# **Destination Toronto's Toronto Giveaway Contest**

Official Rules and Regulations

### THE CONTEST PERIOD

The Contest entry period commences on November 7, 2022 and concludes on November 28, 2022.

## **ELIGIBILITY**

The Contest is open to meeting planners who are eighteen (18) years of age or older.

# THE PRIZE(S) AND THE PRIZE VALUES

- Roundtrip airfare for you & a guest to Toronto
- Roundtrip transfers by private car from the airport to hotel
- 2 nights' accommodation & breakfast at Westin Harbour Castle Hotel
- Dinner at a Toronto restaurant
- 2 Tickets to your choice of either a Toronto sports event, or theatre tickets. Up to \$250 per ticket

Total prize valued at up to \$4,000.

#### **HOW TO ENTER**

Complete the entry form requirements and submit your entry. Only one contest entry is permitted for the duration of the contest period.

#### CONTESTANT SELECTION

One (1) Contestant will be randomly selected as the Prize winner during the Contest Period (the "Contest Attempt").

If any randomly selected and the entrant does not meet the eligibility requirements they will be disqualified. The Contest Administrator will then select an alternate Contestant by randomly selecting the next entry until an eligible Contestant is identified.

Contestants may win in the Contest a maximum of one (1) time during the entire Contest Period. Any Contestant must be the participant who originally submitted the entry to participate in the Contest. The entry may not be transferred to any other individual at any time during the contest. No family members, friends, office associates, or any other person will be allowed to participate in the Contest on another person's behalf. The Contestant must provide their own name and birth date. If a Contestant uses a false name or birth date, they will be immediately disqualified from the Contest and be ineligible to win any Prize.

All Contest entry information must be complete and accurate. The Contest Administrator will not award a Prize to any Contestant not meeting all eligibility requirements at the time of the Contest entry.

## **PRIZE AWARDS & DELIVERY**

Winner will be selected the week of December 5, 2022 and notified by email and phone.

In the event that a Contestant exactly matches the information in which the Contest Administrator has announced to that particular Contest Attempt, then said Contestant will be eligible to claim the Prize, subject to approval and verification of compliance with the Contest Rules.

## **DEADLINE FOR CLAIMING PRIZE**

The Winning trip can be booked to occur any time from December 26, 2022, through to August 31, 2023.

## **DECLARATION AND RELEASE OF PRIZE WINNERS**

By accepting the Prize, Prize Winner must:

Sign a standard form confirming that by entering the Contest:

- a) they read, understood and accepted the Contest Rules;
- b) they confirm their eligibility in the Contest and compliance with the Contest Rules;
- c) their acceptance of the Prize as offered;
- d) they freely and voluntarily agree and do hereby assume any and all risks of personal injury, illness, or death arising out of or connected with their participation in the Contest and winning the Prize; and
- e) they (including their heirs, administrators, personal representatives or executors), releases the Contest Sponsors and their parent companies, subsidiaries, affiliates, employees, directors, officers, suppliers, agents, sponsors, advertising and promotional agencies and administrators (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize including without limitation, costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from and notwithstanding that such costs, injuries or losses may have been caused solely or partly by any act, omission, negligence or gross negligence of any or all of the Releasees:

#### PRIZES TO BE ACCEPTED AS AWARDED

Subject to what is otherwise provided for herein, the decision of the Contest Sponsors is final. Prize must be accepted as awarded. No portion of the Prize is transferable. Prize is not redeemable for cash and no substitute for any portion of a Prize is offered. Should a Prize Winner be unable to claim a Prize as awarded, their entry will be forfeited.

#### PRIZE SUBSTITUTION

Prize portions are non-exchangeable, non-transferable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions. The Contest Sponsors reserve the right, in their sole discretion, to substitute and/or modify a Prize, or Prize portion, with a prize of equal or greater value for any reason. Should a Prize Winner be unable to claim their Prize or Prize portion as awarded, their rights to claim such Prize or Prize portion will be forfeited.

#### OTHER EXPENSES

Prize Winners are responsible for all costs associated with their Prize (the "Expenses"). Each Prize Winner understands that they may not seek from the Releases reimbursement for their Expenses.

## NO REPRESENTATIONS OR WARRANTIES

The Contest Sponsors make no representation or offers, nor do they provide any warranty, express or implied, as to the quality or fitness of the Prize. Prize Winners understand and acknowledge that they may not seek reimbursement or pursue any legal or equitable remedy from the Releasees should a Prize fail to be fit for its purpose or is in any way unsatisfactory to the Prize Winner.

### TERMINATION/MODIFICATION

Subject to applicable law, the Contest Sponsors reserve the right to cancel, suspend, terminate, modify the Contest Rules or administration of the Contest, in whole or in part, without prior notice with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, tampering, fraud, corruption of security or other causes beyond the control of the Contest Sponsors.

### **OWNERSHIP OF ENTRIES**

All entries shall become the property of the Contest Sponsors and their advertising and promotional agencies. The Releases assume no responsibility for lost, stolen, destroyed or otherwise indecipherable entries due to any failure or technical malfunction of the telephone network, on-line computer systems of equipment, servers, access providers, software, poor reception, technical problems, failure of any email or submission or due to any other reason regardless of cause.

### **PUBLICITY**

By participating in the Contest, each participant, including each Prize Winner consent to the use of their name, city of residence, photograph, voice, likeness, image or any other aspect of their personality for any publicity and programming purposes, commercial or otherwise, in all media used by the Contest Sponsors, promoters and their advertising and promotional agencies, without any payment or compensation.

## CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION

By entering the Contest and voluntarily providing personal information including, but not limited to, name, address, city, email address, home and office telephone numbers (the "Registrant Information"), each Contestant grants permission to the Contest Sponsors to collect and use the Registrant Information for the purpose of administering the Contest and selecting the Prize Winner. Further correspondence may take place between the Contest Sponsors and the participants in connection to the information provided.

## **TAMPERING**

If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Contest Sponsors that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or Prize. The Contest Sponsors further reserve the right to disqualify, from the Contest and future contests of the Contest Sponsors, any individual who

tampers with or in any way corrupts the entry process. The Contest Sponsors may prohibit a participant from participating in the Contest or winning a Prize if, the Contest Sponsors, in their sole discretion, determine that said participant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other participant or the Contest Sponsors representatives. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, the Contest Sponsors reserve the right to seek remedies and damages (including lawyers' fees) from any such participant or any other individual to the fullest extent permitted by law, including criminal prosecution.

### LIMITATION OF LIABILITY

By entering the Contest, the participant agrees that the Releasees shall have no liability and shall be held harmless by the participant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use, enjoyment or misuse of any Prize, or while preparing for, participating in any Contest-related or Prize-related activity. The Releasees are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by any of the Releasees, users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions that may cause damage to a user's system or limit a potential participant's ability to participate in the Contest.

## **COMPLIANCE WITH CONTEST RULES**

All participants agree to abide by the Contest Rules, which are subject to change at the sole discretion of the Contest Sponsors.

## **COMPLIANCE WITH LAWS**

This Contest is void where prohibited by law and is subject to all applicable federal, provincial, territorial and municipal laws and regulations of Canada.