

LFHW Canada

Save More, Waste Less Food Waste Challenge Contest Terms & Conditions

February 27 - March 29, 2024

*For each Contest Entrant under the legal age of residence in their home province, the legal guardian of the Entrant must read these Terms & Conditions and each reference to the “**Entrant**” shall mean both the Entrant and the legal guardian of the Entrant.

1. ABOUT LOVE FOOD HATE WASTE CANADA

- 1.1 Love Food Hate Waste Canada is a campaign that was launched in 2018 by the National Zero Waste Council, an initiative of the Metro Vancouver Regional District (“**MVRD**”), in collaboration with campaign partners with the goal of helping Canadians make the most of the food they love.
- 1.2 Love Food Hate Waste Canada is modelled on WRAP United Kingdom’s successful initiative of the same name. It is a national campaign aimed at educating residents about avoidable household food waste and inspiring them to change behaviour to help solve the issue. The campaign offers simple tips and actions individuals can take to reduce food waste in their homes. Learn more at www.lovefoodhatewaste.ca

2. ABOUT THE CONTEST

- 2.1 The Save More, Waste Less Food Challenge (the “**Contest**”) is intended to raise awareness about wasted food in homes across Canada and help residents understand that they can make small changes to help solve the issue.
- 2.2 For more information about the Contest, please visit the Contest website (<https://lovefoodhatewaste.ca/food-challenge>).
- 2.3 **IMPORTANT:** By participating in this Contest, each Entrant hereby declares that they:
 - (a) have read, understood and complied with the Terms & Conditions set out in this document; and
 - (b) agree to abide by all decisions of MVRD related to this Contest.
- 2.4 The Contest is subject to all applicable federal, provincial, municipal and local laws. MVRD reserves the right to modify or terminate this Contest at any time without notice to the Entrants.

3. CONTEST DURATION

3.1 The Contest period will run from February 27, 2024 to March 29, 2024.

4. WHO MAY ENTER

4.1 The Contest is open to legal residents of Canada. The Contest and any part thereof is void where prohibited by law.

5. CONTEST ENTRY PROCEDURE

5.1 No purchase is necessary. To enter the Contest and be eligible to receive one (1) Prize Package (as defined below), each Entrant must:

- (a) Register for the Contest at the Contest registration page (https://lovefoodhatewaste.tbts.me/tb_app/495817) by no later than March 3, 2024 at 11:59:00 PM (Pacific Standard Time);

To be eligible to receive the Grand Prize (as defined below), each Entrant must take the following additional steps:

- (b) Actively participate in the Contest by making small changes to prevent food waste at home for four (4) consecutive weeks in accordance with the tips and guidelines provided via text message; and
- (c) Complete the three (3) online surveys to monitor progress (a pre-evaluation survey before week 1; a mid-way survey after week 2; and a post-challenge evaluation survey).

5.2 If the Entrant is a minor (under the age of majority in the province of residence), the legal guardian of the Entrant must read and agree to these Terms & Conditions.

5.3 There is a limit of one (1) entry that can be submitted by each Entrant following the Contest entry procedures set forth in Section 5.1 above.

6. REPRESENTATIONS & WARRANTIES OF THE ENTRANT

6.1 By entering the Contest, each Entrant acknowledges and agrees to, and represents and warrants, the following:

- (a) The Entrant acknowledges that they have read and fully complied with these Terms & Conditions;
- (b) The Entrant understands that any breach of these Terms & Conditions will result in the immediate forfeiture of any prize that the Entrant may be eligible to win;
- (c) The Entrant grants to MVRD the exclusive permission to produce, reproduce, use, perform, publish, display and distribute any photographs and video footage entered

by the Entrant in this Contest, in whole or in part, in any manner and in any media, either presently existing or created in the future and in perpetuity for educational, public information, promotional, or any other lawful purpose related to Love Food Hate Waste Canada including for publicity, illustration, advertising, and internet content, with or without the Entrant's full name and without demand for royalties or compensation;

