



## Rugby ‘Moments That Deliver’

### Terms and Conditions (the “Terms and Conditions”)

In these Terms and Conditions, "we", "us", "our", and "DHL" refers to DHL Express (Canada), Ltd. and its successors or assigns, and "you" and "your" refer to each Applicant and/or entrant of the Promotion.

#### 1. PROMOTER

The promoter is DHL Express (Canada), Ltd, 18 Parkshore Drive, Brampton, ON Canada L6T 5M1 (‘DHL’ and/or “Promoter”)

#### 2. PROMOTIONAL PERIOD:

The “Promotion” will open on **Friday 17 May 2019 at 07:00 EST/EDT** and close at **23:59 on Friday 31 May 2019**.

Applications received after this date shall not be accepted.

The time frame between applications opening and contacting the Winner shall be referred to as the “Promotion Period”.

Applications open	Applications close
Friday 17 May 2019 7:00 EST/EDT	Friday 31 May 2019 23:59 EST/EDT

DHL reserves the right to amend the Promotion Period at its own discretion. Any changes to the Promotion Period shall be announced via DHL’s social media channels.

For the purposes of this Promotion, the “Winner” means, the nominated child (which shall be represented by the Applicant) as determined by DHL and Rugby Canada.

#### 3. ELIGIBILITY:

No purchase is necessary. “Applicants” for the ‘Prize’ must:

- i. Be the parent or legal guardian of the nominated child or have permission from the child’s parent or legal guardian to upload the photo/video.
- ii. Be eighteen (18) years of age as of the date of entry
- iii. Have access to a working internet connection and web browser.
- iv. Be able to travel to Kobe, Japan on all dates between 6 October 2019 and 10 October 2019, inclusive.

To be eligible for the ‘Prize’ the nominated child must:

- i. Be a permanent resident of Canada.
- ii. Be between the ages of 8 (eight) and 15 (fifteen) years of age as of 1 January 2019.
- iii. Be able to travel to Kobe, Japan on all dates between 6 October 2019 and 10 October 2019, inclusive.

DHL shall determine in their absolute discretion as to whether an entrant meets the eligibility criteria to participate in the Promotion. The Applicant agrees to accept DHL’s decisions and any judges’ decisions, as applicable, regarding an entrant’s eligibility, and all other aspects of the Promotion, as final and binding.

DHL, their parent and affiliated companies, and each of their respective, officers, directors, employees, agents and persons engaged in the development, production or distribution of materials for this Promotion (collectively, the “Promotion parties”) and the immediate family members (i.e., parent, child, sibling, and spouse) of each and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate in the Promotion.

By participating in the Promotion, the Applicant agrees to be fully and unconditionally bound by the Terms and Conditions contained herein and represents and warrants that they meet the eligibility requirements set forth herein.

In addition, each Applicant agrees to comply with the Twitter, Facebook, or Instagram (and any other social media channels) terms of service which shall be incorporated by reference and made a part of these Terms and Conditions. The Promotion is in no way sponsored, endorsed, administered by, or associated with Twitter, Facebook, Instagram or any other social medial channels that may be referenced in this Promotion.

THIS PROMOTION IS NOT OPEN TO RESIDENTS OF QUEBEC.



#### 4. HOW TO ENTER:

To enter the Promotion, Applicants must:

- i. Visit the Promotion Site at [InMotion.dhl/CanadaMBD](http://InMotion.dhl/CanadaMBD)
- ii. Provide details of the child they are nominating, including their date of birth.
- iii. Upload a photo or video of a **'sporting moment that delivered'** featuring the nominated child.

By entering the Promotion, the Applicant:

- i. acknowledges and agrees that DHL may use the content of any such entries free of charge anywhere in the world for any purposes it sees fit, including through social media outlets or otherwise; and release DHL as well as its respective directors, officers, and affiliates from all liability for any damage or loss arising from participation in this Promotion or from the awarding, acceptance or use of the Prize.
- ii. agrees that if their nominated child is selected as a finalist, their first name will be published, including on social media channels or otherwise;
- iii. agrees and acknowledges that by entering the Promotion, the entrant waives, in respect of the content of the entries, all moral rights to which they are or may at any time be entitled, under the applicable laws of Canada and under all similar legislation from time to time in force anywhere in the world;
- iv. grants DHL the right to change or edit the materials in their contribution for operational and editorial reasons;
- v. confirms that their contribution is not defamatory or unlawful and does not infringe anyone else's rights (including privacy rights) and that the entrant's contribution is made in their personal, rather than business, capacity and that such contribution does not unfairly promote or further any business activities and has not been contributed for commercial gain; and
- vi. confirms that they have the consent of the parent/guardian of anyone who is identifiable in the contribution.

There is a no limit to the number of entries per person. All entries are subject to approval by DHL, at their sole discretion.

