

Show & Stay Giveaway 2024 Rules & Regulations

OFFICIAL RULES & REGULATIONS

Show & Stay Giveaway 2024 (the "Contest")

THIS CONTEST IS OPEN ONLY TO CANADIAN RESIDENTS WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER. NO PURCHASE NECESSARY.

1. **Contest Sponsor(s):**
 - a) Huntsville Festival of the Arts (the "Contest Sponsor"), 37 Main St E, Huntsville, ON P1H 2B8
 - b) Deerhurst Resort (the "Contest Sponsor"), 1235 Deerhurst Dr, Huntsville, ON P1H 2E8
 - c) Lake of Bays Brewing (the "Contest Sponsor"), 2681 Muskoka District Road 117, Baysville, ON P0B 1A0
2. **Eligibility:** The Contest is open only to residents of Canada who are 18 years of age or older at the time of entry, except employees and representatives of the Contest Sponsor, its affiliates, and persons domiciled with any of the above.

Online access and an Instagram account is required to participate in this Contest. Many public libraries, retail businesses and others offer free access to computers, and email accounts are free.

1. **Agreement to Official Contest Rules:** By participating in the Contest, you fully and unconditionally agree to and accept the Official Contest Rules and the decisions of the Contest Sponsor and its Contest administrators, which are final and binding in all matters related to the Contest.
2. **Contest Period:** The Contest begins at **12:00 p.m.** on **September 12th, 2024**, and ends at **12:00 p.m.** on **October 3rd, 2024** (the "Contest Period"). All times refer to Eastern Time throughout the Contest.
3. **HOW TO ENTER THE CONTEST:** NO PURCHASE NECESSARY. During the Contest Period, an eligible person may enter the Contest by subscribing to the contest mailing list online. http://eepurl.com/isWx_s

BY SUBMITTING AN ENTRY, YOU ARE REPRESENTING AND WARRANTING THAT YOUR ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE OFFICIAL CONTEST RULES. YOUR REPRESENTATIONS AND WARRANTIES ARE CONTINUING REPRESENTATIONS AND WARRANTIES. THEY MUST BE TRUE AT ALL TIMES DURING THE CONTEST. THE RELEASED PARTIES (AS DEFINED IN RULE 8) WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE ENTRY BY THE CONTEST SPONSOR. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE OFFICIAL CONTEST RULES.

Prize: There will be a total of one (1) prize package (the "Prize") available to be won in this Contest. The Prize consists of the following:

1. One night stay for two in a Pavilion guest room on Sunday, October 6, 2024, and access to the indoor pool, hot tub, fitness room and hiking trails.
2. Two tickets to see Tom Cochrane performing live at Deerhurst on Sunday October 6, 2024.
3. Dinner for two at Lake of Bays Huntsville Brewhouse (Located at 59 Main St E in Huntsville, Ontario) on October 6, 2024. Dinner for two includes two entrees, 2 complimentary beverages and a sharable appetizer.

The total approximate retail value of the **Prize** is CAD 520.00. Any difference between the stated and actual values will not be awarded. The Prize does not include travel expenses.

The Prize is subject to certain restrictions, including:

1. the confirmed Winner must be a Canadian resident (excluding Quebec) and be 19 years of age or older at the time of entry;
2. the Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash;
3. if the confirmed Winner and/or his/her guest(s) do not utilize any part(s) of the Prize, then any such part(s) not utilized will be forfeited with no credit owing for any unused portion of the prize;
4. the Contest Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value;
5. the Contest Sponsor shall not be responsible for transportation, food, beverages, incidental charges or any other expenses or liabilities that occurred in accepting or using the Prize;
6. all characteristics and features of the Prize (and of each Prize element), except as otherwise explicitly stated above, are at the Contest Sponsor's sole and absolute discretion;
7. the Contest Sponsor and Prize Providers will in no way be responsible or liable in the event that any part of the Prize is unavailable;
8. by accepting the Prize, the confirmed Winner agrees to waive all recourse against the Contest Sponsor, (collectively "Prize Providers") relating to his/her participation in the Prize or if the Prize or a component thereof does not prove satisfactory, either in whole or in part;
9. **Odds of Winning:** The odds of winning will depend on the total number of eligible entries received during the Contest Period;
10. **Winner Selection:** A draw for the Prize will be held at **1:00 p.m.** on **October 3rd, 2024**, in Huntsville, Ontario, from among all eligible entries received during the Contest Period. The Contest Sponsor or its representatives will make reasonable attempts to contact the selected entrant at the contact information provided in respect of his/her Contest Entry on October 3rd, 2024. If a selected entrant cannot be directly contacted or has not personally responded within **two (2) days of the date when contact was first attempted**, is not eligible in accordance with these Official Contest Rules or does not otherwise comply with these Official Contest Rules, then the selected entrant is disqualified and will not receive the Prize and another entrant may be selected at the Contest Sponsor's sole discretion. The selected entrant will be required, as a condition of winning the Prize, to correctly answer, without the assistance of any kind, the Sponsor's time-limited,