- (d) The Entrant grants permission to MVRD to edit, modify, alter and juxtapose the photographs and video footage and incorporate them either in whole or in part with or without other material, including text and other recordings and images;
- (e) The Entrant waives any right to inspect or approve the photographs or video footage or any derivatives of them;
- (f) The photographs and video footage entered by the Entrant in this Contest are original, created solely by the Entrant, and do not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party;
- (g) The Entrant agrees to the publication of their full name on any of Love Food Hate Waste Canada's social media mediums if the Entrant is selected as a winner of the Contest;
- (h) The Contest is in no way sponsored, endorsed or administered by, or associated with, any social media platforms on which the Contest may have been promoted and/or publicized or any vendor or supplier of the prizes awarded pursuant to the Contest, including, without limitation, Meta Platforms, Inc. (Facebook and Instagram), Microsoft Corporation (LinkedIn), Wal-Mart Canada Corp. and the Government of Canada through the federal department of Environment and Climate Change ("ECCC"). Any questions or comments regarding the Contest should be directed to MVRD and not Meta Platforms, Inc., Microsoft Corporation, Wal-Mart Canada Corp. or ECCC;
- (i) The Entrant hereby releases and forever discharges MVRD, Meta Platforms, Inc., Microsoft Corporation, Wal-Mart Canada Corp., ECCC, and their respective affiliates, directors, officers, employees, agents and contractors (collectively, the "**Releasees**") from any and all actions, causes of action, claims, suits, demands, damages, interest, expenses or compensation of whatever kind (collectively, "**Claims**"), whether known or unknown, suspected or unsuspected, arising in law or in equity, including, without limitation, any matters arising in connection with participating in the Contest, receiving and making use of any of the prizes awarded, and any errors or omissions in the offer or administration of this Contest, including but not limited to errors in the advertising, the Contest Terms & Conditions, the selection and announcement of the winners, or the distribution of any prize; and
- (j) The Entrant hereby agrees to indemnify and hold harmless the Releasees from any and all liability for any injuries, loss or damage of any kind to the Entrant or any other person, including personal injury, death, or property damage, resulting in whole or in

part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the Contest, any breach of the Contest Terms & Conditions, or in any prize-related activity.

7. SELECTION OF WINNERS

- 7.1 Selection of the winners for the Prize Packages (as defined below) will be on a rolling basis during the Contest period until all Prize Packages have been awarded. Each of the first five hundred (500) Entrants in the Contest will be selected to receive a Prize Package.
- 7.2 After the closing date for the Contest on March 29, 2024, selection of the winners for the Grand Prizes (as defined below) will take place by way of random draw on April 1, 2024. The winners will be drawn using a random numeric generation system.

8. NOTIFICATION OF WINNERS AND PROVISION OF WINNER ENTRANT'S LEGAL NAME AND ADDRESS INFORMATION

- 8.1 MVRD will notify each winner of a Prize Package or a Grand Prize, as applicable, by contacting the winner using the email address or phone number associated with that Entrant.
- 8.2 The winner must respond to MVRD within 48 hours of such notification and must provide to MVRD the following required information and documentation:
- (a) the Entrant's full legal name and residential address; and
 - (b) a completed Contest Release and Acknowledgment, in the required form (as set out in Schedule A attached hereto).
- 8.3 Without limiting the generality of Section 8.2, prior to delivery by MVRD of the Prize Package or Grand Prize, as applicable, the winner must correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question.
- 8.4 Failure of the winner to respond to MVRD within 48 hours of MVRD's notification and provide the required information and documentation in accordance with Section 8.2, or failure to correctly answer the time-limited mathematical skill-testing question in accordance with Section 8.3, will result in the immediate forfeiture of the Prize Package or Grand Prize, as applicable.
- 8.5 In the event of a forfeiture of a Prize Package or Grand Prize in accordance with Section 8.4, MVRD will (a) in the case of a Prize Package, award the Prize Package to the next eligible Entrant based on timing of registration for the Contest, and (b) in the case of a Grand Prize, hold a subsequent random draw to select a new winner. The new winner must comply with the above rules for notification, response and provision of required information and

documentation within the stipulated timeframe, and answering the time-limited mathematical skill-testing question.