By submitting information as part of this Promotion the Applicant expressly agrees to authorize DHL and their affiliates and subsidiaries to use such information for the purposes of administering the Promotion as well as to use the information in connection with the Promotion. Information concerning data protection is provided below. However, DHL will comply with all mandatory applicable laws and regulations concerning data protection and privacy.

#### 5. FINALIST AND WINNER SELECTION

After applications close, DHL or its designated representatives shall review all eligible entries, at its sole discretion, to determine the Winner.

#### 6. PROMOTION PRIZE

The prize (the "Prize") is for one (1) Winner, and their parent or legal guardian.

##### Match Ball Delivery

- i. One (1) opportunity to deliver the Official Match Ball to the referee on the field of play at Rugby World Cup 2019. The match shall be South Africa vs Canada, scheduled to take place on the 8 October 2019 in Kobe, Japan.
- ii. One (1) official DHL Rugby World Cup 2019 match ball delivery uniform.
- iii. One (1) match ticket for the Winner and one (1) match ticket for their parent/legal guardian.

##### Return travel to Japan

- i. Transfers to and from the Winner's home of residence to the international departure airport.
- ii. Return economy flights to Japan from a Canadian airport. The international departure airport will be selected at DHL's discretion, depending on availability and cost at the time of booking
- iii. Both the Winner and their parent/legal guardian must travel on the same flights.



- iv. Airline seats are subject to availability.
  - i) Flight tickets are non-refundable and non-transferable. Once tickets have been issued, they are only valid for flights, dates and times shown.
  - ii) Name changes to the flight seats once confirmed are not permitted.
  - iii) The Winner and their parent/legal guardian must abide by and are subject to the Airline's published Conditions of Carriage;
  - iv) If a flight booking is cancelled by the Winner or their parent/legal guardian, no alternatives will be issued and for the avoidance of doubt, no compensation and/or refund will be provided.
  - v) Travellers are responsible for having up to date and valid passports without travel restrictions and must obtain sufficient travel insurance to cover their personal needs.

#### In Japan

- i. Three (3) nights' standard class accommodation (a twin room with double occupancy). The Promoter shall have absolute discretion regarding the selection of the hotel and room.
- ii. Return road transport/transfers within Japan shall be provided.

All other costs, expenses and/or incidentals, including but not limited to meals, visas, passport or insurance costs, shall not be payable by DHL unless otherwise agreed.

Please note that the flights may be subject to change due to circumstances beyond DHL's control. Any changes in dates or times of the flights will be notified to the Winner and their parent/legal guardian at DHL's earliest possible convenience.

## **7. PRIZE ACCEPTANCE**

Following the conclusion of the Promotion Period, the parent/legal guardian of the Winner will be notified using the contact details provided at the time of entry. The parent/legal guardian will have seventy two (72) hours to confirm acceptance of the Prize via email or telephone.

The Prize shall be accepted "as is" and may not be exchanged or refunded for an amount of money, sold or transferred. No substitutions will be allowed. Any unused portion of a Prize will be forfeited. The Prize is non transferable, nor can a Prize be exchanged or redeemed for cash. DHL reserves the right, in its sole discretion, to substitute a Prize of equal or greater value if the advertised Prize becomes unavailable.

The Winner or their parent/legal guardian may waive their right to receive the Prize.

The Applicant will be required, as instructed by DHL, to sign a release declaring their eligibility as stipulated in the Promotion Terms and Conditions; agreeing that their name, image and/or voice may be used for advertising purposes and complete and sign documentation relating to the Prize as DHL may reasonably require. Failure to sign and return any of the required documents or to comply with any of these Terms and Conditions may result in disqualification, the forfeiture of its interest in the Prize, and, at DHL's discretion, the presentation of the Prize to a substitute recipient. A Prize not won and/or claimed and not awarded to a substitute recipient by DHL in accordance with these Promotion Terms and Conditions will remain the sole property of DHL.

The Winner and their parent/legal guardian may be required to participate in unpaid publicity as required by the Promoter. By entering this Promotion you understand that DHL, anyone acting on behalf of DHL, or its respective agents, licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and Winner's name, portrait, picture, voice, likeness, image or statements about the Promotion, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. In addition, by using Twitter, Facebook, Instagram or any other social media platforms, you irrevocably, perpetually, and without limitation, grant DHL the right to use, publish, adapt, sub-license, edit, dispose of, and/or modify such posting, its concepts and any third party elements embodied therein in any way, in commerce, and in any and all media worldwide in electronic and print materials related to the Promotion, and waive all your rights, including moral rights, in the posting, without notice or compensation, and agree that you may be required to sign a release to that effect.

All Prize details not specified herein shall be determined solely by DHL. By accepting the Prize, the Winner and their parent/legal guardian acknowledge compliance with these Terms and Conditions.