mathematical skill-testing question to be administered by phone by the Contest Sponsor.

The selected entrant must sign and return to the Contest Sponsor **within two (2) days** of receipt a Prize Acknowledgement and Release Form in a form satisfactory to Contest Sponsor, which includes a standard declaration of compliance with the Official Contest Rules and release of Contest Sponsor and their affiliated and related companies, advertising and promotional agencies, and its shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any liability in connection with the Prize or the Contest in a form satisfactory to Contest Sponsor in order to be awarded the Prize. Failure to sign and return the Prize Acknowledgement and Release Form within two (2) days of receipt will result in forfeiture of the Prize and selection of another entrant. The guest(s) of the Prize Winner must also sign a release to participate in the Prize. The Prize will be delivered to the confirmed Winner after receipt of properly executed Release Forms. By accepting the prize, the winner grants to the Contest Sponsor or its designated representative the authorization to photograph the Winner at the time of prize delivery.

General:

The Contest Sponsor and Prize Providers reserve the right to use the winner's name, city of residence, comments, likeness, photograph, voice and statements without further compensation in connection with any advertising and publicity carried out by or on behalf of the Contest Sponsor in relation to the Contest, in any media throughout the world in perpetuity. The first name or initials and city name of the Winner may be posted on the Contest Sponsor(s) website. The Contest Sponsor is not responsible for any human, technical, hardware, software or telephone failures of any kind, or lost or unavailable network connections or garbled or deleted computer network transmissions, or failed, incomplete, garbled, misdirected or lost entries or inaccurate capture of entry information, even if it limits the ability to participate in the Contest. Any entry that occurs after a system failure is deemed a defective entry and is void and will not be honoured. The Contest Sponsor and Prize Providers are not responsible for any injury or damage to persons (including the winner and guest) or property arising from the Contest or the Prize, or which may be caused, directly or indirectly, in whole or in part, from accessing or transmitting any material from the Website regardless of whether the material was prepared by the Contest Sponsor or a third party or is connected to the Website by hyperlink. All entries must be received during the Contest Period. All entries and prize claims are subject to verification by the Contest Sponsor and will be void if not obtained by legitimate channels, or if not original, or if obtained other than in compliance with these Official Contest Rules. The Contest Sponsor will not accept screenshots or other evidence of winning in lieu of its verification process. Proof of sending any portion of an entry or claim is not proof of receipt. All entries become the property of the Contest Sponsor and will not be returned.

Online entries must be made only by the original, manual keystrokes of the individual entrant. Use of any automated system, including robotic or form-filling software to enter or participate is prohibited and will result in disqualification of all entries by anyone using such assistance.

The Contest 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 Contest or to be acting in violation

of these Official Contest Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, the Contest Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Contest Sponsor's failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision.

The Contest Sponsor reserves the right to terminate or suspend this Contest or to amend the Official Contest Rules at any time and in any way without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, the Contest Sponsor reserves the right to cancel the Contest and conduct a draw from all previously received eligible Entries. The Contest Sponsor shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest.

By entering this Contest, each entrant expressly consents to the Contest Sponsor and its representatives, storing and using the personal information submitted with his/her entry only for the purpose of administering the Contest in accordance with these Official Contest Rules and the Contest Sponsor's privacy policy (<https://huntsvillefestival.ca/about/privacy-policy/>). This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information. Unless you have indicated otherwise, your email address will be used only for purposes related to this Contest, including sending you email reminders about the Contest, and not for any other purpose.

The Contest is subject to all applicable laws.