

## The Great Canadian Legal Research Challenge

This document comprises the complete official rules (the "**Rules**") for the **Great Canadian Legal Research Challenge** (the "**Challenge**").

### Rules

- 1. Sponsored by LexisNexis Canada Inc. ("LexisNexis"). These Rules govern the Challenge. Entry to the Challenge constitutes acceptance and agreement to these Rules.
- Challenge is open to lawyers, paralegals and law firm and legal department staff, and university staff with an active membership to a provincial law society and/or association, who currently have a place of business in Canada ("Participant" or "Participants"). Participants must register with a valid company, law firm or faculty email address.

A Participant must also be a legal resident of Canada. Employees, representatives or agents of LexisNexis (including its parent or affiliated companies, clients, advertising and promotional agencies, or other representatives or agents), members of the jury and anyone with whom any of the foregoing is domiciled and/or members of their respective immediate families are not eligible to enter. False and/or deceptive entries or acts shall render Participants ineligible.

- 3. **Qualifying Testing Period**. Wednesday, September 27, 2023 to Tuesday, October 17, 2023. LexisNexis is not responsible for entries which are incorrect, incomplete, or not received by LexisNexis for any reason.
- 4. **Minimum Entry Requirements.** LexisNexis in its sole discretion may decide not to proceed with the Challenge should the number of eligible entries, as defined by these Rules and more specifically paragraph 6, be less than 50 Participants. In addition, to be selected for the National finale, there is a minimum of 2 Participants by jurisdiction. Should LexisNexis decide not to proceed with the Challenge in accordance with this paragraph, no prize will be awarded, and no Participant will be entitled or eligible for said prize or any compensation whatsoever in lieu thereof.
- 5. Challenge Entry Restrictions. Any Participant entering more than once will have their entry discarded.

The Challenge will consist of two rounds:

Provincial/Territorial round on Tuesday, October 17, 2023 and Grand National finale round on Wednesday, October 25, 2023.

Each round will require Participants to answer approximately 10 - 15 questions online. The Challenge starts Canada-wide between 11:00 am and 11:00 pm EST. The questions, which will take approximately 30 minutes to answer, will pertain to a variety of sources such as caselaw, legislation and commentary as well as legal news and practical guidance. The 13 winners, one from each jurisdiction of the first round will be those with the highest number of correct answers in the fastest time. If several Participants have the same results, a draw will be held to determine the winner.

## 6. Prizes

Provincial/Territorial Winners of the first round:

The top 13 Participants (one per jurisdiction) to correctly answer the first round of questions will win:

• Six months free access to Law360 Canada OR 3 months free access to CaseMap Cloud (value of up to \$650)

• One Canadian LexisNexis publication of your choice selected from the Canadian e-store (up to \$250);

• One-month free access to one of the Lexis+ Canada base subscription OR One-month free access to one of the Lexis+ Canada add-on packages of their choice (value of up to \$500).



Grand Finale National Winners:

The top 13 Participants (one per jurisdiction) will then move on to the Grand Finale National round for a chance to win up to \$5,000. The first prize winner receives a cheque for \$5,000, second place will receive a cheque for \$2,500 and third place will receive a cheque for \$1,500.

The prizes must be accepted as awarded without substitution and is not transferable or for resale and has no cash surrender value. LexisNexis reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute the prize or any component of a prize without liability.

# 7. Prize Draw.

- 7.1. Winners will be revealed at the LexisNexis head office located at 111 Gordon Baker Road Suite 900, Toronto, Ontario, M2H 3R1 and on the LexisNexis Canada LinkedIn. Provincial/Territorial finalists will be announced on Friday, October 20<sup>th</sup>, 2023. National finalists will be announced on Friday, October 27<sup>th</sup>, 2023.
- 7.2. The selected Participants will be contacted via the email address they provide.
- 7.3. In the event that LexisNexis, for any reason, is unable to reach the selected Participant within 48 hours of the draw, despite reasonable efforts to do so, as determined in LexisNexis' sole discretion, an alternate Participant will be selected from the remaining eligible entries.

