

**ASCENSIA DIABETES CARE – CONTOUR®NEXT CONTEST**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE CONTEST IS VALID IN CANADA ONLY (AND IS OPEN ONLY TO ELIGIBLE PERSONS, AS SPECIFIED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED BY LAW. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Contest Organizer:** Ascensia Diabetes Care Canada Inc., 2920 Matheson Blvd. E., Suite 201., Mississauga, Ontario L4W 5R6 (“Contest Organizer”).

**Administrator:** Snipp Interactive, 6708 Tulip Hill Terrace, Bethesda, MD, 20816 (“Administrator”).

**1) CONTEST PERIOD:** The Ascensia – CONTOUR®NEXT Contest (“Contest”) begins at 12:00:01 A.M. Eastern Time (“ET”) on November 15, 2023, and ends at 11:59:59 P.M. ET on March 31, 2024 (“Contest Period”).

**2) ELIGIBILITY:** The Contest is only open to legal residents of Canada who have reached the age of majority in their Province or Territory of residence at the time of entry, excluding: (a) employees, directors, officers, representatives and agents of: (i) Ascensia Diabetes Care Canada Inc. (the “Contest Organizer”); (ii) the independent contest management organization appointed by the Contest Organizer to administer the Contest (the “Contest Administrator”); (iii) any affiliates of the Contest Organizer or the Contest Administrator; (iv) any of the Contest Organizer’s advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (v) any persons or entities involved in judging the Contest; and (b) all persons with whom those specified in (a) are domiciled or immediately related. The persons and entities specified in (a) and (b) are referred to collectively herein as the “Contest Entities”. For the purposes of these Rules, two people are “immediately related” if one is the husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather, or father-in-law of the other. For clarity, groups, clubs, organizations, businesses, and commercial and non-commercial entities cannot enter the Contest.

**3) HOW TO ENTER:**

1. During the Contest Period, visit [www.GoAccurateandWin.com](http://www.GoAccurateandWin.com) (“Website”) and follow the instructions including providing your first name, last name, home address including Zip Code (no P.O. Boxes), phone number, email address, Instagram handle or X Account (if you have either) and an answer to a mathematical skill-testing question (which you must answer correctly without any mechanical, electronic or other assistance), and then click “Submit” to earn one (1) entry for registering for the Contest (“Base Entry”).
2. In addition, you could also get one (1) bonus entry for the Contest (a “Bonus Entry”), by following **either** one of the following steps during the Contest Period:
  - a. In the event that you have a CONTOUR®NEXTMeter at your residence, you may (but are not required to) provide the serial number during registration to get one (1) entry (“Bonus Entry”) to the Contest.

In the event that you do not have a CONTOUR®NEXT Meter at your residence, you can get one (1) Bonus Entry by printing your first name, last name, complete mailing address (including postal code), valid email address and telephone number along with your answer to the following mathematical skill-testing question (which you must answer correctly without any mechanical, electronic or other assistance):  $(18 \times 10) \div (6 + 3) - 8$  on a piece of paper, and mail it (in an envelope with sufficient Canadian postage) to: "The Ascensia – CONTOUR®NEXT Contest" c/o Snipp Interactive Inc., P.O. Box 34565, Place Cote-Vertu, St. Laurent, QC. H4R 2P4, Canada.

- b. Once your mailing has been received in accordance with these Official Rules, you will automatically receive one (1) Bonus Entry. The Contest Organizer takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed no purchase submissions.
3. In addition, you can also get one (1) social entry for the Contest by during the Contest Period and after getting a Base Entry that meets the requirements as set forth above, signing into your Instagram **or** X account that you provided during registration (either account, a "Social Account") and make sure that your profile on these Social Accounts is set to public. Thereafter compose a new post on the applicable Social Account that includes a photograph or video (the "Photograph" or "Video") that includes you and the CONTOUR®NEXT product and addresses the importance of healthy exercise/food/support network to the fight against diabetes and tag **@ascensia\_diabetes** on Instagram and **@AscensiaGlobal** on X along with a comment including the hashtag **#GoAccurate and #Contest** (collectively, the "Post") to receive one (1) additional entry into the Contest for each such eligible Post (a "Social Entry"). As used herein, "Entry" and "Entries" refers collectively to a Base Entry, Bonus Entry and Social Entry.