Prize conditions and these Terms and Conditions may be added or modified by DHL, in its sole discretion without notice.

In the event of unforeseen circumstances, DHL reserves the right to withdraw the Promotion at its own discretion at any time without providing any notice.

DHL expects the Winner and their parent/legal guardian to behave in an acceptable manner at all times. Any inappropriate behaviour could result in being removed from the stadium. Such inappropriate behaviour includes for example; swearing, being abusive, and using hand gestures. The Winner and their parent/legal guardian will also be required to comply with all rules of attendance at the stadium (if any) as stipulated by Rugby World Cup 2019.

The receipt by Winner and their parent/legal guardian of the Prize offered in this Promotion is conditioned upon compliance with any and all federal and provincial laws and regulations. ANY VIOLATION OF THESE TERMS AND CONDITIONS BY ANY WINNER (AT DHL'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE PROMOTION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

## 8. RUGBY WORLD CUP TICKETING TERMS & CONDITIONS

By accepting the Prize, the Winner and their parent/legal guardian agrees to, in addition to the Terms and Conditions, the full Rugby World Cup Ticketing Terms & Conditions. Please see here for full information.

i. The Winner and their parent/legal guardian agree to comply with the terms and conditions applicable to the issue and use of Rugby World Cup tickets from time to time (as available and set out at <https://info.tickets.rugbyworldcup.com/tickettc-e/> or such other webpage as determined by Rugby World Cup Limited ("RWCL") from time to time), the tournament organizer (**Japan Rugby 2019, "JR2019"**) and all applicable venue owner or operator rules and regulations to access Rugby World Cup venues and any other areas associated with Rugby World Cup (including any terms of accreditation determined by RWCL). Further the Winner and their parent/legal guardian acknowledge that he/she may be required to enter into a direct acknowledgement and/or agreement with RWCL and/or JR2019 concerning use of the tickets and compliance with ticket terms and conditions prior to receiving the Prize.

ii. Winner and/or parent/legal guardian shall not, while using Rugby World Cup tickets, display or publicise any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to ambush marketing or an abuse of the Rugby World Cup, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon any of RWCL or the Rugby World Cup. Each entrant agrees and acknowledges that any breach of this clause will cause significant damage and loss to RWCL.

iii. The Promoter may pass personal information relating to Winner and/or their parent/legal guardian to RWCL and/or JR2019 (and any of their service providers or agents) for the purposes of monitoring the distribution and use of Rugby World Cup tickets and related experiences and, in the event of a suspect breach of any terms and conditions, rules or regulations of RWCL and/or JR2019 relating to the use of such tickets and/or experiences, RWCL shall have absolute right to investigate and take any action it deems necessary against such Winner and/or their parent/legal guardian.

iv. This promotion is run by the Promoter with the permission of RWCL. Accordingly the Promoter is responsible for the operation of and all matters and concerns relating to the Promotion, not RWCL or any other persons involved in staging of Rugby World Cup 2019 (including JR2019) and World Rugby (formerly the International Rugby Board), all of whom shall not be responsible for or liable to entrants in any way whatsoever in connection with this Promotion.

## 9. DISQUALIFICATION:

Should DHL determine, in its sole discretion, that any entrant has violated any of the clauses contained in these Terms and Conditions, or should be disqualified for any other reason, DHL shall have no obligation to honour the Promotion to such entrant. DHL reserves the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the entry process or the Promotion; to be acting in violation of these Terms and Conditions; or to be acting in a manner which is detrimental to the business or reputation of DHL or its affiliates and/or subsidiaries.

DHL reserves the right to reject and/or disqualify any entries, subjects, or related materials that DHL deems to be obscene, defamatory, profane, offensive, lewd, pornographic, false, misleading, deceptive, or otherwise inconsistent with its editorial standards, audience expectations, or reputational interests or that DHL believes may violate any applicable law or regulation or the rights of any third party or may subject the Promotion, DHL, or DHL's affiliates, clients, or customers to controversy, negative publicity, scorn, or ridicule.

Where there is evidence of a justified reason, such as violation of the Promotion Terms and Conditions, attempted manipulation, etc. or a violation of any applicable law, DHL is entitled to exclude individual persons from participating in the Promotion and reserves the right to take legal action.



## 10. GENERAL RELEASE/LIMITATION OF LIABILITY:

By participating in the Promotion, each entrant shall hold DHL, and each of their respective parent and affiliate companies and each of those companies' directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Promotion or with the acceptance, possession, use of or defect in any grant, including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light) .. DHL is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries in this Promotion or in the running of this Promotion. DHL will not be responsible for typographical, printing or other errors in these Terms and Conditions or in other materials relating to the Promotion.

