

Destination Toronto's Year-Prior Daily Prize Contest

Official Rules and Regulations

1. THE CONTEST PERIOD

The Contest entry period commences on September 29, 2022 and concludes on October 2, 2022.

2. ELIGIBILITY

The Contest is open to registered attendees of the American Society for Surgery of the Hand (ASSH) 77th Annual Meeting in Boston, Massachusetts, USA who are eighteen (18) years of age or older.

3. THE PRIZE(S) AND THE PRIZE VALUES

1. Daily Prize options include the following:

- Explore Toronto like a local (gift card value \$150 CAD)
- Dig into Toronto's decadent food scene (gift card value \$150 CAD)
- Shop like a local (gift card value \$150 CAD)

4. HOW TO ENTER

Visit the Destination Toronto booth for details to access the contest entry page. Complete the entry form requirements and submit your entry. Only one contest entry is permitted per attendee per day for the duration of the contest period.

5. CONTESTANT SELECTION

- a. One (1) Contestant will be randomly selected to participate in each contest attempt scheduled by the Contest Sponsors throughout the entire Contest Period (the "**Contest Attempt**").
- a. If any randomly selected and the entrant does not meet the eligibility requirements, he or she will be disqualified. Contest Administrator will then select an alternate Contestant by randomly selecting the next entry until an eligible Contestant is identified.
- b. 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 his or her own name and birth date. If a Contestant uses a false name or birth date, he will be immediately disqualified from the Contest and be ineligible to win any Prize.

- c. Proof of age, identity and eligibility must be provided to Contest Administrator upon request. In this regard, to claim a Prize, Contestant must furnish to Contest Administrator:
 - i. a valid driver's license or government picture ID card;
 - ii. a valid health card;
 - iii. a valid birth certificate; and
 - iv. his or her name, complete address, phone number and mother's maiden name.
 - v. a valid passport

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.

- vi. Following the random selection of each Contestant and prior to attempting the Contest, the Contest Administrator will require the Contestant to identify his or her complete name, address, and phone number and confirm that the Contestant is in possession of a valid driver's license or government picture ID card, valid health card, valid birth certificate, and mother's maiden name.
- vii. After confirming the Contestant eligibility, the Contest Administrator will then e-mail the contestant, confirm their information, request necessary information for the prize, and once the prize is ready, they will get a call to sign the waivers and pick up their prize.

- d. Subject to what is provided in the Contest Rules, the decisions of the Contest Sponsors are final, and the Prize must be accepted as awarded.

6. PRIZE AWARDS & DELIVERY

- a. **Daily Prizes:** 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 Daily Prize, subject to approval and verification of compliance with the Contest Rules.

7. DEADLINE FOR CLAIMING PRIZE

In the event of a Prize Winner, the Contestant will be required to provide sufficient personal identification to the Contest Sponsors. Such provision of personal identification includes the Contestant's valid driver's license or government issued identification, valid health card and original birth certificate (as outlined in subsection 4.5 of the Contest Rules). Failure to provide the required documents and information within the required time limit will result in forfeiture of the Prize. The deadline to claim the prize is three (3) months from the date they won the contest.

8. DECLARATION AND RELEASE OF PRIZE WINNERS

Before being awarded a Prize, each Prize Winners must:

- a. Attend the upcoming conference in Toronto the following year.

- b. Present his or her valid driver's license or valid government issued photo identification, valid health card, and original birth certificate to the Contest Sponsors. The information on the identification documents must match exactly the information provided by the Contestant during the Contest text message and e-mail.
- c. Sign a standard form confirming that by entering the Contest:
 - a) he or she read, understood and accepted the Contest Rules;
 - b) he or she confirms his or her eligibility in the Contest and compliance with the Contest Rules;
 - c) his or her acceptance of the Prize as offered;
 - d) he or she freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the Contest and winning the Prize; and
 - e) that he or she (including his or her 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;

9. 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, his or her entry will be forfeited.

10. 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 his or her Prize or Prize portion as awarded, his/her rights to claim such Prize or Prize portion will be forfeited.

11. OTHER EXPENSES

Prize Winners are responsible for all costs associated with their Prize (the "**Expenses**"). Each Prize Winner understands that he or she may not seek from the Releases reimbursement for his or her Expenses.

12. 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.

13. 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.

14. OWNERSHIP OF ENTRIES

All entries shall become the property of the Contest Sponsors and their advertising and promotional agencies. The Releasees 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.

15. PUBLICITY

By participating in the Contest, each participant, including each Prize Winner consent to the use of his or her name, city of residence, photograph, voice, likeness, image or any other aspect of his or her 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.

16. 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 exclusive purpose of administering the Contest and selecting the Prize Winner. No correspondence will take place between the Contest Sponsors and the participants except in connection with the Contest and, in the case of a Prize Winner, as a result of entering the Contest and winning a Prize.

17. 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 an participant or any other individual to deliberately damage any web site 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.

18. 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.

19. WHERE CONTEST RULES AND REGULATIONS AVAILABLE

These Contest Rules are available online at: <https://www.destinationtoronto.com/year-prior-hitec-2023/contest-entry-confirmation/>

20. 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.

21. 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.