

You Are Here Campaign Contest Official Contest Rules

- 1. Agreement:** These rules (the “Contest Rules”) govern the “You Are Here Campaign Contest” (the “Contest”). It is a condition of participating in the Contest that the entrant agrees to be bound by these Contest Rules and the conditions set out herein governing the Contest. The act of entering the Contest constitutes acceptance of the Contest Rules and the decisions of the Contest judges, which decisions shall be final and binding upon all entrants.
No purchase is necessary to enter the Contest.
- 2. Administrator:** The Contest Administrator is The Corporation of the City of St. Catharines (the “Administrator”). The Contest is administered, managed, directed, controlled, run and overseen solely by the Administrator.
- 3. Contest Partners:** The Contest Partners are Niagara Wine Festival (collectively the “Contest Partners”).
- 4. Eligibility:** The Contest is open to all residents of Canada and United States who have attained the age of nineteen (19), except for any employees of the Administrator, Contest Partners, their immediate families and anyone living with any employee of the Administrator, Contest Partners or their corporate affiliates, advertising or promotional agencies. The issuance of Contest entry to any such individual and the receipt of Contest entry by or on behalf any such individual is prohibited. Prizes for winning Contest entries presented by or on behalf of such individual will not be awarded, regardless of how or when such Contest entries were acquired. **Limit of one entry per person per day.** Incomplete or illegible entries, bulk drop offs, photocopies, scanned copies, facsimiles or other mechanically or electronically reproduced Contest entries will not be accepted and will be disqualified.
- 5. Contest:** To enter the Contest, access the Contest website at www.tourismstcatharines.ca, read these Contest Rules, and follow the instructions to enter during the Contest period (a valid email address will be required).
The Contest period begins on **May 15 2019 at 12:01 a.m. ET** and ends on **June 9, 2019 at 11:59 p.m. ET**. The potential winner will be chosen by random draw, which may be held by any means and at such time and place as the Administrator determines. The random draw will take place on **Monday, June 10 at 10:00 a.m. ET**. In the event the random draw cannot be held on the date and time fixed, such draw shall be held when practicable.
- 6. Results:** The potential winner will be contacted by telephone or email by a representative of the Administrator, **and must reply and claim the prize within forty-eight (48) hours of contact to maintain eligibility.** If the potential winner cannot be contacted and/or fails to respond to any attempted contact within the required time period, such potential winner will be disqualified, his/her entry will be declared null and void and the Administrator reserves the right, in its sole and absolute discretion, to select at random another eligible entry, in which event these provisions shall apply to such another eligible entry. The Administrator reserves the right to satisfy itself as to the validity of any Contest entry that is presented as a winning entry, by means of such authentication and validation tests, requirements and procedures as it may from time to time determine, and to declare that a Contest entry which does not pass, meet, or fulfil such tests, requirements or procedures is void. **In order to win, the potential winner must correctly answer a mathematical skill-testing question, without assistance or mechanical or electronic aid.** The Administrator does not recognize protests, overturned decisions or amended results, after the Administrator has entered the final result of the event.

7. **Prizes:** There is one (1) prize packages available to be won, with a total approximate retail value ("ARV") of \$450.00 CDN per package, consisting of:

1) Niagara Homegrown Wine Festival Winning Weekend in St. Catharines!

May 15 – June 9, 2019

Enter to win a Winning Weekend in St. Catharines and enjoy:

- Two (2) tickets to the Niagara Homegrown Wine Festival **TD Tailgate Party**. Valid Friday, June 15, 2019 6:00 pm-10:30 pm. Redeemable at 13th Street Winery
- Two (2) **Niagara Discovery Passes** redeemable at wineries across Niagara. Valid June 15-16 and 22-23, 2019
- Two (2) tickets to the Niagara Homegrown Wine Festival **RBC Brunch in the Vineyard**. Valid Sunday, June 23, 2019 11:00 am-2:00 pm. Redeemable at Jackson-Triggs Winery.

