

# Desjardins Foundation Prizes

## 2023 COMPETITION RULES

The **Desjardins Foundation Prizes** are organized by the Desjardins Foundation. They help fund initiatives that have a direct impact on kindergarten, elementary and high school students.

### ELIGIBILITY

Organizations in the following categories are eligible for Desjardins Foundation Prizes:

- Public and private elementary and secondary schools recognized by the New Brunswick Department of Education and Early Childhood Development, Alberta Education, the Ontario Ministry of Education or the Quebec Ministère de l'Éducation
- [Charities registered with the Canada Revenue Agency](#) that are located in Alberta, New Brunswick, Ontario and Quebec, and work to help young people stay in school and succeed academically (the "Eligible Applicants")

Other organizations are not eligible. These include:

- Post-secondary educational institutions
- Preschools and childcare centres
- Religious organizations and groups
- Political organizations
- Special interest groups
- Organizations not registered as charities with the Canada Revenue Agency

Eligible Applicants must be represented by a person who is of the age of majority in their province and who has been authorized (the "Representative").

The project or initiative they submit must meet the following conditions:

- The Desjardins Foundation Prize money must only be used for this project.
- The project must directly benefit young people enrolled in kindergarten (including 4K), elementary school, secondary school or an adult learning program to obtain a high school diploma.
- The project must directly benefit more than one student.
- The project must be carried out in Alberta, New Brunswick, Ontario or Quebec.
- The amount requested must be used between January 1 and December 31, 2024.
- The Eligible Applicant must be represented by a Representative.
- The project may already be in development, as long as it's completed and rolled out between January 1 and December 31, 2024.

### EXCLUSION CRITERIA

Projects will not be eligible if any of the following apply:

- The project is connected to for-profit commercial activities.
- The prize would be used to cover the school's or organization's operating costs, reimburse loans or to acquire capital property.
- The prize would be used to pay the salary of an employee at the educational institution or school service centre or school board.
- The project is not inclusive or is for a certain type of student only.
- The project is already complete.
- The project was submitted by a Representative who has already submitted another application for this campaign.
- The project was already submitted by another Representative.

The following individuals cannot participate:

- Employees and directors of the Desjardins Foundation, and any individuals living with them
- Employees and directors of the Fédération des Caisses Desjardins du Québec, Caisse Desjardins Ontario Credit Union, Desjardins Insurance agents and any individuals living with them
- Selection committee (jury) members and any individuals living with them

Employees, managers and directors of caisses that belong to the Fédération des caisses Desjardins du Québec, the Caisse Desjardins Ontario Credit Union Inc., or any other Desjardins Group entity (including the individuals listed above) are not allowed to submit projects on behalf of any organizations or schools in which they invest, and they aren't allowed to collaborate on projects submitted to the Desjardins Foundation.

## APPLICATION PERIOD

Eligible Applicants must submit their applications between October 1, 2023 at midnight (Eastern Time) and October 31, 2023 at 11:59 p.m. (Eastern Time) (the "Application Period").

## APPLICATION AND SELECTION PROCEDURE

To enter, Eligible Applicants must:

1. Go to [prixfondation.desjardins.com/en](http://prixfondation.desjardins.com/en)
2. Fill out the application form and submit it between October 1, 2023 at midnight (Eastern Time) and October 31, 2023 at 11:59 p.m. (Eastern Time).
3. Once the applications are submitted, they'll be evaluated using the following criteria:
  - a. How involved young people will be in each step of the project: Decision-making, taking charge of tasks, etc.
  - b. The project's impact on young people's motivation and decision to persevere: Does it effect their self-esteem, sense of accomplishment or autonomy? Does it build ties with other students or a meaningful adult? Does it meet basic psychological needs, allowing students to better concentrate at school? Etc.
  - c. If the target students have specific needs or come from underserved communities
  - d. Originality and creativity: Is it a unique experience that lets them discover and try new things?
  - e. Spinoffs (beyond the target group or class)
  - f. Overall assessment (application presentation, motivation and commitment shown by the Representative, etc.).

Each eligible application is reviewed by 2 jury members. The 2 scores are averaged to obtain the applicant's preliminary result. Each criterion is weighted. For a copy of the weighting method, write to [fondation.desjardins@desjardins.com](mailto:fondation.desjardins@desjardins.com). Next, Desjardins Group directors, employees and agents are asked to vote for their favourite projects among the eligible applications, based on their overall impression of the following: Project description, how the project motivates young people, and the amount requested. This vote lets eligible applications earn extra points, which are added to the preliminary results to obtain the final result. The vote will be held on the internal Desjardins portal and the portal used by Desjardins Insurance Agents from November 13, 2023 at 9:00 a.m. (Eastern Time) to November 24, 2023 at 11:59 p.m. (Eastern Time). Desjardins directors, employees and agents can vote for as many projects as they'd like, but they can only give one vote to each project.

### Jury composition

The jury is made up of around 100 independent and unpaid jury members who are retired Desjardins employees or retired educational professionals. Jury members only have access to the information they need to assess applications. They don't have access to any information that could be used to identify Representatives.

