



Date: August 11, 2020
Sponsor: WW Canada Ltd,
Promotion: WW Building Healthy Habits Challenge
Subject: Official Rules- Final

Abbreviated Rules: NO PURCHASE NECESSARY. Open to legal residents of Canada who are 19 years of age or older as of date of entry and who are current WW members as of August 31, 2020. The **WW Building Healthy Habits Challenge** begins at 12:00am ET on September 14, 2020 and ends at 11:59pm ET on October 4, 2020. Sponsored by WW Canada Ltd. For official rules, and complete details, visit <https://www.weightwatchers.com/ca/en/track2020>. Skill testing question required. Odds of winning are dependent on the number of total eligible entries received during the Sweepstakes Period. Ten (10) WW membership prizes (valued @ \$675 each), ten (10) prizes of a \$250 WW eCommerce Voucher, five (5) prizes of a \$50 Arterra Wines Gift Certificate, three (3) prizes of a TruLocal Signature Box (valued @ \$119 each), thirteen (13) prizes of a \$50 Swiss Chalet Gift Certificate, five (5) prizes of a \$100 SportChek Gift Certificate and two (2) prizes of a \$125 Fitness on the Go Pack will be awarded. Total approximate retail value of all prizes is \$11,257.

**WW Building Healthy Habits Challenge
NO PURCHASE NECESSARY. VOID OUTSIDE CA AND WHERE PROHIBITED.**

1. **SWEEPSTAKES PERIOD:** WW Building Healthy Habits Challenge (the “Sweepstakes”) begins 12:00 a.m. United States Eastern Time (“ET”) on September 14, 2020 and ends 11:59 p.m. ET on October 4, 2020 (the “Sweepstakes Period”). The sign-up period for the Sweepstakes will begin on September 1, 2020 and will end on September 13, 2020 (the “Sign-up Period”).
2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of Canada (including Quebec), who are 19 years of age or older as of date of entry and who are current WW members as of August 31, 2020. Employees of WW Canada Ltd, (“Sponsor”), Don Jagoda Associates, Inc., and each of their respective parents, affiliates, subsidiaries, advertising, promotion and internet agencies and their immediate family members and/or those living in the same household of each are not eligible to participate or win a prize. Void outside CA and where prohibited by law.
3. **HOW TO ENTER:** There is **NO PURCHASE NECESSARY** to participate in the Sweepstakes. A purchase does not increase your chances of winning. During the Sweepstakes Period, current active WW members (“WW members”), as defined below, will click the “Join Now” link in an email sent by Sponsor during the Sign-up Period. After opting in, WW members will need to complete a three (3) week challenge as follows in order to be eligible for the Sweepstakes random drawing.
 - **Week 1 (September 14, 2020-September 20, 2020):** WW members will need to track their food within the WW App at least one (1) time.
 - **Week 2 (September 21, 2020- September 27, 2020):** WW members will need to track their food and an activity at least one (1) time within the WW App.

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- **Week 3 (September 28, 2020- October 4, 2020):** WW members will need to track their food and an activity at least one (1) time within the WW App as well as log their weight.

For the purposes of this Sweepstakes, a “WW member” is defined as an individual who has an active: (i) WW Digital subscription; (ii) WW Digital + Workshops subscription. There is a limit of one (1) Entry per member/email address throughout the Sweepstakes Period.

