

Kimpton Friends For Life! Walk Giveaway 2018

1. **ENTRANT ELIGIBILITY:** To become an entrant (the "Entrant(s)") and be eligible to win the prize pack, a person must, at the time of entry into the Contest and at the time of awarding the prize (as applicable): (a) be an individual legal resident of Canada; (b) be located in Ontario; (c) be of the age of majority in his/her province or territory of residence; and (d) not be an employee of the Ontario SPCA.
2. **CONTEST PERIODS:** The Contest commences at 8:00:01 AM (ET) on August 15, 2018 and will end at 11:59:59 PM (ET) on August 31, 2018, (the "Contest Period"). All Submissions must be received during the Contest Period by no later than 11:59:59 PM (ET) on August 31, 2018 (the "Contest Closing Date").
3. **HOW TO BECOME AN ENTRANT:** To become an Entrant, you must ensure that you: (i) raise a minimum of \$200 online as a registered Friends For Life! Walk 2018 participant
4. **LIMIT OF NUMBER OF ENTRIES:** There is a limit of one (1) Entry per person during the Contest Period.

The Releasees (defined below) will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete Entries, all of which will be void.

5. **SUBMISSION REQUIREMENTS:** Upon submission, each Entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Submission, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Submission in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Releasees") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action. For greater certainty, the Sponsor reserves the right, in its sole and absolute discretion at any time during the Contest, to modify, edit or remove any Submission, or to request an entrant to modify or edit his/her Submission, if a complaint is received with respect to the Submission, or for any other reason.

By participating in the Contest, each Entrant agrees to be bound by these Rules and by the interpretation of these Rules by the Sponsor, and further warrants and represents that his/her entry

- i. does not violate any law, statute, ordinance or regulation;
- ii. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and is not defamatory

7. THE PRIZE: There is one (1) Kimpton prize available to be won. The Prize consists of a one night stay at the Kimpton Saint George in Toronto in a deluxe room. Blackout dates apply.

(i) The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash and cannot be sold; (ii) 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 a prize component of equal or greater value, (iii) by accepting the Prize, the winner agrees to waive all recourse against the Releasees (defined below) if the Prizes or a component thereof does not prove satisfactory, either in whole or in part.

8. SELECTING A WINNER: The winner of the prize pack will be randomly selected by the Sponsor.

In order to be declared the confirmed winner of the prize, the selected entrant will be required to respond to their notification with a mailing address within 10 days of being notified.

9. GENERAL: The Releasees do not assume any responsibility and are not responsible for: (i) the incorrect or inaccurate capture of any information; (ii) Submissions which fail to comply with these Rules; (iii) any loss, damage, or claims caused by the awarded Prize or the Contest itself; (iv) any failure of the Website or Application during the Contest Period, including any problems, human or technical error, printing errors, lost, delayed, garbled data or transmissions, omissions, interruption, deletion, defect or failures of any telephone or computer lines, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail; or on-line entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer or other device related to or resulting from downloading any material in the Contest, all of which may affect a person's ability to participate in the Contest; or (v) any other matter whatsoever. Submission that has been tampered with or altered are void.

10. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with: (i) the laws of the Province of Ontario and construed in accordance with the Federal, Provincial, and Municipal laws applicable therein in respect of residents of the other Canadian provinces and territories, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. THE PRIZE IS AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SPONSOR OR THE PRIZE PROVIDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE. All product warranty claims are the obligation of the manufacturer.

11. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant, Entry or Submission with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

12. CONSENT TO USE PERSONAL INFORMATION: The Sponsor respects your right to privacy. To view the Sponsor's privacy statement, visit <http://www.ontariospca.ca/privacy-statement.html>. By participating in this Contest, you expressly consent to the Sponsor, its agents and/or representatives, storing, sharing

and using your personal information only for the purpose of administering the Contest and in accordance with Sponsor's Privacy Statement, unless you otherwise agree.

13. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest entry form, Website, Application, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.

14. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy statement (see above) unless you otherwise agree. Facebook is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook.

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