

Canadian Breast Cancer Foundation CIBC Run for the Cure Post Secondary Challenge

Terms and Conditions

- I. The Program**
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NOTE: The Program (defined below) may, in the sole and absolute discretion of the Sponsor (defined below), incorporate other aspects (e.g. Top Individual Fundraiser Award; Team Captain Leadership Award) that will, if included, be governed by separate terms and conditions.

I. THE PROGRAM

The Canadian Breast Cancer Foundation Post Secondary Challenge (the “**Program**”) is intended to be conducted in Canada only and shall be construed and evaluated according to applicable Canadian law. By participating in the Program, you (and, your parent/legal guardian on your behalf if you are under the legal age of majority in your province/territory of residence) agree to be legally bound by the terms of these Official Terms and Conditions (the “**Terms**”).

WHO IS ELIGIBLE?

To be eligible to participate in this Program, an individual must:

- be a legal resident of Canada;
- be: (i) over the legal age of majority in his/her province/territory of residence at the time of participation; or (ii) under the legal age of majority in his/her province/territory of residence (individually and collectively a “**Minor**”) provided his/her parent/legal guardian has accepted and agreed to be legally bound by these Terms on the Minor’s behalf. **IMPORTANT NOTE TO MINORS:** Sponsor (defined below) reserves the right, in its sole and absolute discretion, on a random audit basis to contact a Minor’s parent/legal guardian for the purposes of verifying his/her: (i) agreement to be legally bound by these Terms on behalf of the Minor; (ii) consent to the Minor’s participation in this Program; and/or (iii) consent to the collection of the Minor’s personal information.

The Canadian Breast Cancer Foundation (the “**Sponsor**”) and Canadian Imperial Bank of Commerce (“**CIBC**”) reserve the right, in its/their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor or CIBC (as applicable) – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Program; and/or (ii) for any other reason the Sponsor or CIBC deems necessary, in its/their sole and absolute discretion, for the purposes of administering this Program in accordance with these Terms. . Failure to provide such proof to the complete satisfaction of the Sponsor or CIBC (as applicable) in a timely manner may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of this Program must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any participant should it be determined that such participant has at any stage supplied untruthful, incomplete, inaccurate or misleading personal details and/or information.

IMPORTANT DATES

The Program begins on March 27, 2013 at 12:00:01 a.m. Pacific Standard Time (PST) and ends on Friday, October 4, 2013 at 11:59:59 p.m. PST (the “**Program Period**”).

HOW TO REGISTER FOR THE PROGRAM

No purchase necessary. You must register for the Program, as follows:

To register, go to www.cbcbf.org (the “**Website**”) (click through to www.runforthecure.com) and follow the on-screen instructions to register for the Canadian Breast Cancer Foundation CIBC Run for the Cure. To be eligible, you must register as part of a team using the team type “Post Secondary Challenge” and be affiliated with the educational institution in which you are enrolled. Follow to on-screen instructions to: (i) register for an existing post secondary team (e.g. University of Toronto); or (ii) register by creating a new post secondary team (e.g. if your educational institution is not currently listed). Once you have fully completed the registration form with all required information, follow the on-screen instructions to complete your registration (the “**Registration**”). To be eligible, your online Registration must be submitted and received within the Program Period. A participation fee* will be charged prior to being able to complete your Registration. FOR GREATER CERTAINTY, THE PARTICIPANT IS THE INDIVIDUAL REGISTRANT AND NOT THE TEAM. AWARDS WILL BE AWARDED TO INDIVIDUAL FUNDRAISERS AND NOT TEAMS. *If you otherwise meet all of the eligibility requirements set out in these Terms (including, without limitation, the specific eligibility requirements set out in Part II of these Terms in relation to the CIBC Education Awards) and you would like to complete your Registration without having to pay the participation fee, print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient postage) along with a fifty (50) word or more unique and original essay on the benefits of the Canadian Breast Cancer Foundation CIBC Run for the Cure to: *375 University Avenue Canadian Breast Cancer Foundation Attention Program Entry/PSC Registration, Suite 301 Toronto, Ontario, M5G 2J5* (the “**Request**”). Upon receipt of your Request in accordance with these Terms, the Sponsor or its designated representative will contact you to assist you in completing your Registration via the Website (as outlined above) without you needing to pay the participation fee. To be eligible, all Requests must: (i) be received separately in an envelope bearing sufficient postage (i.e. mass mail-in Requests in the same envelope will be void); and (ii) be post-marked and received during the Program Period.

