

## WIN AN EAT, DRINK, DINE KINGSVILLE GETAWAY CONTEST RULES

Entry deadline: 3:59 pm on September 18th, 2019

NO PURCHASE IS NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

## **CONTEST SPONSOR & ADMINISTRATOR**

The Win an Eat, Drink, Dine Kingsville Getaway Contest (the "Contest") is sponsored by Ontario's Southwest ("OSW"), 842 Nellis St., Woodstock ON N4S 4C3 and Jack's Hospitality Group. 519-290-8687.

By entering the Contest, entrants accept and agree to be bound by the Contest Rules and Regulations, and accept the decisions of the independent Contest organization and Contest Sponsor as final and binding in all respects.

## **CONTEST ELIGIBILITY**

The Contest is open to persons who are, at the time of entry: Legal residents of Canada or the United States of America. 19 years of age and above. Persons meeting the above-enumerated criteria are hereinafter called "Contest Entrants".

OSW personnel and any person who is domiciled with OSW personnel, OSW's agents, parents, directors, officers, affiliated or related companies, subsidiaries, divisions, prize providers, promotional and advertising agencies, including the Contest Administrator and its employees, agents, directors, officers, affiliated or related companies, subsidiaries, divisions, prize providers, and their respective immediate family members, are not eligible to enter the Contest.

#### **CONTEST PERIOD**

The Contest begins at 12:00 pm ET on August 23<sup>rd</sup>, 2019 and ends at 3:59 pm on September 18<sup>th</sup>, 2019 (the "Contest Period").

#### **HOW TO ENTER**

During the Contest Period, to be eligible to win a Prize, Contest Entrants must submit their Contest Entries online by http://facebook.com/ontariossouthwest

before the end of the Contest Period, and complete the Online Entry Form. One contest entry per person and per email. Only those entries signing up for the Ontario's Southwest newsletter are valid. Entries will also be signing up for Jack's Hospitality Group email list. Entries generated by a script, macro or other automated means are void. Entries that contain typographical errors, are altered, tampered with, incomplete, inaccurate, irregular in any way, or otherwise not in compliance with these Contest Rules, are also void.

No correspondence will be entered into except with selected entrants.



## **SELECTION OF CONTEST WINNERS**

During the Contest Period, Contest Entries that comply with these Rules and that are received prior to the draw dates will be eligible for a random draw conducted by OSW. There will be one (1) giveaway draw date:

## September 20th, 2019

#### **RANDOM DRAW PRIZE**

Each Contest Entry will automatically be entered into the draw for the prize to be awarded:

Prize pack valued at \$279 and includes:

- One (1) night stay for two (2) at a Distinctive Inn in Kingsville, Ontario
- Brewery tour & tasting for two (2) at Banded Goose Brewing Co.
- Dinner for two (2) BlackJack's Food Truck in the BgB Beer Garden
- Coffee and Danish in the morning at Bean15 Coffee Lounge
- Lunch for two (2) at Jack's Gastropub

\*Prize must be redeemed by December 22nd, 2019 \*\*Stay is subject to availability. Must be 19+ to enter and participate

#### **ONE PRIZE PER WINNING ENTRANT**

Only one Prize will be awarded to a single entrant.

#### **ODDS OF WINNING**

The odds of winning depend on the total number of Eligible Contest Entries received.

#### **REQUIREMENTS TO CLAIM PRIZE**

The Prize Winner ("Winner") will be notified by phone and/or e-mail within five (5) business days from the date of the prize draw in which their winning entry is selected. If the Winner cannot be contacted within a period of five (5) business days from the applicable monthly draw date, or should the Winner not comply with these Contest Rules, he or she will forfeit the Prize.

All Winners must execute a statement of Eligibility and Publicity ("Statement"), pursuant to which the Winner will:

Confirm their compliance with these Contest Rules; Confirm their acceptance of the Prize as awarded; Consent to the publication of their name for publicity purposes.

The Statement must be executed and returned to the Contest Administrator, as instructed on the Statement, within five (5) business days of the date the Statement is postmarked (if sent via postal mail), or the date the email is sent.

The Winner will be confirmed by OSW confirmation that he / she has complied with these Contest Rules and completed and returned a signed Statement. The Contest Sponsor will follow up with prizing fulfillment.

In the event of non-compliance with these Contest Rules, and/or if a Winner cannot be reached via the contact information supplied on the Contest Entry, or the statement is not fully completed and



signed by the Winner, the prize will be forfeited and an alternate eligible entry may, in OSW's sole discretion, be selected.

### **DELIVERY OF PRIZE**

The Winner will be instructed on the procedure to claim his / her Prize by the Contest Sponsor. All Prizes must be accepted as awarded and are not transferable to cash or alternative merchandise, except that OSW reserves the right, in its sole discretion, to make Prize substitutions of equivalent monetary value as expressly contemplated above. Transportation services are not included in any prize packages; the Winner is solely responsible for providing or sourcing transportation.

The Winner is solely responsible for reporting the value of the prize they receive for the purpose of federal or provincial taxes and payment of any federal or provincial taxes, which may be connected with the Prize, and the payment of any income taxes related thereto.