By entering this Contest, entrants accept and agree to be bound by these Official Rules and the decisions of the Contest Organizer and Administrator, which shall be final, binding, and conclusive on all matters relating to the Contest. Contest Organizer will not be responsible for lost, late, misdirected, delayed, incomplete Entries, or Entries submitted in a manner that is not expressly provided herein, and all such Entries shall be deemed void and ineligible for inclusion in the Contest. Entrants who do not follow all of the instructions, do not provide the required information on the entry form, or do not abide by these Official Rules or other instructions of Contest Organizer and/or Administrator may be disqualified. Contest Organizer is not responsible for misdirected email or entry information whether caused by Internet 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 the Entries.

#### **LIMITS:**

**There is a limit of three (3) Entries per person/email address for the entire Contest Period regardless of the type of Entry (i.e., Base Entry, Bonus Entry and Social Entry).**

**There is a limit of one (1) Prize per person/email address.**

#### **4) REQUIRED REPRESENTATIONS AND WARRANTIES:**

You must meet all of the following as applicable to your Social Entry. Failure to do so may result in your disqualification. By entering, you represent and warrant with regard to your Social Entry:

(1) It is your own original work, or you must have all the rights necessary to post or re-post the content. Each Social Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene, or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party.

(2) Your Social Entry cannot have been selected as a winner in any other Contest, or published previously by any party other than entrant;

(3) Your Social Entry must comply with respective social media platform's terms of use (i.e., Instagram terms of use located at: <http://instagram.com/about/legal/terms/> and X terms of service located at <https://twitter.com/en/tos#update>)

(4) You have the express written consent of any identifiable persons appearing or referenced in your Social Entry to their Persona (as defined below) being used in the ways set out in these Official Rules, including Contest Organizer's right to use your Social Entry for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Contest Organizer in the form identified by Contest Organizer.

(5) No person appearing in any Social Entry is under the age of eighteen (18).

(6) Social Entry must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);

(7) Except for the marks of the Contest Organizer (addressed below), the Social Entry does not reference or include any person other than Entrant, or any names, products or services of any company or entity or any third-party trademarks, logos, copyrights, trade dress or promotion of any brand, product, or service. Contest Organizer grants you the limited permission to use CONTOUR<sup>®</sup>NEXT trademark in your Social Entry solely for purposes of entering. You shall immediately cease any and all use of CONTOUR<sup>®</sup>NEXT trademark upon expiration or termination of this Contest.

(8) Your Social Entry is appropriate for public viewing. Social Entry must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages: (a) gambling, including without limitation, any content related to online casinos, sports books, bingo or poker; (b) the use of prostitution, pornography, nudity, profanity or other adult content, or violence; or the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government. Without limiting the foregoing, your Entry cannot be lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise contain content which Contest Organizer in its sole discretion decides is inappropriate or objectionable, including without limitation communicating messages that may reflect negatively on the goodwill of Contest Organizer. Your Social Entry must also not disparage or cast a negative light on any person, entity, or brand, product, or service.

Contest Organizer reserves the right in its sole and absolute discretion to not consider any Social Entry for the Contest if it believes the Social Entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. You agree to reimburse Contest Organizer in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Contest Organizer hereunder. By entering, you warrant that your Social Entry complies with the requirements set out above including those at (1) – (8) above. By entering, you will and hereby do grant to Contest Organizer a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Social Entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Contest Organizer and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Contest Organizer. By submitting your Social Entry you also grant to Contest Organizer the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Social Entry and/or image (all attributes, collectively, per person, a "Persona") for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

## **5) RANDOM DRAWINGS:**

**Grand Prize Drawing:** On or about April 02, 2024, Administrator will randomly select three (3) potential Grand Prize Winners from among all eligible Entries received during the Contest Period (the "Grand Prize Drawing"). Odds of winning a Grand Prize depend on the total number of eligible Entries received during the Contest Period.