There is a limit of one (1) Registration per person permitted during the Program Period, regardless of the method of Registration. If it is discovered that any person has attempted to: (i) obtain more than one (1) Registration per person during the Program Period (regardless of the method of Registration); and/or (ii) use (or attempt to use) multiple names and/or identities to register for the Program; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Program. Your Registration will be rejected if (in the sole and absolute discretion of the Sponsor) the registration form (or Request, as applicable) is not fully completed with all required information and submitted and received during the Program Period in accordance with these Terms. Use (or attempted use) of multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to register for or otherwise participate in or disrupt this Program is prohibited and is grounds for disqualification by the Sponsor. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Registrations, regardless of how they are submitted (all of which are void).

HOW TO SUBMIT ONLINE DONATIONS

To be eligible to count towards the participant's total fundraising amount (the "**Fundraising Amount**") in this Program, all donations (the "**Donation(s)**") in relation to this Program must be completed ONLINE through the participant's account on the Website between March 27, 2013 at 12:00:01 a.m. PST and October 4, 2013 at 11:59:59 p.m. PST (the "**Donation Period**"). For any Donations received offline, the participant has one of the following two (2) choices:

- If a participant has collected offline Donations (e.g. cash and/or cheques payable directly to the participant), then the participant may choose to visit the Website during the Donation Period and input the Donations directly through the Website using the participant's credit card. The participant must input the actual donor's full name and complete mailing address, along with a valid email address for the donor. If the actual donor's email address is not available, then the participant may input his/her own email address and then forward the tax receipt to the donor. Any Donations submitted in this manner will be considered as ONLINE Donations for the purposes of calculating the participant's Fundraising Amount.
- Alternatively, any offline Donations that a participant has collected (e.g. cash and/or cheques payable directly to the participant or Sponsor) may be forwarded directly to Sponsor for processing. In such circumstances, however, any such Donations received offline (even if such Donations are subsequently processed and reflected online) and/or processed outside the Donation Period will NOT be counted towards the participant's Fundraising Amount.

All Donations are subject to verification by the Sponsor in its sole and absolute discretion. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of the validity of any Donation (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification). Failure to provide such proof to the complete satisfaction of the Sponsor in a timely manner may result in disqualification of the Donation. In the event of a discrepancy regarding a Donation (including, without limitation, the validity of a Donation to be counted towards a participant's Fundraising Amount), the Sponsor will investigate the matter and its decisions in this and all other regards will be final and binding without right of appeal.

II. CIBC EDUCATION AWARDS

WHO IS ELIGIBLE?

In addition to meeting the general eligibility requirements for the Program (See "WHO IS ELIGIBLE?" above), each participant must satisfy all of the terms and conditions of the Program as set out in these Terms and must:

- Be registered for the Canadian Breast Cancer Foundation CIBC Run for the Cure as a member of a Post Secondary school team with a team type of "Post Secondary Challenge" (See "HOW TO REGISTER" above);
- Be currently enrolled as a full time student in Canada in a Canadian post-secondary program of study leading to a degree/diploma. There are no restrictions on the program of study or discipline selected by the applicant, provided that courses taken satisfy the degree/diploma requirements. Achieve a minimum Fundraising Amount (as determined by the Sponsor in its sole and absolute discretion in accordance with its official records) of one thousand five hundred (\$1500.00) Canadian Dollars under the Terms of the Program; and

- Not be an employee, representative or agent (or, domiciled with any such person, whether related or not) of the Sponsor, its affiliates, advertising/promotion agencies, or any other entities associated with the Program (with the exception of CIBC). For greater certainty, employees, representatives and agents (as well as those with whom any such person is domiciled, whether related or not) of CIBC are eligible to win an Award. CBCF volunteers are eligible for this award.

