

Doctors of BC Benchmark Member Survey Contest
Contest Terms and Conditions - May 2025

Contest Period

1. This contest (the “**Contest**”) runs from 8:00am PT on April 16, 2025 to 11:59 pm PT on May 7, 2025, in British Columbia (the “**Contest Period**”) and will be subject to the below contest conditions (the “**Contest Conditions**”).

Qualified Entrant

2. A qualified entrant (the “**Qualified Entrant**”) means an individual who is a Canadian resident (excluding residents of the Province of Quebec) throughout the Contest Period, is 19 years of age or older, and who is:
 - a) a Doctor of BC member in good standing; and
 - b) not an employee or board member of Doctors of BC.

How to Enter

There are two (2) ways to enter the Contest during the Contest Period:

3. a. To enter the Contest, a Qualified Entrant will complete the Benchmark Member Survey via the URL provided in the original emailed invitation.

b. A Qualified Entrant may also enter the Contest by emailing: (i) their full name, (ii) Doctors of BC membership number, and (iii) the year they became a member of Doctors of BC to communications@doctorsofbc.ca. The subject line of the email should state “Benchmark Member Contest”. An entry will be disqualified if it is missing any of the above details.
4. An entry must be received by Doctors of BC’s external polling service provider, TWI Surveys (the “**Service Provider**”) before the end of the Contest Period to be eligible to win the Prize.
5. There is a limit of one (1) entry per individual during the Contest Period.
6. No purchase is necessary to enter into this content.

Prize

7. There is a total of two (2) prizes (each a “**Prize**”) available to be won in this Contest:
 - Two (2) Apple iPads valued at \$ 559.38 each.
8. The odds of winning a Prize depends on the number of eligible entries received.

9. A Prize must be accepted as awarded and cannot be exchanged for cash. A Winner who does not accept the Prize as awarded, at Doctors of BC's sole discretion, will be deemed to have refused the Prize. Doctors of BC reserves the right to disqualify Winners who do not accept the Prize as awarded and select another Qualified Entrant as the Winner.
10. In order to receive a Prize, the Winner must satisfy Doctors of BC that the Winner is entitled to receive the Prize in this contest, correctly answer a time-limited skill-testing question, and agree to such representations, releases, waivers and indemnities as Doctors of BC may require. Doctors of BC has no obligation to deliver a Prize to a Winner who cannot satisfy these requirements.

Draw

11. A draw to select one Qualified Entrant (the "**Drawn Entrant**") will be conducted one (1) day after the Contest Period ends or as soon as practicable thereafter by the Service Provider in Vancouver, Canada. The Drawn Entrant is deemed to be a winner (the "**Winner**") when Doctors of BC along with its Service Provider confirms the Drawn Entrant meets these Contest Conditions.
12. Doctors of BC will make reasonable efforts to contact the Drawn Entrant using the contact information provided. If a Drawn Entrant does not accept the Prize within seven (7) days after Doctors of BC first attempts to contact the Drawn Entrant, that Drawn Entrant will be disqualified and another Drawn Entrant selected until a Drawn Entrant is contacted, accepts the Prize and is deemed a Winner in accordance with these Contest Conditions. Each subsequent Drawn Entrant will have seven (7) days to accept the Prize after Doctors of BC first contacts the Drawn Entrant.

Limitation of Liability and Disclaimer

13. IN NO EVENT WILL DOCTORS OF BC, OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES OR AFFILIATES (TOGETHER, THE "**RELEASED PARTIES**") BE LIABLE FOR, AND EACH ENTRANT HEREBY RELEASES THEM FROM, ANY DAMAGES, LOSSES OR OTHER AMOUNTS OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING FROM OR IN CONNECTION WITH THIS CONTEST OR A PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED PARTIES WILL NOT BE LIABLE FOR DIRECT, GENERAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR ANY OTHER LOSSES OR DAMAGES, EVEN IF A RELEASED PARTY SHOULD HAVE BEEN AWARE THAT SUCH LOSS OR DAMAGE COULD OCCUR.
14. EACH WINNER INDEMNIFIES DOCTORS OF BC FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS OR DEMANDS BY THE WINNER (INCLUDING COSTS INCURRED BY DOCTORS OF BC IN DEFENDING SUCH ACTIONS, CLAIMS OR DEMANDS)

BROUGHT AGAINST DOCTORS OF BC WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED TO THIS CONTEST OR WITH A PRIZE.

15. ALL PRIZES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS, OF TITLE, NON-INFRINGEMENT, FUNCTIONALITY, ACCURACY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General

16. Doctors of BC reserves the right to substitute a Prize with a different prize of approximately equal or greater value.
17. Doctors of BC reserves the right to disqualify entrants and/or entries who do not comply with these Contest Conditions.
18. By accepting a Prize, the Winner authorizes and agrees that their name, address and telephone number will be provided to the Service Provider for the purpose of facilitating the Prize.
19. Doctors of BC is not responsible for any entry, transaction or transmission of the entry that is incorrect, omitted, illegible, late, lost, delayed, garbled, destroyed, misdirected or not recorded for any reason, however caused. Doctors of BC is not liable for a Drawn Entrant failing to receive notification that their entry has been drawn.
20. Doctors of BC is not liable for any loss or damage to any participant or entrant or their computer or any other property related to or resulting from participating in this Contest or downloading any material related thereto.
21. All dollar amounts are expressed in Canadian funds.
22. By entering this Contest, the Winner grants Doctors of BC the right to publish the Winner's name, and location without liability or remuneration.
23. Doctors of BC may at its sole discretion alter, amend, suspend, or cancel this Contest or amend these Contest Conditions or the draw procedures at any time.
24. Decisions of Doctors of BC are final and binding.
25. By submitting an entry into this Contest, entrants confirm that they have read the Contest Conditions and confirm they are in compliance with all restrictions and agree to be bound by the Contest Conditions.
26. This Contest is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to any choice of law or conflict of law principles. Entrants hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals therefrom to settle any dispute or claim that arises out of or in connection with

these Conditions or the Contest, (including without limitation non-contractual disputes or claims).

Privacy Notice

- All responses to the Benchmark Member Survey are anonymous and confidential and will be collected by the Service Provider, who is conducting the survey on behalf of Doctors of BC. Only aggregate and/or anonymized data will be shared with Doctors of BC.
- Your personal information is collected in accordance with the *Personal Information Protection Act*, British Columbia, and will be used, disclosed and stored by Doctors BC's Service Provider and its other service providers inside and outside Canada:
 - for administration of the Contest (including verifying your eligibility to enter the Contest and sending the Contest information to you);
 - if you are a Winner, to contact you;
 - to make improvements to our services; and
 - to comply with applicable laws.
- Effective on the date you submit your personal information upon completion of the survey, you agree to the above. If you have any questions about the collection or use of your personal information, please contact the Doctors of BC Privacy Office at privacy@doctorsofbc.ca