- 8.6 The Prize Package or Grand Prize, as applicable, will be delivered by mail to the winner Entrant's residential address.
- 8.7 All contact information provided will be used solely for the purposes of this Contest. If you have any questions regarding the collection and use of information, please contact Joanne Gauci, Senior Policy Advisor, Metro Vancouver, joanne.gauci@metrovancover.org.

9. CONTEST PRIZES

- 9.1 A total of five hundred (500) Food-Saving Toolkits (the "**Prize Packages**") will be awarded during the Contest period. For greater certainty, each selected winner for a Prize Package will only be eligible to receive one (1) Prize Package.
- 9.2 A total of five (5) grand prizes (the "**Grand Prizes**") will be awarded during the Contest period. For greater certainty, each selected winner for a Grand Prize will only be eligible to receive one (1) Grand Prize.
- 9.3 Each Prize Package is valued at approximately \$25 (CAD) and consists of: (a) one (1) branded tote bag; (b) branded beeswax wrappers; (c) recipe cards; (d) fact sheets; (e) stickers; and (f) other food-saving resource materials.
- 9.4 Each Grand Prize consists of one (1) Wal-Mart gift card, valued at \$500 (CAD).
- 9.5 General Conditions for all prizes:
- (a) Prizes must be accepted as awarded. Prizes are non-transferable and non-redeemable for cash. No substitutions are permitted, except with the permission of MVRD, which reserves the right to substitute any prize with a prize of equal or greater value. The odds of winning any prize depends on the total number of eligible entries.
 - (b) No cash or compensation will be offered in exchange for the prize.
 - (c) A selected winner for a Prize Package will not be disqualified from receiving a Grand Prize if selected.
- 9.6 All claims, disputes or issues will be decided in a court of competent jurisdiction within the Province of British Columbia.

SCHEDULE A

CONTEST RELEASE & ACKNOWLEDGEMENT

To: The winner of **[one (1) Prize Package]/ [one (1) Wal-Mart gift card]** in Love Food Hate Waste Canada's Food Waste Challenge (the "**Contest**")

_____ [full name] the undersigned, of
_____ [street name and number, unit number, if any] in the
City of _____, Province/Territory of _____, in
consideration of having won **[one (1) Prize Package (valued at \$25 (CAD))] / [one (1) Wal-Mart gift card (valued at \$500 (CAD))]** in the Contest, hereby agree as follows:

1. I accept the prize as awarded by the Metro Vancouver Regional District ("**MVRD**");
2. I acknowledge and agree that I have read and fully complied with the Contest Terms & Conditions and that any breach of the Contest Terms & Conditions will result in the immediate forfeiture of any prize that I have won;
3. I hereby release and forever discharge MVRD, Meta Platforms, Inc., Microsoft Corporation, Wal-Mart Canada Corp., the Government of Canada through the federal department of Environment and Climate Change, and their respective affiliates, directors, officers, employees, and agents, and any other persons acting for and on behalf of the MVRD in the Contest, of and from any and all actions, causes of action, claims, suits, demands, damages, interest, expenses or compensation of whatever kind, whether known or unknown, suspected or unsuspected, arising in law or in equity, including without limitation any matters arising in connection with participating in the Contest, receiving and making use of any prize awarded, and any errors or omissions in the offer or administration of this Contest, including but not limited to errors in the advertising, the Contest Terms & Conditions, the selection and announcement of the winners or the distribution of any prize; and
4. This Release will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada in force in the Province of British Columbia.

Dated at _____ [City] in the Province/Territory of _____
this _____ day of _____, 2024

Signed by: _____ Name: _____

If the winner is under the age of majority:

Signature of Parent or Guardian: _____ Name: _____