NUMBER, VALUE AND REGIONAL ALLOCATION OF AWARDS

There will be Fifteen (15) CIBC Education Awards (the “**Awards**”) available to be granted, each consisting of \$2,500 CAD that will be awarded to be used towards the Recipient’s cost of education, including tuition/compulsory fees, books and living expenses.

There will be ten (10) Awards available to be granted nationally (from all provinces/territories), as well as five (5) Awards to be granted regionally (one Award in each Region) in each of the following regions (the “**Region(s)**”) based on the Run site location provided at the time of Registration, as follows:

- BC/Yukon (BC, Yukon)
- Prairies (Alberta, Saskatchewan, Manitoba, NWT, Nunavut, Iqaluit)
- Ontario (Ontario)
- Atlantic (Prince Edward Island, Nova Scotia, New Brunswick, Newfoundland and Labrador)
- Quebec (Quebec)

If there are no eligible participants in a particular Region, then there will be no Award awarded in relation to that particular Region. Each Award must be accepted as awarded and is not transferable or assignable. No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute an Award or a component thereof with an item or items of equal or greater value. **THERE IS A LIMIT OF ONE (1) AWARD PER PERSON. THE RECIPIENT OF AN AWARD ON THE NATIONAL BASIS IS NOT ALSO ELIGIBLE TO RECEIVE AN AWARD ON A REGIONAL BASIS.**

DETERMINING, CONTACTING AND CONFIRMING AWARD RECIPIENTS

The Association of Universities and Colleges of Canada (“**AUCC**”) will assist the Sponsor and CIBC in administering this Program. After the Program Period ends, the Sponsor will verify the Fundraising Amounts of all participants in the Program. Once verified, the list of the top fundraising students will be provided to AUCC to confirm eligibility criteria in accordance with these Terms. The top ten (10) participants (based on Fundraising Amount, as determined by Sponsor in its sole and absolute discretion) will each be eligible to receive an Award (subject to compliance with these Terms). In addition, the top participant (based on Fundraising Amount, as determined by Sponsor in its sole and absolute discretion) in each Region (or, a subsequent participant based on Fundraising Amount, as determined by Sponsor in its sole and absolute discretion, if a higher placed participant or participants is/are an eligible recipient of an Award on a national basis) will be eligible to receive an Award (subject to compliance with these Terms). In the event of a tie (based on Fundraising Amount, as determined by Sponsor in its sole and absolute discretion), the applicable Award will be split equally among all such eligible participants who are tied.

The Sponsor or its designated representative will make a maximum of three (3) attempts to contact each eligible Award recipient (using the information provided at the time of Registration) within fifteen (15) business days of the end of the Program Period. If an eligible Award recipient cannot be contacted within the maximum three (3)

attempts or fifteen (15) business days of the end of the Program Period (whichever occurs first), or if there is a return of any notification as undeliverable; then he/she will be disqualified (and will forfeit all rights to the Award) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible participant based on the next highest Fundraising Amount nationally or in the applicable Region to be an eligible Award recipient (in which case the foregoing provisions of this section shall apply to such new eligible Award recipient).