If for any reason, the Promotion is not capable of running as planned, including but not limited to fraud, computer virus, worms, bugs, tampering, unauthorised intervention, technical limitations or failures, human error, mistake or any other cause beyond their reasonable control, corrupt the security or proper administration of the Promotion or that in the sole opinion of DHL could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Promotion, DHL reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion at any time and without notice. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Promotion is a violation of criminal and civil laws. Should such an attempt be made, DHL reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. DHL reserves the right to amend the Promotion Terms and Conditions or to terminate the Promotion at any time without any liability to any entrant. Any amendments to these Terms and Conditions will be posted on [www.dhl.ca](http://www.dhl.ca).

DHL shall have no liability arising out of or in connection with the Promotion. DHL shall have no liability for indirect or consequential loss. DHL accepts no responsibility for entries that are (i) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible or incomplete; (ii) loss, theft or damage to software or computer or telephone data, including any breach of privacy; (iii) fraudulent calls; (iv) inability of any person to participate in the Promotion for any reason including mistaken addresses on mail or e-mail; technical, computer or telephone malfunctions or other problems with computer on-line systems, servers, access providers, computer equipment, or software; congestion on the internet or at any website, or any combination of the foregoing; (v) damage to any person's computer, including as a result of playing or downloading any material relating to or in connection with the Promotion; (vi) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout or other labour dispute at their location or the locations of the organizations and businesses whose services are used to administer this Promotion; or (vii) Prizes that are lost, damaged or misdirected during shipping.

Notwithstanding the aforesaid, DHL does not limit their liability for:

- i. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- ii. any act of fraud or fraudulent misrepresentation; and
- iii. any other act or omission, liability for which may not be limited under applicable law.

## 11. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:

This Promotion and the Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, without respect to conflict of law doctrines, and is void in all geographic locations other than Canada and where otherwise prohibited by law.. Each party agrees to submit to the exclusive jurisdiction of the courts of the Province of Ontario.

In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Promotion Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by DHL does not constitute a general waiver of that obligation nor of any other obligation of entrants.

As a condition of participating in the Promotion, entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the Province of Ontario having jurisdiction. Further, in any such dispute, under no circumstances will Applicant or Winner be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than Applicant's actual out-of-pocket expenses (i.e. costs associated with entering this Promotion), and Applicant further waives all rights to have damages multiplied or increased.



## 12. DATA PROTECTION AND PRIVACY:

**Data Protection:** Your personal details are important to DHL and will be used in full compliance with applicable Canadian laws and any subsequent applicable legislation. When you enter this DHL Promotion, you automatically agree to your personal details being hosted by a reputable third party. We will use your data to contact you for marketing purposes related to DHL's partnership with Rugby World Cup 2019 only, for a maximum period of twelve (12) months. By entering into this Promotion you agree to your information being used as described above. Information submitted with an entry is subject to the Privacy Policy stated on the DHL website at: <http://www.dhl.com/en/legal.html#privacy>.

Your personal details will be retained by DHL for the purpose of the Promotion and will not be processed for any other purpose, unless you choose or have chosen to receive information from the Promoter.

Entrants declare that they consent to DHL collecting, recording, using and disclosing all the personal particulars required for organizing and conducting the Promotion, saving them for the duration of the Promotion. Recording and/or use of these personal details will serve only to organize and conduct the Promotion. They will not be forwarded to any other third party except DHL may disclose information related to or in connection with this Promotion to any of its affiliates or subsidiaries. The entrant also consents to his or her name and picture being published on official DHL webpages or other social media channels for purposes of the Promotion in the event that he or she wins the Prize. Every entrant has the right to find out how his or her personal particulars are to be used. DHL will provide complete information on the data records pertaining to the entrant concerned free of charge at any time. In addition, every entrant is also entitled to withdraw his or her consent for DHL to use and save his or her personal data without stating the reasons for his or her decision. If consent is withdrawn, the data will be deleted immediately. Withdrawal of consent and deletion of personal particulars will be confirmed by email on request. Where consent is withdrawn prior to the launch of the Promotion, any further participation in the Promotion is ruled out. The entrant agrees to receive email communications from DHL and its affiliates containing information regarding the Promotion.

DHL requires such third parties to treat your personal details as fully confidential and to fully comply with all applicable laws, including but not limited to, privacy laws. DHL will not release your personal details to any other third party for any other mailing or marketing purposes. Your right of access can be exercised in accordance with applicable privacy laws. If at any time you wish to update or correct any personal information DHL holds about you or you no longer wish us to use the information, please write to: DHL Express Contact Centre – Customer Service, \_\_\_\_\_

## 13. WINNER LIST:

The name and details of the Winner and their parent/legal guardian will be retained during the twelve (12) month period following the end of the Promotion Period on Friday 31 May 2019. DHL reserves the right to contact the parent/legal guardian within this period for the purposes outlined in Clause 12.