- 4. PRIZE, AND APPROXIMATE RETAIL VALUE (“ARV”):** There are a total of forty eight (48) Prizes: **WW Membership Prize (10):** A 12-month Workshop + Digital WW membership. Membership will be valid for one (1) year from activation. ARV: \$675 each. **WW eCommerce Voucher Prize (10):** A \$250 WW eCommerce Voucher. ARV: \$250 each. **Arterra Wines Gift Certificate Prize (5) :** A \$50 Arterra Wines Gift Certificate. ARV: \$50 each. **TruLocal Signature Box Prize (3):** A TruLocal Signature Box. ARV: \$119 each. **Swiss Chalet Gift Certificate Prize (13):** A \$50 Swiss Chalet Gift Certificate. ARV: \$50 each. **SportCheck Gift Certificate Prize (5):** A \$100 SportCheck Gift Certificate. ARV: \$100 each. **Fitness on the Go Pack (2):** A Fitness on the Go Pack. ARV: \$125 each. The total ARV of all prizes is: \$11,257. The winners are responsible for all federal, provincial and local taxes and all other costs and expenses associated with prize not specified herein as being awarded. Prizes are non-transferable and not redeemable for cash and no substitutions are allowed except by the Sponsor who reserves the right to substitute a prize (or a portion of a prize) with a prize of comparable or greater value if prize is unavailable.
- 5. RANDOM DRAWING:** Forty eight (48) winners will be selected on or about October 13, 2020 from all eligible Entries received throughout the Sweepstakes Period. The odds of winning any Prize will depend on the total number of eligible Entries received. The drawing will be conducted by Sponsor whose decisions are final on all matters relating to the drawing.
- 6. WINNER NOTIFICATION:** The potential winners will be notified by email/phone on or about October 14, 2020. The potential winners will then be required to sign and return, via fax/email/mail, a Declaration of Eligibility (“Declaration”) within 48 hours of notification attempt or prize will be forfeited and an alternate winner will be chosen. Declaration will be sent via email and winners will need to return the Declaration within 48 hours of notification via fax or email and may be required to send the original Declaration back via mail. Winners must answer, unaided, an arithmetic skill-testing question as a condition for winning a prize. If any Declaration is not returned timely, skill-testing question is not answered (or answered incorrectly) or winner is not eligible, prize will be forfeited and an alternate will be selected.
- 7. GENERAL RULES:** By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor. Decisions of Sponsor are final on all matters relating to the Sweepstakes. All Entries will be declared made by the authorized account holder of the email address used at the time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The Sponsor and its agencies are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by

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the user or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the Sweepstakes. Sponsor reserves the right to cancel the Sweepstakes if any aspect of the Sweepstakes becomes technically corrupted, and award the prizes in a random drawing from among all eligible Entries received prior to cancellation. **The Sponsor reserves the right at their sole discretion to disqualify any individual that tampers or attempts to tamper with the Sweepstakes process or the operation of the Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor and its agencies and each party's respective affiliates, officers, directors, agents, and employees will have no liability or responsibility for any claim arising in connection with participation in the Sweepstakes or the awarding of any Prize. All entrants hereby release Sponsor, and their respective affiliates, officers, directors, agents, agencies, and any of their employees (collectively, the "**Sweepstakes Indemnitees**"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Sweepstakes Indemnitees due to or arising out of their participation in the Sweepstakes, or use of prize, or use of their name, or likeness. Participants and winners assume all liability for any injury, death, loss or damage of any kind caused by, or claimed to be caused by, in whole or in part, directly or indirectly, arising from or in connection with participation in the Sweepstakes or the acceptance, use, misuse or redemption of any prize won, or participation in any prize-related activities. As a condition of participating in the Sweepstakes, entrant agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator, which are final. Sponsor, affiliates, subsidiaries and agencies are not responsible for any typographical or other error in the printing, the offering or announcement of the prizes or in the administration of the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. In no event will more than the stated number of prizes be awarded. The Sweepstakes and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of New York in the U.S., without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in New York in the U.S and agree that any dispute shall be brought in the state and federal courts in New York in the U.S. For Quebec residents, any litigation respecting the conduct or organization of a promotion 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 purpose of helping the parties reach a settlement.

- 8. LIMITATION OF LIABILITY:** Prizes are awarded "AS IS" and without warranty of any kind by Sponsor, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Any and all guarantees and warranties on the prizes that are goods or services are subject to the manufacturer's or

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service provider's terms and conditions, and winners agree to look solely to said manufacturer or service provider for any such guarantee or warranty claim.

9. **PUBLICITY RELEASE:** By participating in the Sweepstakes, entrants agree that Sponsor and its designees shall have the right and permission to use entrant's name and/or picture and/or likeness or biographical information or voice and address, for advertising, promotional and/or any other purpose in any media now or hereafter known throughout the world in perpetuity without any further compensation, consideration, permission or notification except where prohibited by law.
10. **WINNERS:** For the names of the winners, available after October 30, 2020, send a 3" x 5" paper with your complete name and address, by November 20, 2020, to: WW Building Healthy Habits Challenge Winners, c/o Don Jagoda Associates, Inc. (Attn: NR), 100 Marcus Drive, Melville, NY 11747 USA.
11. **SPONSOR:** The Sponsor of this Sweepstakes is WW Canada Ltd 1415 Joshuas Creek Dr #200, Oakville, ON L6H 7G4.

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