## CHOOSING THE WINNERS

The winning projects will be determined according to the selection criteria listed in the **Application and Selection Procedure** section above, as well as the votes cast by Desjardins employees, directors and agents. Winners will be selected no later than December 11, 2023, at 5 p.m. (Eastern Time), in the presence of witnesses at the Desjardins Foundation office, following a procedure validated by the Desjardins Group Monitoring Office.

The odds of winning depend on the number of eligible applications received during the application period.

The Desjardins Foundation reserves the right to reject any project that goes against Desjardins values, uses vulgar or inappropriate language, or involves individuals who could harm Desjardins Group's image or reputation. These projects can be rejected even if they meet the other criteria listed in these rules.

The Desjardins Foundation reserves the right to limit the number of projects submitted per school or organization, in order to ensure a wider variety of eligible entries.

To ensure that the prizes are awarded in a way that respects geographic, caisse network and Desjardins agent distribution, a discretionary amount may be allocated afterward to other projects, based on the final score obtained by the jury average and votes received.

The list of winning projects will be posted on the Desjardins Foundation website no later than December 15, 2023.

## PRIZES

The total value being awarded is approximately \$1.7 million. This amount may be increased at any time, following a decision by the Desjardins Foundation's board of directors. The prize will be distributed equitably among the different geographic regions. If no eligible project is submitted for a region, the prize for this region may be cancelled, or, at the Desjardins Foundation's discretion, it may be awarded to another region where demand is higher.

The prize amounts will be equal to the lesser of the following amounts:

- The amount requested
- OR
- Three thousand dollars (\$3,000)

## GENERAL CONDITIONS

1. To be declared an official winner, each selected Eligible Applicant must:
  - a) Be reached by email by a representative of the Desjardins Foundation within five days of the selection date. Selected applicants must be reached within no more than 3 attempts and will have a maximum of 48 hours to reply to the message left by the Desjardins Foundation, if applicable. If they fail to do so, they will lose the prize. The prize will then be given to the next Eligible Applicant, following the selection procedure described above. The procedure will be repeated until a winner is named.
  - b) Confirm that they meet the eligibility criteria and other requirements listed in these rules.
  - c) Fill out the declaration and release form (the "Declaration Form") sent by email and return it to the Desjardins Foundation within fifteen (15) business days of receipt.

If the selected Eligible Applicant fails to meet any of the conditions in these rules, they will be disqualified and, at the Desjardins Foundation's discretion, the prize will either be cancelled or given to the Eligible Applicant who received the next highest amount of points, in accordance with these rules, until an Eligible Applicant is declared the winner. If this happens, the same terms and conditions will apply and be modified as necessary.
2. **Awarding the prizes.** The prizes will be awarded by no later than March 1, 2024, at 11:59 p.m. (Eastern Time). Desjardins caisses and Desjardins Insurance agents will contact the winners for their territories in February, and explain the location and process for receiving the prizes. If a winner refuses their prize, the Desjardins Foundation will be free from any obligation related to the prize, and the applicant will be disqualified. At that point, at its discretion, the Desjardins Foundation will be able to cancel the prize or award it to the Eligible Applicant who received the next highest number of votes, in accordance with the conditions described above.
3. **Prize ownership.** Winners will retain ownership of all equipment and materials acquired through the project, even when the project has ended. They may dispose of them as they see fit.
4. **Verification.** All applications, submitted projects and declaration forms may be subject to verification by the Desjardins Foundation. Any applications that are incomplete, inaccurate, illegible, mechanically reproduced, damaged, fraudulent, or registered or submitted late, contain an invalid phone number or are otherwise non-compliant, may be rejected and will not entitle the applicant to a prize.
5. **Disqualification.** Anyone who applies for a Desjardins Foundation Prize or tries to apply through means that do not comply with these rules or that are unfair to other applicants (such as hacking or using a false name) will be automatically disqualified and may be reported to the appropriate legal authorities.
6. **Attempts to undermine operations.** Any attempt to undermine the legitimate operation of the Desjardins Foundation Prizes constitutes a violation of civil and criminal law. If such an attempt is made, the Desjardins Foundation reserves the right to reject the participant's entry and take legal action.
7. **Acceptance of prizes.** Prizes must be accepted as described in these rules and may not in any case be transferred, in whole or in part, to another person or organization, substituted for another prize or exchanged for money, unless an exception is granted by the Desjardins Foundation, at its sole discretion.
8. **Limitation of liability.** If the Desjardins Foundation cannot award the prize as described in these rules, it reserves the right to award a similar prize of equal value, or, at its entire discretion, to award the monetary value of the prize indicated herein. In all cases, the Desjardins Foundation cannot be required to award more prizes or to award any prize other than in accordance with these rules.
9. **Limitation of liability: Use of prizes.** Eligible Applicants, winners and their authorized Representatives release the Desjardins Foundation, as well as the persons on whose behalf the program is held, from any liability for damage that may arise from applying for a Desjardins Foundation Prize or from accepting or using the prize. Winners agree to sign a declaration and release form to this effect.
10. **Limitation of liability: Malfunctions.** The Desjardins Foundation cannot be held liable for any malfunction of any computer component, software or line of communication, the loss or absence of network communication, or any transmission that is faulty, incomplete, incomprehensible or deleted by any computer or network and which may limit or prevent any person from reading these rules. Furthermore, the Desjardins Foundation