Approximate retail value of the Prize Package varies based on rates available at the launch date of the Contest. The Prize cannot be used in conjunction with any other promotion or offer. Other restrictions may apply. By accepting a Prize, the winner and their travel companions accept the inherently dangerous nature and risk involved in travel, whether by plane, automobile, or other conveyance, or by foot, on land or water and in the air, including personal injury and / or death, and acknowledges that his / her participation in the prize event is voluntary, acknowledges that there are natural factors and occurrences which may impact on or affect the safety of the activities he / she is participating in and he / she assumes the risk of such factors and occurrences and agrees that promotional parties shall not be in any way responsible for any resulting injury and / or death.

# **DISCLOSURE OF PERSONAL INFORMATION**

In order to submit a Contest Entry, Contest Entrants will be required to disclose certain personal information.

By submitting an entry, Contest Entrants expressly consent to the collection, use, storage and disclosure of personal information to OSW for the purposes of administering the Contest, and for OSW's marketing purposes, as well as the other purposes expressly contemplated in these Rules. OSW will have the right to use each Selected Entrant's personal information to communicate with them (and any substitute Entrant selected, as required), and to announce the Winner of the Contest.

All Winners will be posted on Facebook www.facebook.com/OntariosSouthwest at the sole discretion of OSW.

#### **GENERAL CONDITIONS**

By entering the Contest, Contest Entrants agree to release OSW and the Contest Administrator and their respective affiliated or related companies, parents, subsidiaries, divisions, prize providers, directors, officers, employees, agents and advertising and promotional agencies, accommodation service providers, and their respective personal representatives, successors and assigns, as applicable (collectively, the "Released Parties") from any and all liability arising in connection with



the Contest, including, without limitation, the availability or delivery of accommodation services, non-compliance by the Contest Entrant with these Terms and Conditions (including any breach, actual or alleged, by a Contest Entrant of any of its representations and warranties made hereunder), declaration of Winners, use of the Contest Entry by OSW.

The Contest Administrator reserves the right to withdraw or terminate the Contest at any time without notice.

The Contest is subject to applicable federal, provincial and local laws and regulations.

The Contest is void where prohibited or restricted by law.

By entering the Contest, submitting a Contest Entry and accepting any Prize, the Winner releases and agrees to indemnify and hold harmless the released parties from any and all liability for any injuries including but not limited to personal injury, bodily injury (including without limitation, wrongful death and disability), property damage or loss or damage of any other kind, including any intellectual property claims, arising in whole or in part, directly or indirectly, from acceptance, use or misuse of a Prize, non-compliance by the Winner with these Contest Rules, or entry in the Contest or any Contest related activity.

OSW make no representations, warranties or conditions, express or implied, regarding the quality or suitability of any of the Prizes.

OSW assume no responsibility for Contest Entries which are lost, stolen, delayed, damaged, misdirected, illegible or unintelligible for any reason including:

Failure of the landing page http://facebook.com/ontariossouthwest during the Contest Period;

Any failure or malfunction of any telephone or cable line or other means of transmission, or any computer or other equipment or software; Any errors in transmission;

Failure of any email or online Contest Entry to be received on account of technical problems or traffic congestion on the Internet or at any website;

Any condition caused by events beyond the control of OSW that may cause damage to a Contest Entrant's or any other person's computer.

Any injury, loss or damage of any kind caused by the Prize or resulting from acceptance, possession, use or misuse of the Prize, or from entry in the Contest or any Contest related activity; or

Any combination thereof.

OSW reserves the right, in their sole discretion, to cancel or suspend any elements of the Contest should a virus or other cause beyond the reasonable control of OSW corrupt the security or proper administration of the Contest.



Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws and, should such an attempt be made, OSW reserves the right to seek remedies and damages to the fullest extent permitted by law.

#### **LEGAL COMPLIANCE:**

This Contest is governed by the laws of Ontario and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations.

#### **SPONSOR:**

Win an Eat, Drink, Dine Kingsville Getaway Contest (the "Contest") is sponsored by Ontario's Southwest, Jack's Hospitality Group, and the Ministry of Tourism, Culture and Sport, 842 Nellis St., Woodstock ON N4S 4C3 519-290-8687.

#### **OFFICIAL RULES:**

The Official Rules are available at http://facebook.com/ontariossouthwest

#### WINNERS NAMES:

For the name of the winner(s), send a self-addressed stamped envelope by first class mail to: Win an Eat, Drink, Dine Kingsville Getaway Contest, Southwest Ontario Tourism Corporation, 842 Nellis St., Woodstock ON N4S 4C3. " after the draw date(s) and before October 31<sup>st</sup>, 2019.

#### **PRIVACY POLICY:**

The Contest Sponsor is collecting personal information about entrants for the purpose of administering this contest. We agree to only contact those who have given express consent to optin the Ontario Southwest mailing list to receive electronic communications outside of this contest. Information collected from entrants is subject to the Sponsor's Privacy Policy.