

Contest Rules

These are Miracle-Ear Canada Ltd.'s (hereinafter referred to as "Amplifon Canada") contest rules ("Contest Rules") in respect of the Grand Giveaway (the "**Contest**").

1. **Eligibility:** The Contest is open to Canadian residents (excluding residents of the Province of Quebec) who have reached the age of majority in the province in which they reside and who agree to comply with and adhere to the Contest Rules. Employees of Amplifon Canada, its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively referred to as "Amplifon") and the employees of Amplifon's advertising and promotional agencies and Contest prize providers (all such entities being individually and collectively referred to hereafter as the "Contest Sponsor") are not eligible to enter or to participate in the Contest.
2. **Contest Period:** The Contest begins on **March 24, 2025** at 9:00 PM Eastern Time and ends on **April 28, 2025** at 11:59 pm Eastern Time (the "Contest Period").
3. **How to Enter:** No purchase is necessary: *To enter, you will need to:*

(a) (a) Enter the contest at <https://www.dogguides.com/amplifon-canada-donation/>

(b) (ii) confirm your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the "Rules");

No purchase or donation are required to enter the Contest: No purchase or donation are required to enter the contest. Note that while Amplifon encourages contest participants to make a donation to the Lions Foundation of Canada Dog Guides, a donation is **not** required to enter the Contest.

Once you have fully completed above, you will be entered into the Contest.

There is a limit of one entry per person / per email address during the Contest Period. Contest Sponsor reserves the right at the Contest Sponsor's sole discretion to disqualify any individual from the Contest and to ban that individual from any future contest of the Contest Sponsor if Contest Sponsor finds or believes such individual to be tampering with the entry process or the operation of the Contest or, where applicable, the Contest website; to be acting in violation of the Contest Rules or in a disruptive manner, or with intent to annoy, abuse, threaten or harass the Contest Sponsor, Contest Sponsor's agencies, other entrants or any other person. Any attempt by an entrant or any other person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Contest Sponsors reserves the right to seek damages from any such person to the fullest extent permitted by law.

4. **Prize Award Value:** The prize is consists of the Prize Winner's choice of two (2) hearing aids of the following: (i) Phonak AUDEO I90-SPHERE – approximate retail value of \$10,424; **or** (ii) Oticon INTENT 1 – approximate retail value of \$10,220; **or** (iii) Starkey EDGE AI24 – approximate retail

value of \$10,526, together with a hearing test, a hearing valuation and consultation and Amplifon Canada's after care (the "Prize"). Contest Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Contest Sponsor's sole and absolute discretion, a cash award. The Prize is non-transferrable except at the Contest Sponsor's sole discretion. The Prize Winner shall be responsible for transportation to and from the Amplifon clinic nearest to their residence (or another Amplifon clinic as may be agreed to Amplifon at Amplifon's sole discretion) at the Prize Winner's own expense to receive the Prize (including but not limited to the initial and any follow up visits that may be required). For greater certainty, only one pair of hearing aids will be awarded.

5. **Random Prize Draw and Winner:** On or about May 1, 2025 in Mississauga, Ontario, at 2PM Eastern Time one (1) Prize entrant will be selected from all eligible entries received during the Contest Period in accordance with these Contest Rules. The individual selected (the "Prize Winner") shall be notified by no later than May 2, 2025 (the "Winner Notification Date").

Before being confirmed, the Prize Winner shall be required as follows:

- (a) Correctly answer a mathematical skill-testing question without mechanical or other aid to be administered by the Contest Sponsor (via in person or via video call); and
 - (b) comply with these Contest Rules and sign and return a release (as described in Section 11 below).
6. **Notification of Prize Winner:** The selected entrant will be notified by the Contest Sponsor via e-mail no later than the end of the Winner Notification Date. The selected entrants must respond by email provided in the notification within fifteen (15) calendar days after being notified (the "Response Period"). The first day of the Response Period shall commence on the day after the selected entrant was notified via email. The selected entrant's response must be received by no later than 11:59 pm Pacific time on the fifteenth day of the Response Period.

Contest entrants acknowledge that the email notification from the Contest Sponsor may be directed to their spam email folder or may not even reach them depending upon their email service provider's security (which is beyond the control of the Contest Sponsor). By agreeing to these terms and conditions, contest entrants expressly waive any rights that they may have against the Contest Sponsor associated with the notification of their selection via email.

If a selected entrant:

- (a) cannot be located or contacted or does not reply to the Contest Sponsor's notification within the Response Period; or
- (b) has not complied with these Contest Rules in any manner; or

- (c) fails correctly answer the mathematical skill-testing question; or
- (d) it is determined that the selected entrant does not meet the minimum requirements as specified by the hearing aid manufacturer in terms of hearing loss; or
- (e) declines the Prize;

then that person's entry is disqualified and the Prize forfeited and the Contest Sponsor may, but is not obligated to, select another entrant from the remaining eligible entries received during the Contest Period for a chance to receive the prize.

