

Maximum Hearing Inc.

Official Contest Rules

This Contest is administered by Maximum Hearing Inc. ("MH"). By participating, the Contestant agrees to be bound by the following rules:

1. The Contest Period

- a. The Contest will begin at 12:01 a.m. Mountain Standard Time ("MST") on the 1st day of July, 2023, and will end at 11:59 p.m. MST on the 31st day of July, 2023. All entries must be received within these dates and times.

2. Eligibility

- a. Contestants must be legal residents of the Province of Alberta who are the age of majority at the time of entry.
- b. All employees, directors and officers of MH, as well as their immediate family members, are ineligible to enter this Contest.
- c. By participating, the Contestant represents and warrants to MH that they meet the eligibility requirements. The Contestant must provide proof of eligibility upon request. MH hereby reserves the right to disqualify any Contestants who fail to provide sufficient proof of eligibility.

3. How to Enter

- a. Contestants may enter the Contest as follows:
 - i. **NO PURCHASE NECESSARY.** No purchase is necessary to enter the Contest. The Contestant must submit an essay on a topic as chosen by MH. The essay must be between five hundred (500) and one thousand (1000) words. The essay must be the original work of the Contestant. All valid and completed essays must be mailed to MH at Box 880, Three Hills, AB T0M 2A0, or sent by email to maxine@maximumhearing.ca. Contestants must also include their full name, age, Alberta Healthcare Number, mailing and residential address (if different), phone number, and email address at the top of the essay. Contestants must also sign their name at the bottom of the essay. All entries must be received by MH within the Contest Period. The Contestant may only submit one (1) essay per Contest Period. MH is not liable for any lost, late, damaged, or illegible entries. Any and all costs associated with submitting an entry are the sole responsibility of the Contestant.

4. Prize

- a. The contest prize shall be a single pair of Advanced Technology hearing aids (the “Prize”). The manufacturer of the aforementioned hearing aids shall be determined by MH based upon audiological requirements of the Official Winner.
- b. A Contestant shall not be permitted to substitute or exchange a Prize for a different item or cash equivalent. Prizes are accepted “as is”. No representations or warranties, whether express or implied, are made by MH with respect to a Prizes value, quality, merchantability, or fitness for a specific purpose.

5. Winner Selection and Notification

- a. Each Contestant will have their essay reviewed by an officer or employee of MH. One (1) essay chosen by an officer or employee of MH shall be declared the Potential Winner for that Contest.
- b. The Potential Winner for each Contest will be notified by phone call. The Potential Winner will have 96 hours from the time the phone call is received by the Potential Winner either by speaking directly with an MH employee, or a voicemail is left with the Potential Winner, to accept the Prize. Potential Winners must book an appointment to attend at an office of MH in order to accept their Prize. If a reply is received by MH within the specified time limit, the Potential Winner will be declared the Official Winner. The name of the Official Winner may be posted on MH’s official Facebook page. By accepting the Prize, the Official Winner grants permission to MH to use their name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.
- c. In the event that the person who wrote the first essay chosen does not reply within the specified time limit, a second essay will be chosen pursuant to the guidelines discussed above. This process will continue until an Official Winner is declared.

6. Intellectual Property

- a. By entering the Contest, the Contestant assigns any and all intellectual property rights they have, or may have in the future, in the work submitted to MH for the purposes of the Contest. This includes, but is not limited to, all copyright or moral rights the Contestant may have in the submitted product.
- b. By entering the Contest, the Contestant represents and warrants to MH that the product submitted for entry is the original work of the Contestant, and does not violate any Third Party’s proprietary or intellectual property rights. The

Contestant hereby indemnifies MH from any and all costs or claims that may arise in the event said entry violates the intellectual or proprietary rights of a Third Party.

7. Limitation of Liability

- a. Contestants agree to release and hold harmless MH, its subsidiaries, affiliates, agents, employees, directors, and officers from any damage, liability, death, or any other form of loss, whether directly or indirectly, as a result of the following:
 - i. the Contestants participation in the Contest;
 - ii. the Contestants possession, use, or misuse of any Prize or portion thereof;
 - iii. technical failures of any kind, including, but not limited to, the malfunction of any computer, cable, network, telephone, or related hardware;
 - iv. the unauthorized actions of another Contestant or Third Party; or
 - v. any electronic or human error in the administration of the Contest or processing of entries.
- b. MH may, at its discretion, require an Official Winner to sign and return to MH a Statement of Compliance and Release Agreement. By signing this Statement and Agreement, the Official Winner represents and warrants to MH that it has complied with the Contest rules, and is eligible to receive the Contest Prize. Furthermore, the Official Winner releases MH from all causes of action and liability as set out above. A signed Statement of Compliance and Release Agreement must be received by the Official Winner prior to MH releasing the Prize to the Official Winner, if required.
- c. MH reserves the right, in its sole discretion, to disqualify any Contestant that it believes is in contravention of any of the rules, terms, or conditions as set out above.

8. General

- a. The Contest is in no way associated, sponsored, endorsed, or administered by Facebook.
- b. The Contest is governed by the laws of the Province of Alberta. By entering the Contest, Contestants agree that all disputes which may arise as a result of participating in the Contest, and which cannot be resolved between the parties, is to be resolved exclusively by a court with jurisdiction in the Province of Alberta. Furthermore, MH reserves the right, in its sole discretion, to choose the judicial center in which such a dispute is to be resolved.