

## **Beach Village BIA Retro Photo Contest “Official Rules”**

**THIS CONTEST IS FOR RESIDENTS OF CANADA ONLY (EXCLUDING QUEBEC) AND WILL BE INTERPRETED AND SUBJECT TO ALL CANADIAN FEDERAL, PROVINCIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.**

The Beach Village BIA Retro Photo Contest (the “Contest”) is administered by The Board of Management for the Beach Village BIA (the “Sponsor”). Any comments or complaints regarding the Contest should be directed to the Sponsor at 1971 Queen Street East, Unit 203, Toronto, Ontario M4L 1H9.

These Official Contest Rules and Regulations (the “Rules”) govern the Contest.

### **1. CONTEST PERIOD:**

The Contest is run by the Sponsor and will take place from Wednesday, April 10, 2019, at 12:00:01 p.m. Eastern Time ("ET"), to Wednesday, April 24, 2019, at 11:59 p.m. ET, (the "Contest Period"). Contest Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest, and select winners from previously received applicable eligible entries.

### **2. ELIGIBILITY:**

The Contest is open to all legal residents of Canada (excluding Quebec) who:

- i) Have reached the age of majority in their province of residence;
- ii) Are not employees, representatives or agents of the contest sponsor, their respective advertising and promotional agencies, and members of the immediate family (parents, children, siblings and spouse, regardless of where they live);
- iii) Have read and accepted and agreed to comply with these Rules.

Contest is subject to all applicable federal, provincial, territorial, municipal, and local laws and regulations.

### **3. Prize:**

**One \$250.00 CAD prize presented in form of a gift certificate to the business of their choice within the Beach Village BIA boundaries.** Retail Value (“RV”): \$250.00 CDN

Winners are solely responsible for payment of any applicable taxes and reporting any taxable income associated with the prizes. Prizes cannot be substituted or transferred to a third party. Gift card prizes are subject to any and all terms and conditions which may be contained thereon. Any additional costs not described in these Rules as part of prize draws that are incurred in collecting and using the prizes are the winners’ responsibility.

*The prizes must be accepted as awarded. The prizes may not be sold or transferred and are not convertible to cash. Any taxes and other incidental charges on the prizes are the sole responsibility of the winner.*

**4. Agreement to Official Rules:** By participating in the Promotion, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion.

**5. How to Enter:** Entrants submit their retro photos to the Beach Village BIA by email. All submissions must be sent to [office@thebeachvillage.com](mailto:office@thebeachvillage.com). The photos must be your own photo and must have been taken within the Beach Village BIA boundaries.

All entrants agree to let the BIA use their photos for marketing purposes, both digitally and print.

No purchase necessary.

Entrants may enter the Contest as many times as they like. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected posts, which will be disqualified.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.**

**7. Prize drawing:** The Beach Village BIA will form a committee to select the winner of the photo. The committee will consist of two Beach Village BIA board members and two business members of the Beach Village BIA. The winner will be announced on Friday, April 26, 2019.

**8. Verification of Potential Winners:** Selected entrants will be notified by the email used to submit their entry. In the event any potential winner does not respond to such notification within five (5) business days, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsor, the potential winner will be disqualified and, time permitting, an alternate potential winner may be selected from among remaining eligible entries received during the applicable Entry Period, or the prize may be cancelled.

To be declared a winner and be able to claim prize, each person whose name is drawn at random must:

- i) Correctly answer, without assistance of any kind whether mechanical or otherwise, a mathematical skill-testing question administered by the Sponsor,
- ii) May be required to provide proof of identification to confirm eligibility or to claim a prize. Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated.

Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised.

If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

**9. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's use of winner's name, likeness, voice, opinions, biographical information, hometown and province for promotional purposes in any media, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. These Official Rules are subject to change without notice in order to comply with any applicable federal, provincial, territorial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.

**11. Entrant's Personal Information:** By entering the Contest, entrants consent to Sponsor's collection, use and disclosure of personal information for the duration of the Contest for the purpose of administering the Contest as described in these Official Rules.

**12. Release:** By participating in this Promotion, and/or receipt of the prize, the entrants and applicable winners agree to release and hold harmless the Sponsor, the Administrator and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, or infringement of any third party intellectual property rights, arising out of participation in the Promotion, or receipt or use or misuse of any prize, or the use of personal information. Winners must sign declaration and release forms, and such other supporting documentation that the Sponsor may request, to give effect to such release.

**13. Limitations of Liability:** Released Parties are not responsible for, and entrants release and hold the Released Parties harmless for:

- (i) Stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled or garbled entries, transmissions, email, mail, or other communications;
- (ii) Any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (iii) Technical failures of any kind, including but not limited to the malfunctioning or interruption of any computer, cable, network, hardware or software;
- (iv) Printing, typographical, or other errors appearing in these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- (v) Incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment of programming associated or used in connection with the Contest;
- (vi) Any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which injury or damage may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use of misuse of any prize;
- (vii) Anyone being incorrectly or mistakenly identified as a winner or potential winner; or
- (viii) Any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize winner, or the cancellation or postponement of any event.

**14. Governing Law:** Entrant agrees that under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Province of Ontario, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

**15.** If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remained of these Official Rules will otherwise continue to be legally binding.