the letter confirming the prize, the performance of the obligations related to the prize becomes the full and exclusive responsibility of the various suppliers of products and services. The winner agrees to sign a declaration and release form to this effect. The winner acknowledges that the only warranty applicable to the prize is the usual manufacturer's warranty.
9. **Limitation of liability - operation of the contest.** The Organizer and the persons for whose benefit this contest is held disclaim all liability for the malfunctioning of any computer component, software or communication line, for the loss or absence of network communication or for any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network and that may limit or prevent any person from reading the rules of participation. They also disclaim all liability for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or otherwise, and by the transmission of any information related to participation in the contest. In particular, if the administration, security, fairness, integrity or proper conduct of the contest is corrupted or adversely affected by, among other things, viruses, bugs, tampering, unauthorized intervention, fraud, computer technical failures or any other cause, the Organizer reserves the right, without prior notice (subject to the approval of the Régie in Quebec) to cancel, modify, extend or suspend the contest.
10. **Limitation of liability - receipt of entries.** The Organizer and the persons for whose benefit this contest is held will not be responsible for lost, misdirected or late entries, including due to a problem with the postal service or any failure for any reason whatsoever of the website during the Contest Period, including any damage to an entrant's computer or mobile device.
11. **Limitation of Liability - Facebook.** Entrants acknowledge and agree that the Facebook Site is not owned or operated by Sponsor and acknowledge that they are subject to Facebook's Terms of Use. The personal information collected in the context of this contest is for the exclusive use of the Organizer and will not be communicated in any way to Facebook. Facebook is not associated with the contest and does not sponsor it in any way. No liability can be attributed to it in this regard.

12. **Limitation of liability - situation beyond control.** The Organizer and the persons for whose benefit this contest is held will not assume any liability whatsoever in any case where their inability to act results from a fact or situation beyond their control or from a strike, lockout or any other labour dispute in the establishments of the organizations or companies whose services are used for the holding of this contest.
13. **Modification of the contest.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this contest in the event of an event or any human intervention that could alter or influence the administration, security, impartiality or conduct of the contest as provided for in these rules, subject to the authorization of the Régie des alcools, des courses et des jeux du Québec, if required. No liability can be attributed to the Régie.
14. **Termination of participation in the contest.** In the event that, for any reason whatsoever, participation in the contest must end in whole or in part before the end date provided for in these rules, the contest may be attributed, at the Organizer's discretion, among the duly registered entries received up to the date of the event that ended participation in the contest.
15. In all cases, the Organizer may not be required to award more prizes or to award a prize otherwise than in accordance with these Contest Rules and Regulations.
16. **Limitation of Liability - Contest Participation.** By participating or attempting to participate in this contest, any person releases the Organizer and the persons for whose benefit this contest is held from any liability for any damage they may suffer as a result of their participation or attempt to participate in the contest.
17. By accepting the prize, each winner authorizes the Caisse Desjardins du réseau de la santé to use, if necessary, his or her name, photograph, image, voice, place of residence and declaration regarding the prize for publicity purposes, without any form of compensation.
18. **Communication with Participants.** No communication or correspondence will be exchanged with Participants in connection with this Contest other than in accordance with these Contest Rules or at the Organizer's initiative or to obtain their consent to use their entry without purchase or consideration.
19. **Personal information.** The personal information collected about entrants will be used solely for the purpose of administering the Contest. No communication, commercial or otherwise, unrelated to this contest will be sent to the participant, unless otherwise consented.
20. **Ownership.** Entry Forms and Declaration Forms are the property of the Contest Organizer and will not be returned to entrants under any circumstances.
21. **Decisions.** Any person who enters the contest agrees to abide by these rules and the final and final decisions of the Contest Organizer, which administers the contest, without appeal. Any decision of the Contest Organizer or their representatives regarding this

contest is final and without appeal, subject to any decision of the Régie des alcools, des courses et des jeux du Québec on any issue under its jurisdiction.

22. **For Quebec participants:** 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 Régie only for the purpose of helping the parties reach a settlement.
23. If any paragraph of this by-law is declared or found to be illegal, unenforceable or invalid by a court of competent jurisdiction, then that paragraph shall be deemed invalid, but all other paragraphs not affected shall be enforced to the fullest extent permitted by law.
24. This by-law is available on the Caisse's Web site: [www.caissesante.ca](http://www.caissesante.ca) or through Farah Lemaine, Communications and Marketing Agent, 1-877-522-4773, ext. 7006220.
25. In the event of a discrepancy between the French and English versions of the by-law, the French version will prevail.

The contest is subject to all applicable laws.