- **Disclaimer:** The winner and his/her travel partners are responsible for transportation and all other costs and expenses not listed above, including but not limited to gratuities, food, beverages, entertainment, merchandise, souvenirs, local and long distance telephone calls, medical expenses, taxes, travel and cancellation insurance, travel visas and all personal expenses of any kind are not included and are the sole responsibility of the winner and his/her travel partners. The winner and his/her travel partners must have all the necessary identification and documents to permit travel.

No responsibility is assumed by the Contest Administrator and/or Contest Partners for cancelled, delayed, suspended or rescheduled events or travel for any reason whatsoever. Accommodations and excursions are subject to availability. Blackout dates and other conditions and restrictions may apply. Vouchers have no cash value and are not valid with any other offers or promotions. No refunds or cash back. If the winner is unable or unwilling to accept or otherwise redeem the prize on the terms it is awarded, the prize shall be deemed forfeited and no cash or substitutes will be provided in whole or in part.

The winner must attend at 50 Church St, St. Catharines, ON L2R 7C2, Monday to Friday 8:30am to 4:30pm to collect the prize won. If a selected winner does not claim the prize within five (5) days of notification, the next eligible entry will be selected by random draw and will be contacted, and the first selected entrant will have no further claim to the prize. **The Administrator will not mail or courier the prize** and is not responsible for unclaimed prizes. Any taxes and/or fees imposed on or in connection with winnings by United States residents in accordance with US tax or other laws or legislation or for any reason in any jurisdiction are the sole responsibility of the winner. No warranties or guarantees of any kind are given by the Administrator and/or Contest Partners.

8. **Release:** Prior to receiving the prize, the winner will be required to show valid photo ID and to sign a declaration of eligibility and release form releasing the Administrator, Contest Partners and any and all related parties from any and all liability in connection with the Contest and/or the prize, confirming compliance with the Contest Rules and consenting to the use of his or her name and photograph, without further compensation, in any publicity carried out by the Administrator and/or its advertising and promotional agencies. The signed form must be received by the Administrator within forty-eight (48) hours of notification or the prize may be forfeited and awarded to an alternate entrant.

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10. Privacy: the Administrator and its affiliates use Contest entrants' personal contact information to administer this Contest, including contacting, announcing and promoting the prize winner. In addition, the Administrator and its affiliates may use this information to send Contest entrants offers or information from the Administrator, its affiliates and from selected sponsors, Contest Partners or advertisers ("Marketing Offers"). If a Contest entrant does not wish to receive Marketing Offers, he or she may opt-out at any time by: following the instructions at the bottom of any email Marketing Offer he or she receives. He or she may also opt-in to receive newsletters, emails and other promotions from the Administrator, its affiliates, and from any of its Contest Partners. If he or she chooses to opt-in, his or her email address will be shared with the Administrator its affiliates and Contest Partners, as set out herein.

11. Banning: the Administrator may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the Contest Rules. Such abuse includes but is not limited to entering false information and entering more than once per day.

12. Other: Odds of winning depend on the number of eligible entries received.

This Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. The Administrator reserves the right to cancel or modify the Contest or the Contest Rules at any time without notice.

All prizes must be accepted as awarded, are non-transferable and are not convertible to cash. All prizes are awarded as-is and no warranties or guarantees are implied or expressed or of any kind are given by the Administrator and/or its Contest Partners. The Administrator reserves the right to substitute any prize or portion of the prize with a prize of equal or greater value.

The Administrator and Contest Partners are not liable for any lost, late, misdirected or stolen entries or inability to process entries, or any errors, injury, loss, damage or negligence that may arise in connection with this Contest, including technical failures on the part of any website, Contest software, viruses, website disruptions, malfunctions, website down-time, human error or property damage incurred by any Contest entrant.

The Administrator and Contest Partners are not responsible for any errors or omissions in printing or advertising this Contest. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all entries by anyone using such assistance. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

13. Miscellaneous: The Administrator may amend these Rules at any time and in any manner. The headings in these Rules are for convenience of reference only and do not affect the interpretation of these Rules.