7. **Collection of Prize:** The Prize Winner shall be responsible for transportation to and from the Amplifon Canada clinic that is nearest to their residence (or another Amplifon Canada clinic as may be agreed to by Amplifon Canada at Amplifon Canada's sole discretion) at the Prize Winner's own expense to receive the Prize (including but not limited to the initial visit and hearing test, and any follow up visits that may be required in respect of the Prize). The Prize Winner agrees that the hearing aids must be fitted at an Amplifon clinic as a condition of being awarded.
8. **Odds of Winning:** the odds of winning being selected as a Winner are dependent on the total number of eligible entries received and on correctly answering the required skill-set question to be provided by the Contest Sponsor.
9. **Rules Binding:** By entering this Contest, each entrant acknowledges and agrees that the Contest Rules are legally binding. All decisions of the Contest Sponsor, are final and without appeal in all matters relating to this Contest and the awarding of a Prize. All entries shall become the property of the Contest Sponsor.
10. **Cancellation of Contest:** If for any reason this Contest is, in the Contest Sponsor's sole discretion, not capable of running as planned (including, without limitation, by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, human error, fraud, technical limitation or failures, applicable law, unforeseen obstacles or any other causes which in the sole opinion of the Contest Sponsor could corrupt, compromise, undermine or otherwise affect the administration, security fairness, integrity viability or proper conduct of the Contest), the Contest Sponsor reserves the right in their sole and absolute discretion to modify these Rules and/or to modify or suspend all or any part of the Contest. Contest Sponsor further reserves the right to cancel or terminate this Contest at any time for any reason. Contest Sponsor reserves the right to select entrants to be eligible to win a Prize from among all eligible entries received up to the time of any such cancellation, termination, modification or suspension, as applicable.
11. **Release of Liability:** The Contest Sponsor accepts no responsibility for any injury, loss, or damage that the entrant, or any other person, may suffer in connection with the entrant's, or any other person's, participation in the Contest or any Contest-related activity and/or the entrant's, or any other person's, acceptance, use, or misuse of any Prize; any breach of the

Contest Rules by the entrant or any other person; the conduct of the Contest; the operation of the website through which entrants may submit entries to the Contest; any alternate method of entering the Contest; or any third party claims in relation to the Contest (collectively, "Claims"). By entering the Contest, the entrant irrevocably releases and indemnifies the Contest Entities from and against any and all Claims that the entrant may have against the Contest Entities and/or in relation to the Contest. Each Winner will be required to sign and return, within the time period determined by stated in the Contest Sponsor, a declaration of compliance with these Rules and a full liability and publicity release and/or any other document required by the Contest Sponsor in relation thereto.

12. **Disclaimer and Limitation of Liability:** The website through which the Contest is offered, and all software and hardware used to operate the website are made available for entrants to enter the Contest on as "as is" basis without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. There are no warranties that the Contest website or the software and hardware used to operate it will be uninterrupted or error-free, that defects will be corrected, that it is free of viruses, worms or other harmful components, that entries will be received or processed or that the Contest website or the software and hardware used to operate it are accurate, reliable or secure. In no event will the Contest Entities be liable for any lost or damaged data. None of the Contest Entities shall be responsible for lost, stolen, delayed, damaged or misdirected entries, or for any failure, or for any problems or technical malfunction of any internet or telephone network or broadcast transmission during the Contest Period. Without limiting the release of liability provisions herein, and for greater certainty, the Contest Entities will not be liable for: (i) any incorrect or inaccurate information, whether caused by Contest website users or by any equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of entries in the Contest; (ii) any error, omission, interruption, deletion, defect or delay in operation of the Contest website or any transmission in connection with the Contest; (iii) any communications line failure, theft, destruction or unauthorized access to, or alteration of, entries; (iv) any problems with, or technical malfunction of, any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, or failure of e-mail which may occur for any reason whatsoever, including technical problems or traffic congestion on the Internet or at any website or combination thereof; or (v) any injury or damage to entrants' or to any other person's computer related to or resulting from participating or downloading materials in this Contest.
13. **Governing Law:** This Contest is governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
14. **Publicity:** By participating in the Contest, each Winner agrees that their name, province or territory of residence, any statements made relating to the Contest and any photograph or other likeness of the Winner may be used by the Contest Sponsor for any and all commercial purposes in any and all media, whether now known or hereafter devised, without further permission or compensation, including, without limitation, in any advertising or broadcasting material relating to the Contest and/or future similar contests, except where prohibited by law.