



# “WHERE Challenge Mini” OFFICIAL CONTEST RULES AND REGULATIONS (“Rules”)

The “WHERE Challenge Mini” contests are organized and executed by Mining Matters (“The Sponsor”).

## **NO PURCHASE NECESSARY**

### **SECTION 1: ELIGIBILITY**

The “WHERE Challenge Mini” contests (the “Contests”) are open to all legal residents of Canada who are between the ages of 6 and 17 at the time of entry into the Contests, provided that consent is obtained from your parent or legal guardian to enter the Contests and to be eligible to win. Further, your parent or legal guardian must agree to be bound by these Rules on your behalf. If Mining Matters discovers that parental consent was not obtained, the entry will be void. Because entrants are under the age of majority in their province or territory of residence, prizes won by entrants will be awarded to the parent or legal guardian on behalf of the entrant.

### **SECTION 2: CONTEST PERIOD**

Mining Matters will run 10 (ten) separate contests in conjunction with our annual WHERE Challenge. Each individual contest will begin at 10:00 am ET on the second day of each month starting on **Saturday, September 2, 2023** and close at 11:59 pm ET on the 20<sup>th</sup> day of each month with the final contest ending on **Thursday, June 20, 2024** (the “Contest Period”). Any entries received after that time will be void.



### **SECTION 3: HOW TO PARTICIPATE**

#### **All participants must reside in Canada.**

To enter the Contests, visit [WHEREChallenge.ca/where-challenge-mini](http://WHEREChallenge.ca/where-challenge-mini) and follow the instructions for the current available Contest.

In order to enter one or more of the Contests, you will need to fill out the Contest entry form for each Contest you want to participate in. In the Contest entry form you will need to confirm that you have read and agree with the Official Contest Rules and Regulations (the "Rules"), and confirm your age. In the Contest entry form, your parent or legal guardian must also give permission for you to enter the contest, agree to the Rules, and agree that all the information provided in the entry form was filled out by a parent or legal guardian by choosing "Confirmed" in the drop down menu on the Contest entry form.

As a part of this process, you will also need to provide your first and last name, age, and gender. When you enter, you will also be asked to provide the first and last name, and email address of your parent/legal guardian, as well as your mailing address. To qualify for entry into the contest you must be under the age of majority in Canada, and must have the consent of your parent/legal guardian to enter. Mining Matters will send your parent/legal guardian an email confirming that you entered the contest.

After satisfying the above eligibility requirements, you will be entered into the Contest during the Contest Period.

By entering the Contest, entrants' parents or legal guardian agree to abide by these Rules, which shall be final and binding on all entrants in all matters relating to this Contest.

Mining Matters is not responsible for lost, incomplete, or misdirected entries, or entries that are processed late or incorrectly or are lost due to computer or electronic malfunction or other error.

#### **SECTION 4: PRIZE**

Prize: There are 10 (ten) available prizes to be won consisting of:

- One Mining Matters Prize Pack.

Total approximate retail value of each Prize is fifty dollars CAD (\$50.00 CAD).

The chances of winning the Prize depends upon the total number of eligible entries received in the Contest Period.

The Prize may not be exchanged for cash, is non-transferable, non-refundable, non-salable, and must be accepted as awarded.

Mining Matters reserves the right to make any changes to the Prize for any reason and without notice, and any difference between the actual value of the Prize and the approximate value of the Prize as stated in these Rules will not be awarded. The winner is solely responsible for all other costs not specifically identified as included in the Prize.

Mining Matters is not responsible for the forfeiture of the Prize due to changes in mailing addresses, or any other circumstances resulting in an invalid, erroneous or incomplete mailing address or e-mail address.

#### **SECTION 5: PRIZE DRAW**

One (1) random draw will be held at or around 12:00 pm ET on the 21<sup>th</sup> day of each month during the contest period. All eligible entries for the Contest received during the Contest Period will be included in the draw. Mining Matters reserves the right to reschedule the Contest draw at any time and for any reason.

## **SECTION 6: PRIZE CLAIM CONDITIONS**

Mining Matters will contact the selected winners within two (2) business days of the draw by email at the email address provided during registration and the selected winner must respond to the notification within three (3) business days of the first attempt by Mining Matters. Failure to respond by such time may result in the forfeiture of the Prize in the absolute discretion of the Mining Matters.

To be confirmed as the winner of the Contest, the selected winner must be in full compliance with these Rules; and, the selected winner's parent or legal guardian must sign and return a release of liability and consent to publicity form (the "Release Form") and any other documentation as may reasonably be required by the Sponsor in their absolute discretion.

Decisions and rulings are final and binding without appeal in all matters related to this Contest and the awarding of a prize.

A selected winner and their parent and legal guardian may be required to provide proof of identification to the Sponsor when claiming the Prize or otherwise in connection with this Contest to facilitate the Sponsors' accurate identification of a Contest winner.

If the selected entrant has met the eligibility requirements set out in these Rules, the selected entrant will be confirmed as the Prize winner.

If a selected winner does not fulfill the conditions set out in these Rules, or declines or forfeits the Prize, the Sponsor reserves the right, in their absolute discretion, to cancel the Prize or to select another entrant. Any alternate winner will be selected by random draw from the remaining eligible entries in the same manner as described above.

Entrants who have not complied with these Rules will be disqualified.

