

HEALTHY CANADIAN NETWORKS ONLINE CONTEST RULES & REGULATIONS

1. Eligibility

- This Contest is open to legal residents of Canada. VOID WHERE PROHIBITED BY LAW. Employees of Grand & Toy, representatives, agents, advertising agencies, promotional and contractual partners and persons with whom any of the aforementioned are domiciled, Healthy Canadian Networks (HCN), their respective parents, their affiliates, subsidiaries, advertising and promotional agencies and the immediate family members and those with whom they are domiciled each are not eligible.

2. How to Enter

- By visiting the HCN website, at www.healthycanadian.com/consumerhealth/contest.html, and responding to the HCN Health Survey. You will be asked to provide your first and last name, as well as email address. On-line entries must be transmitted and received no later than the close of the contest for the "Contest Period" designated herein. **By entering the contest, the contestant consents to the release of his/her name; in the event that a contestant is named a winner their name may be posted online in a "Winners List"**. The contestant declares to have complied with the Contest Rules. Further, the winner must conform to all directions given by the event organizers or his/her participation in the event will be denied.
- In the event of a dispute regarding who submitted an on-line entry- Entries will be made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- All entries become the property of Healthy Canadian Networks and will not be returned to entrants. If the potential winning entry is an Internet or other computer entry, the potential winner may be requested to provide HCN with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. Incomplete or illegible entries are void.

3. Contest Period

- Contest begins May 10, 2004, at 5:00 p.m. (Eastern time) and ends June 30, 2004, at 5:00 p.m. (Eastern time) (Contest Closing Date). All entries must be received by June 30, 2004, 5:00 p.m. (Eastern time) to be included in the prize draw. HCN is not responsible for late, lost, misdirected or incomplete entries. All entries should be for this draw and will not be kept for future draws.

4. Prize

- Prize consists of a Palm Z21 personal organizer, with an approximate retail value of \$149.99
- The Prize is neither refundable nor transferable, and cannot be extended. Documents once issued in the name of the winner are neither transferable nor refundable. Note that all applicable taxes and issuance fees are the sole responsibility of the winners.

- Prize must be accepted as awarded and no cash equivalent is available. NO SUBSTITUTION OF PRIZES IS PERMITTED EXCEPT BY HEALTHY CANADIAN NETWORKS IN ITS SOLE DISCRETION. HCN RESERVES THE RIGHT TO SUBSTITUTE ANY PRIZES WITH ANOTHER PRIZE OF EQUAL OR GREATER VALUE. PRIZES ARE NON-TRANSFERABLE AND ARE NOT REDEEMABLE FOR CASH OR CREDIT, IN WHOLE OR IN PART, SUBJECT TO THE APPROVAL OF THE RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX.

5. Winners

- On or about July 2, 2004, at 5:00 p.m. (Eastern Time) in Ottawa, Ontario a random draw will be executed by HCN (the "Contest Sponsors") for the Prizes from all eligible entries received on or before the contest closing date. The odds of winning a prize will depend upon the total number of eligible entries received on or before the applicable contest closing date. A selected entrant who has not successfully filled all the mandatory fields will be deemed to have forfeited the Prizes and HCN shall be entitled to select a new name from the qualified entrants. Prize winners will be contacted by email, and may be required to complete and return a Release form in order to redeem their prize, all prizing will be delivered by Canada Post. By entering this contest the entrants automatically agree to accept and abide by these contest rules and regulations.

6. General Terms and Conditions

- Contest entrants agree to abide by the terms of these Official Rules and by the decisions of the judging organization, which are final on all matters pertaining to the Contest. This Contest is governed by the laws of Canada. All federal and local laws and regulations apply. All taxes, fees, and surcharges on prizes are the sole responsibility of the prizewinner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. By entering, participants release and hold harmless Grand & Toy and HCN and their respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest or any prize won. Restrictions, conditions and limitations apply.
- BY ENTERING THIS CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES. The Official Rules will be posted at the Contest Site throughout the Contest. Entrants further agree to be bound by the decisions of the judges, which shall be final and binding in all respects.
- **HCN reserves the right at its sole discretion to disqualify any individual that it finds to be tampering with the entry process or the operation of the Contest or Contest Site; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.**
- CAUTION: ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, TRIBUTE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.
- **ABUSERS OF THE ENTRY POLICY WILL BE DISQUALIFIED OR RESTRICTED AT HCN's DISCRETION. USER MUST ENTER BY MANUALLY CLICKING THE "ENTER" BUTTON. USING SCRIPT AND/OR PROGRAMS (E.G. ROBOTS OR SPIDERS) TO AUTOMATE ENTRIES CONSTITUTES ABUSE. HCN RESERVES THE RIGHT TO JUDGE ALL CONTEST ENTRIES BASED ON ITS INTERPRETATION OF THE RULES.**

7. Limitations of Liability

- HCN is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest. HCN assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or authorized access to, or alteration of, entries. HCN is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of HCN which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest HCN reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Except as expressly warranted herein, the Prizes are provided to winners "as is" without further warranty of any kind.
- IN NO EVENT SHALL HCN BE RESPONSIBLE HEREUNDER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES EVEN IF TRIBUTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 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 RÉGIE ONLY FOR THE PURPOSES OF HELPING THE PARTIES REACH SETTLEMENT.