BEFORE BEING DECLARED A CONFIRMED AWARD RECIPIENT (the “**Recipient(s)**”), each eligible Award Recipient must: (i) sign (and, have his/her parent/legal guardian sign if he/she is a Minor) and return within twenty (20) business days of notification the *Award Acceptance Form* provided by the AUCC; (ii) provide the AUCC with proof (in a form and substance satisfactory to AUCC) showing: (a) that he/she is currently enrolled as a full time student in Canada in a Canadian post-secondary program of study leading to a degree/diploma; and (b) his/her tuition and compulsory fees; and (iii) sign (and, have his/her parent/legal guardian sign if he/she is a Minor) and return within twenty (20) business days of notification the Sponsor’s declaration and release form, which (among other things): (a) confirms compliance with these Terms; (b) acknowledges acceptance of the Award as awarded; (c) releases the Released Parties (defined below) from any and all liability in connection with this Program, his/her participation therein and/or the awarding and use/misuse of the Award or any portion thereof; and (d) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Program and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement related to the Canadian Breast Cancer Foundation CIBC Run for the Cure carried out by or on behalf of the Sponsor or CIBC in any manner whatsoever, including print, broadcast or the internet. If an eligible Award recipient: (a) fails to return the properly executed documents within the specified time; (b) cannot accept the Award as awarded for any reason; and/or (c) is determined to be in violation of these Terms (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Award) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible participant based on the next highest Fundraising Amount nationally or in the applicable Region to be an eligible Award recipient (in which case the foregoing provisions of this section shall apply to such new eligible Award recipient).

PAYMENT OF THE AWARD

Once confirmed as a Recipient in accordance with these Terms, AUCC will forward payment of the Award on behalf of CIBC to the applicable institution where the Recipient is enrolled as a full time student in a post-secondary program of study leading to a degree/diploma. For greater certainty and the avoidance of any doubt, Awards will NOT be awarded directly to Recipients. Payment by the applicable institution to the Recipient will then be made in accordance with the normal practices and procedures of the applicable institution.

III. GENERAL CONDITIONS

By entering this Program, each participant (and, his/her parent/legal guardian on his/her behalf if he/she is a Minor) agrees to release and hold harmless the Sponsor, CIBC and each of their respective affiliates, advertising/promotion agencies, or any other entities associated with the Program, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) from any and all liability for any injuries, loss or damage of any kind to the participant or any other person, including, without limitation, personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from participation in this Program (including, without limitation, if applicable any possession, use or misuse of an Award), any breach of these Terms, or in any Program-related activities.

This Program is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of participants, Institutions, Donations and Fundraising Amounts.

The Released Parties will not be liable for: (i) any failure of the Website during the Program; (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 Donation and/or Registration to be received or recorded 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 an entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Program; and/or (v) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms) in any way, 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 the Sponsor that interferes with the proper conduct of this Program as contemplated by these Terms. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Program in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

By participating in the Program, each entrant: (a) grants to the Sponsor the right to use his/her name, mailing address, telephone number and e-mail address (the "**Personal Information**") for the purpose of administering the Program, including but not limited to, contacting the participant; (b) grants to the Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Program, in any and all media now known or hereafter devised, without further compensation unless prohibited by law, (c) acknowledges that the Sponsor may disclose his/her Personal Information to CIBC as well as third-party agents and service providers of any of the Sponsor in connection with any of the activities listed in (a) and (b) above; and (d) Sponsor, CIBC and any third party agents of the Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Canadian Breast Cancer Foundation Privacy Policy available at: <http://www.cbcbf.org/central/AboutUsMain/Pages/privacypolicy.aspx>

The Sponsor 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 Terms, to the extent necessary, for purposes of verifying compliance by any entrant or Registration, Donation and/or Fundraising Amount with these Terms, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms and disclosures or other statements contained in any Program-related materials, including, but not limited to: the registration form, Website, French version of these Terms, and/or point of sale, television, print or online advertising; the terms and conditions of these English Terms shall prevail, govern and control to the fullest extent permitted by law.

These Terms are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations as between the participant and the Sponsor in connection with the Program shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law Terms or provisions that would cause the application of any other jurisdiction's laws.

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