**Secondary Prize Drawing:** On or about April 02, 2024, Administrator will randomly select one hundred and fifty (150) potential Secondary Prize Winners from among all eligible Entries received during the Contest Period (the "Secondary Prize Drawing"). Odds of winning a Secondary Prize depend on the total number of eligible Entries received during the Contest Period.

**Third Prize Drawing:** On or about April 02, 2024, Administrator will randomly select five hundred (500) potential Third Prize Winners from among all eligible Entries received during the Contest Period (the "Third Prize Drawing"). Odds of winning a Third Prize depend on the total number of eligible Entries received during the Contest Period.

Each winner is considered a "potential" winner pending verification of his/her eligibility and compliance with these Official Rules.

## **6) DECLARATION AND RELEASE AND SKILL-TESTING QUESTION:**

Before being confirmed as a winner of a Grand Prize, each potential winner must complete and return, within five (5) days of date of receipt, a Declaration and Release Form (the "Declaration and Release"), which (among other things):

- (a) confirms compliance with these Rules;
- (b) acknowledges acceptance of the Prize as awarded;
- (c) releases the Contest Entities and each of their respective officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, the potential winner's participation therein and the awarding and use/misuse of the Prize or any portion thereof; and
- (d) confirms the potential winner's consent to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Organizer in any manner whatsoever, including, without limitation, print, broadcast and the internet.

Further, prior to being confirmed as a winner of a Grand Prize, each potential winner must also correctly answer a mathematical skill-testing question contained in the Declaration and Release, without assistance of any kind, whether mechanical, electronic or otherwise.

If a potential winner fails to return the properly executed Declaration and Release within the specified time period, the Contest Organizer may, in its sole and absolute discretion, disqualify the potential winner, thereby forfeiting any and all rights the potential winner may have to the Prize. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Contest Organizer in its sole and absolute discretion, subject to these Rules.

If a selected potential winner does not meet the eligibility requirements, does not correctly answer the mathematical skill-testing question, does not complete and return the Declaration and Release, is unable or unwilling to accept the Prize as offered or elects to decline the Prize, he/she may be disqualified at the sole and absolute discretion of the Contest Organizer and an alternate potential winner may be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Contest Organizer in its sole and absolute discretion, subject to these Rules. Any disqualified winner will not receive any alternate prize, substitution, or compensation.

Upon satisfaction of all requirements of these Rules, including, without limitation, receipt of the completed Declaration and Release, winners will be contacted to make further Prize delivery arrangements.

**7) PRIZES:** There are three (3) Grand Prizes (each, a "Grand Prize") one hundred and fifty Secondary Prizes (each, a "Secondary Prize"), and five hundred (500) Third Prizes (each, a "Third Prize") and together with the Grand Prizes and Secondary Prizes, each a "Prize") available to be won, comprising of the following:

Three (3) "Grand Prizes" each comprising of one (1) Smart Watch. The Approximate Retail Value ("ARV") of each Grand Prize is NUMBER Canadian dollars (CAD \$329.00).

One hundred and fifty (150) "Secondary Prizes" each comprising of one (1) CONTIGO 750ml water bottle and one (1) fifteen Canadian dollars (CAD \$15) Indigo Gift Card. The ARV of each Secondary Prize is NUMBER Canadian dollars (CAD \$34.99).

Five hundred (500) "Third Prizes" each comprising of one (1) fifteen Canadian dollar (CAD\$15.00) ESSO gas Card. The ARV of each Third Prize is fifteen Canadian dollars (CAD \$15.00)

Total ARV for all Prizes is Two Thousand and Five Hundred dollars (\$2,500.00).