## **SECTION 7: INTELLECTUAL PROPERTY**

By submitting your contest entry form and any related material, you waive all moral rights and grant (or warrant that the owner of such materials expressly grants) to the Sponsor, its parent, related and affiliated companies, and subsidiaries, a worldwide, perpetual, royalty-free, irrevocable, sub-licensable, and non-exclusive license and right to (i) use, copy, adapt, transmit, communication, publicly display, perform, and/or distribute such submitted materials; and (ii) create compilations and/or derivative works from such submitted materials.

## **SECTION 8: GENERAL CONDITIONS**

The selected entrant will be disqualified and required to forfeit any claim to a Prize if the terms set forth in these Rules are not adhered to.

By participating in this Contest, entrants' parents or legal guardians acknowledge compliance with, and agree to be bound by, these Rules, including the eligibility requirements. Further, entrants' parents or legal guardians release and hold harmless the Sponsor, its parent, related and affiliated companies, subsidiaries, advertising and promotional agencies and each of their respective directors, successors, sponsors, partners, licensees, officers, subsidiaries, agents, employees, advisors, assignees, and all others associated with the development and execution of the Contest (collectively, the "Releasees"), from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for physical injury, death, or property damage which the entrant or his/her administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or use by the entrant of the Prize. Without limiting the foregoing, the Releasees shall not be responsible for: (a) any incomplete or inaccurate information; (b) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (c) printing, distribution, programming or production errors, and any other errors of

any kind, whether human, mechanical, electronic or otherwise; or (d) technical, pictorial, typographical or editorial errors or omissions contained herein or in other materials related to the Contest.

No responsibility will be taken by the Sponsor for the entrant's inability to connect to the Internet/website during the Contest Period, lost, delayed, mutilated or misdirected entries, computer system failure, failure of the website during the Contest Period or for any problems or technical malfunction of a telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail, on-line, or Internet entry to be received by the Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer or property related to or resulting from participating in, or downloading any material relating to, the Contest. The Sponsor reserves the right, in its sole discretion to cancel or suspend this Contest without notice should a virus, bug or any other cause beyond the reasonable control of the Sponsor corrupt the security or proper administration of the Contest and to award the Prizes from among all eligible entries received prior to cancellation of the Contest. If, as a result of an error relating to the entry process, drawing or any other aspect of this Contest there are more potential winners of Prizes than contemplated in these Rules, there will be a random draw among all eligible potential winners at the end of the Contest Period to award the correct number of Prizes. The Sponsor reserves the right to disqualify any persons found attempting to deliberately damage any website or undermining the legitimate operation of this Contest and seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification by the Sponsor and will be declared invalid if they are forged, falsified, altered or tampered with in any way. The Sponsor reserves the right to cancel or suspend this Contest or to amend these Rules without notice for any reason whatsoever.

The Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in the Sponsor's sole opinion, any factor interferes with its proper conduct as contemplated by these Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor may terminate, modify or suspend the Contest, or any portion thereof in its sole discretion.

The Sponsor further reserves the right, in its sole discretion to cancel or suspend this Contest without notice should a virus, bug or any other cause beyond the reasonable control of the Sponsor corrupt the security or proper administration of the Contest and to award the Prizes from among all eligible entries received prior to cancellation of the Contest. If, as a result of an error relating to the entry process, drawing or any other aspect of this Contest there are more potential winners of the Prizes than contemplated in these Rules, there will be a random draw among all eligible potential winners at the end of the Contest Period to award the Prizes. The Sponsor reserves the right to disqualify any persons found attempting to deliberately damage any website or undermining the legitimate operation of this Contest and seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification by the Sponsor and will be declared invalid if they are forged, falsified, altered or tampered with in any way. The Sponsor reserves the right to cancel or suspend this Contest or to amend these Rules without notice for any reason whatsoever.

## **SECTION 9: PRIVACY AND PERSONAL INFORMATION**

By entering the Contest, each entrant and their parent or legal guardian consents (a) to the collection, use, and disclosure of the entrants' personal information, including the entrant's first name, province or territory of residence, image on videotape and/or photograph in any advertising relating to the Contest and/or the Prizes, and in any future publicity in connection with the

Contest and the Sponsor's related fundraising activities, in all media used by the Sponsor, and its advertising and promotional agencies and partners, without compensation or further notice, if that entrant is declared a Prize winner, and (b) to the use of that entrant's personal information, including first name and address (such as mailing address) for the purpose of administering the Contest, contacting selected entrants, awarding and delivering the Prizes to the winners and sending information relating to Mining Matters products, promotions and/or other marketing activities.

By entering the Contest, each entrant and their parent or legal guardian acknowledges and consents that the entrant's personal information can be transferred to the Sponsor's third party service providers for the purpose of administering the contest, and can be stored on servers located outside of Canada, which may be subject to foreign legislation which may differ from the legislation of Canada with respect to disclosure of personal information to government authorities.

For further information about Mining Matters privacy practices, please see Sponsor's Privacy Policy at: [MiningMatters.ca](https://MiningMatters.ca).

#### **SECTION 10: APPLICABLE LAWS**

This Contest is subject to the laws of the Province of Ontario and the federal laws of Canada applicable therein. Void where prohibited by law. Any disputes will be adjudicated by the courts sitting in the Province of Ontario.

The Rules are available at <https://wherechallenge.ca/where-challenge-mini/> for the duration of the Contest Period.