cannot be held liable for any loss or damage that may be caused, directly or indirectly, in whole or in part, by any web page, software or other download, or by the transmission of any information concerning the Desjardins Foundation Prizes. More specifically, if the administration, security, impartiality, integrity or conduct of the Desjardins Foundation Prizes are corrupted or seriously affected by a virus, bug, alteration, unauthorized intervention, fraud, or IT failure, or by any other cause, the Desjardins Foundation reserves the right to cancel, modify, extend or suspend the prizes without prior notice.

11. **Limitation of liability: Receipt of applications.** The Desjardins Foundation cannot be held liable for any applications that are lost, misdirected or late, or for any breakdown of the website, including any damage to applicants' computers or mobile devices.
12. **Limitation of liability: Situation beyond the Desjardins Foundation's control.** The Desjardins Foundation cannot be held liable in any way whatsoever should their inability to act results from a fact or situation beyond their control, a pandemic or epidemic, or a strike, a lockout or other labour dispute occurring in the organizations or companies whose services are used for the Desjardins Foundation Prizes.
13. **Changes to the Desjardins Foundation Prizes** The Desjardins Foundation reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Desjardins Foundation Prizes, in whole or in part, should an event or any human intervention occur that could alter or affect the management, security, impartiality or operation of the Desjardins Foundation Prizes as provided for in these rules. If this happens, the Desjardins Foundation cannot be held liable.
14. **Early end to the application period.** If the application period must be terminated, in whole or in part, for any reason whatsoever before the planned end date, the Desjardins Foundation may award prizes, at its sole discretion, by choosing from all of the eligible applications it received before the application period was terminated.
15. In all cases, the Desjardins Foundation is not required to award more prizes or award any prize other than in accordance with these rules.
16. **Limitation of liability: Participation in the Desjardins Foundation Prizes competition.** Persons and organizations who participate or attempt to participate in the Desjardins Foundation Prizes competition release the Desjardins Foundation from any and all liability for damages they may incur as a result of their participation or attempted participation in the Desjardins Foundation Prizes competition.
17. **Communication with applicants.** The Desjardins Foundation will only communicate with applicants about the Desjardins Foundation Prize competition. It will not send any unrelated communications to applicants, commercial or otherwise, unless they have expressly given their consent. All communications and correspondence will be related to this competition and the applicant's project and application, in compliance with these rules and at the Desjardins Foundation's initiative.
18. **Personal information.** The Desjardins Foundation may collect, use and share personal information on applicants as part of the application and selection process. For more information, see the Desjardins Group Privacy Policy at [www.desjardins.com/privacy-policy](http://www.desjardins.com/privacy-policy). By applying for a Desjardins Foundation Prize, the Representative authorizes the Desjardins Foundation and its authorized agents to collect, use and share the personal information needed to manage the selection process and award prizes, in compliance with these rules and the Desjardins Group Privacy Policy. By accepting a prize and giving their consent, winners authorize the Desjardins Foundation, the member caisses of the Fédération des caisses Desjardins du Québec, the Desjardins Ontario Credit Union and the Desjardins Agent Network to collect, use, broadcast and share, if needed, their name, city and province of residence, prize statement, photograph, likeness, voice and/or other representations and recordings featuring the winners in connection with the prizes, for advertising or promotional purposes, in any form or media, including the Desjardins website and Facebook page, without any form of remuneration or compensation. The winners also waive their rights to use and reproduce, in whole or in part, any visual content that Desjardins may have captured for the purposes of the Desjardins Foundation Prizes.
19. **Property.** All information and documents related to the Desjardins Foundation Prizes are and remain the exclusive property of the Desjardins Foundation. This includes, but is not limited to, the following: Application forms; declaration and release forms; technical, technological and operational information; information related to designs; IT systems; software; logos; trademarks; and other intellectual property. These documents and information will not be returned to the applicants.
20. **Decisions.** All persons who apply for a Desjardins Foundation Prize agree to be bound by these rules and to accept the final and binding decisions made by the Desjardins Foundation, who awards the Desjardins Foundation Prizes.
21. If a section of these rules is declared or deemed illegal, unenforceable or invalid by a court of competent jurisdiction, that section is considered null and void, but all other sections that aren't affected will be applied and enforced to the extent permitted by law.
22. These rules can also be found at [www.fondationdesjardins.com/prix](http://www.fondationdesjardins.com/prix).
23. In the event of a discrepancy between the French and English versions of these rules, the French version will prevail.
24. The Desjardins Foundation Prizes are subject to all applicable laws.