All physical Prizes will be delivered to the physical address of the Winner(s) provided during the confirmation process or during registration. All digital Prizes will be delivered to the confirmed email address of the Winner and are subject to the terms and conditions of the issuer, including the following:

No cash substitutions for Prizes will be permitted and prizes are non-transferable, non-negotiable, nonrefundable and no substitution will be made except as provided herein at the Contest Organizer's sole discretion. Contest Organizer reserves the right to substitute a Prize of equal or greater value. Limit: one (1) Prize per person/e-mail address. All federal, provincial, territorial, local or foreign taxes are solely the responsibility of each winner. Each winner acknowledges that once a Prize has shipped, Contest Entities have no control over delivery or delivery time, and any loss or theft of a Prize once delivered will be the responsibility of the winner, and no replacement prize will be supplied. Costs and expenses associated with each Prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the applicable winner. Contest Organizer and makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

By participating in the Contest, except to the extent prohibited by applicable legislation, each entrant:

- (a) consents to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Organizer in any manner whatsoever, including, without limitation, print, broadcast and the internet;
- (b) releases and agrees to defend and indemnify the Releasees, Instagram LLC and X from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an entrant's participation in this Contest, or the acceptance, possession or use/misuse of any Prize or participation in prize-related activities (including but not limited to activity related thereto);
- (c) (c) agrees not to make any claim against any of the Releasees, Instagram LLC, X or against any third party that may result in a claim against any of the Releasees, Instagram LLC or X in respect of any matter in any way relating to or arising in connection with the Contest; and
- (d) (d) acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.
- (e) The Releasees shall not be liable to Prize winners or any other person for failure to supply any Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond the reasonable control of the Releasees.

Contest Organizer reserves the right, subject only to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable, to cancel, modify, suspend or terminate the Contest, to change any Contest draw dates and to modify these Rules at any time without notice, for any reason, including, without limitation, if, in the opinion of the Contest Organizer, in its sole and absolute discretion:

- (a) fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest;
- (b) a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest; or
- (c) there is any accident or printing, administrative or other error of any kind related to the Contest.
- (d) In the event of an early termination of the Contest, Contest Organizer reserves the right to determine the Prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

Subject only to the jurisdiction of the Régie des alcools, des courses et des jeux where applicable, the Contest Organizer 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 Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Contest Organizer, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

The Contest Organizer may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Website to participate in the Contest or use the Website; OR The Contest Organizer may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Instagram pages to participate in the Contest.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the Entry, the French version of these Rules and/or point of sale, television, print or online advertising, the terms and conditions of these English Rules shall prevail, govern and control.

Except where prohibited by law, by completing the act of entering the Contest, each entrant agrees that the Contest, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws, rule or principle that might refer such interpretation to the laws of another jurisdiction). Each entrant irrevocably submits to the nonexclusive jurisdiction of the courts of Ontario with respect to any matter related to this Contest.

If any provision of these Rules is determined to be invalid or unenforceable, the remaining provisions of these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

Except where prohibited by law, by participating in this Contest, each entrant agrees that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will entrant be entitled to receive lawyers' fees or other legal costs; and (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

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 board only for the purpose of helping the parties reach a settlement.

**8) Privacy:** By participating in this Program, each Participant expressly consents to the Contest Organizer, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Contest Organizer's privacy policy available at: <https://www.ascensiadiabetes.ca/privacy-policy/>. This section does not limit any other consent(s) that an individual may provide the Contest Organizer or others in relation to the collection, use and/or disclosure of their personal information.

The Contest Organizer will not share your personal information with others except to third parties who are retained by Contest Organizer to manage and fulfill this program.

In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Terms and Conditions given by any representative of the Contest Organizer or Administrator, the terms and conditions of these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Contest Organizer or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in the State of New Jersey, in any action to enforce (or otherwise relating to) these Terms and Conditions or relating to this Program.

**9) Contest Winners List:** For the names of the winners (available after April 15, 2024) visit the Website or send an email with the Subject Line "Ascensia CONTOUR®NEXT" to [help@GoAccurateandWin.com](mailto:help@GoAccurateandWin.com).

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, Inc. or X. Information is being provided to the Contest Organizer, not to Instagram, Inc. or X. Any questions, comments or complaints regarding the Contest must be directed to the Contest Organizer and not to Instagram, Inc., or X. Your participation in this Contest must at all times comply with all applicable Instagram, Inc., and X terms of service. In the event of any violation of such terms of service, the Contest Organizer may, in its sole and absolute discretion, disqualify you from the Contest.