## 8. Conditions of Receiving Prize

In order to be declared a winner and receive the prize, the selected Participant must:

- (a) have a place of business in Canada;
- (b) respond to the prize notification by email within 48 hours of notification;
- (c) provide, upon request and to the sole satisfaction of LexisNexis Canada, personal identification confirming they are in fact the eligible respondent; and
- (d) not use ChatGPT or other Al/machine learning capabilities.
- 9. If the selected Participant does not meet all the required conditions for receiving a prize pursuant to paragraph 8 above, or the selected Participant is awarded a prize due to a system error, malfunction or defect, another Participant will be randomly drawn from the remaining eligible entries received.
- 10. If a winner declines the prize or is ineligible to receive it for any reason, the winner's entitlement to the prize will be automatically forfeited.
- 11. **Delivery of Prize.** The prize will be shipped to the winner by courier or email to the address provided by the winner.
- 12. Consent to Personal Information Use and Disclosure. By entering this Challenge, Participants consent to: (a) collection by LexisNexis of any and all personal information provided by Participants in the Challenge ("Personal Information"); (b) use and disclosure by LexisNexis of Personal Information for the purpose of administration of the Challenge; (c) disclosure by LexisNexis of Personal Information to any parent or affiliated corporation; (d) use of Personal Information by LexisNexis for the purpose of contacting Participants by mail, email or telephone with offers of products and services which may be of interest to them; (e) use of Personal Information by LexisNexis in aggregated, non-personal form in order to create reports regarding Challenge respondent demographics, information and habits, which may be disclosed to third parties.
- 13. Acknowledgement and Release. By entering the Challenge, all Participants agree (a) to abide and be bound by these Rules and the decisions of LexisNexis and its representatives, which shall be final and binding in all respects; (b) to release and discharge LexisNexis and its parent and affiliated corporations from any and all liability connected with the draw; and (c) to fully indemnify LexisNexis (including its subsidiaries, affiliates, parent or related companies) from and against any and all liability.



claims, damages and actions arising directly or indirectly out of or sustained in connection with participation, awarding, acceptance, possession, use or misuse of the prize, and/or participation in the Challenge.

- 14. **Disclaimer.** LexisNexis provides the prize on an AS-IS basis without any guarantee, representation, warranty or condition, express or implied. Any defective prize is subject to gift card provider's warranty policy.
- 15. Liability Exclusion. LexisNexis and its parent and affiliated corporations shall not, under any circumstances, be responsible for, or liable to any Challenge Participant or any other person for:
  - (a) any inaccurate, lost, damaged, delayed, incomplete, misdirected, deleted, defective, or altered entries, regardless of cause;
  - (b) any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of cause; and
  - (c) any damage or loss, special, indirect or consequential, whether in contract, tort or otherwise, arising from, connected with, or relating to these Rules, the Challenge, or the submission of entries to the Challenge or participation in the Challenge or the Challenge prize, or the use of the LexisNexis website and regardless of the cause or any negligence by LexisNexis or anyone for whom either is responsible at law, and notwithstanding that LexisNexis may have been advised of the possibility of such loss or damage being incurred.

## 16. General

- 16.1. All Challenge entries become the property of LexisNexis and will not be acknowledged or returned.
- 16.2. Decisions of LexisNexis in respect of any aspect of the Challenge are final and binding on all Participants.
- 16.3. LexisNexis is not responsible for any typographical or electronic error in the printing, publishing, offering or administration of the Challenge.
- 16.4. LexisNexis, in its sole discretion, reserves the right to disqualify any person suspected of tampering with the entry process or otherwise violating these Rules.
- 16.5. LexisNexis reserves the right, in its sole discretion, to suspend or terminate this Challenge without prior notice or to change the Rules.
- 16.6. If for any reason the Challenge is not capable of being conducted as intended by LexisNexis, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Challenge, LexisNexis may, at its sole discretion, disqualify any Participant responsible for such misconduct and/or cancel, terminate, modify, or suspend the Challenge.
- 16.7. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Challenge-related materials including the Challenge entry form, point of sale and/or any other advertising (regardless of form or medium), the terms and conditions of these Rules shall prevail.
- 16.8. All intellectual property, including all trademarks, trade names, logos, designs, copyright, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by LexisNexis and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of its owner is strictly prohibited.
- 16.9. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAW MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND LEXISNEXIS RESERVES THE RIGHT TO



SEEK REMEDIES AND DAMAGES AND/OR OTHER RELIEF FROM ANY AND ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.

- 16.10. Any and all disputes relating to this Challenge, or any prize shall be subject to the laws of the Province of Ontario and of Canada applicable therein.
- 16.11. This Challenge is subject to all applicable federal, provincial and local laws and regulations. If any provision of these Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.