

June 12, 2022

## **DOWNTOWN BROCKVILLE BIA TALLSHIPS FESTIVAL SWEEPSTAKES**

### **OFFICIAL CONTEST RULES**

#### **CONTEST PERIOD:**

The Tall Ships Festival Sweepstakes Contest (the “Contest”) begins on June 24, 2022, at 1:00 PM Eastern Time and ends on June 26, 2022, at 5:00 PM Eastern Time (the “Contest Period”).

#### **AGREEMENT TO BE LEGALLY BOUND BY THESE RULES:**

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Contest Rules (the “Rules”).

#### **ELIGIBILITY, METHOD 1:**

The method of entry 1 (“Method 1”) is only open to residents of Ontario who: (a) have reached the legal age of majority in their province/territory of residence at the time of entry; or (b) have not reached the legal age of majority in their province/territory of residence (a “Method 1 Minor”), and whose parent/legal guardian has agreed on his/her own behalf and on such Method 1 Minor’s behalf, that each of them will be bound by these Official Contest Rules; except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Downtown Brockville BIA (the “Sponsor”), its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual or entity involved in the development, production, administration, or fulfillment of the Contest (collectively, the “Contest Parties”).

**NOTE TO METHOD 1 MINORS:** The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis or at any time and for any reason, to contact a Method 1 Minor’s parent/legal guardian for the purposes of verifying his/her: (i) agreement to be legally bound by these Rules on his/her own behalf and on such Method 1 Minor’s behalf; (ii) consent to the Method 1 Minor’s participation in this Contest; and/or (iii) consent to the collection of the Method 1 Minor’s personal information. Failure of a Method 1 Minor’s parent/legal guardian to complete any such required verification to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may, in the sole and absolute discretion of the Sponsor, result in the disqualification of such Method 1 Minor.

#### **HOW TO ENTER, METHOD 1:**

No purchase necessary. To enter the Contest via Method 1, visit the Downtown Brockville BIA booth (Festival Entrance) when festival grounds are open & present your Tall Ships Brochure to receive an entry ballot.

To be eligible, your Method 1 Entry must be submitted and received in accordance with these Rules during the Contest Period.

Obtain and fully complete the Official Method 1 Entry Form (the “Method 1 Entry Form”). You must fully complete the Method 1 Entry Form with all required information and insert into the ballot box located at the Downtown Brockville BIA booth from Friday, June 24 at 1:00 pm until Sunday, June 26 at 5:00 pm.

#### **ENTRY LIMIT, METHOD 1:**

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Rules; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. An Entry may be rejected if (in the sole and absolute discretion of the Sponsor): (i) the Entry is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry is not otherwise in compliance with these Rules (all as determined by Sponsor in its sole and absolute discretion). The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Method 1 Entries or any other Contest-related information (all of which are void).

**VERIFICATION, METHOD 1:**

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Method 1 Entry or any other information submitted (or purportedly submitted) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

**ELIGIBILITY, METHOD 2:**

The method of entry 2 (“Method 2”) is only open to residents of Ontario who: (a) have reached the legal age of majority in their province/territory of residence at the time of entry; or (b) have not reached the legal age of majority in their province/territory of residence (a “Method 2 Minor”), and whose parent/legal guardian has agreed on his/her own behalf and on such Method 2 Minor’s behalf, that each of them will be bound by these Official Contest Rules; except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Downtown Brockville BIA (the “Sponsor”), its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual or entity involved in the development, production, administration, or fulfillment of the Contest (collectively, the “Contest Parties”).

**NOTE TO METHOD 2 MINORS:** The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis or at any time and for any reason, to contact a Method 2 Minor’s parent/legal guardian for the purposes of verifying his/her: (i) agreement to be legally bound by these Rules on his/her own behalf and on such Method 2 Minor’s behalf; (ii) consent to the Method 2 Minor’s participation in this Contest; and/or (iii) consent to the collection of the Method 2 Minor’s personal information. Failure of a Method 2 Minor’s parent/legal guardian to complete any such required verification to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may, in the sole and absolute discretion of the Sponsor, result in the disqualification of such Method 2 Minor.

**HOW TO ENTER, METHOD 2:**

Make a purchase at a participating Downtown Brockville business and show a Tall Ships Passport or bracelet to receive an additional ballot.

To be eligible, your Method 2 Entry must be submitted and received in accordance with these Rules during the Contest Period.

Obtain and fully complete the Official Method 2 Entry Form (the “Method 1 Entry Form”). You must fully complete the Method 2 Entry Form with all required information and insert into the ballot box located at the Downtown Brockville BIA booth from Friday, June 24 at 1:00 pm until Sunday, June 26 at 5:00 pm.

**ENTRY LIMIT, METHOD 2:**

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Rules; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. An Entry may be rejected if (in the sole and absolute discretion of the Sponsor): (i) the Entry is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry is not otherwise in compliance with these Rules (all as determined by Sponsor in its sole and absolute discretion). The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Method 2 Entries or any other Contest-related information (all of which are void).

**VERIFICATION, METHOD 2:**

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Method 2 Entry or any other information submitted (or purportedly submitted) for the purposes of this Contest; and/or (iii)

for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

Collectively, Method 1 Entries, and Method 2 Entries, will be referred to as "Entries".

#### **PRIZE:**

##### **PRIZE DESCRIPTION**

There will be 1 prize (the "Prize"). The Prize consists of:

One Customizable Dirty Berty Paddle Board with a total approximate retail prize value of \$3,000.00CAD. The characteristics and features of the merchandise will be determined in collaboration with the prize donor (Dirty Berty Boards). The winner will communicate directly with the prize donor on all details about board design, production, and prize availability date. Delivery is not included. The winner is responsible for any costs to transport the customized paddle board from Brockville, ON. The merchandise must be accepted as awarded and is not transferable, assignable, or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute this prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award.

##### **PRIZE WINNER SELECTION PROCESS:**

On June 26, 2022 (the "Selection Date") in Brockville, ON at 5:00 PM Eastern Time, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period and such selected entrant will be deemed the potential Prize winner.

The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.

##### **WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of 5 attempts to contact the potential Prize winner (using the information provided at the time of entry) within 10 business days of the Selection Date. If the potential Prize winner cannot be contacted within 10 business days of the Selection Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential Prize winner following the same applicable winner selection procedure described above (with the necessary amendments), in which case the foregoing provisions of this section shall apply to such new potential Prize winner.

##### **WINNER CONFIRMATION PROCESS:**

BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within Seven (7) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of the potential winner's name or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor. If the potential Prize winner: (a) fails to return the properly executed Contest documents within the specified time; (b) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; (c) fails to correctly answer the skill-testing question; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential Prize winner following the same winner selection procedure described above (with the necessary amendments), in which case the

foregoing provisions of this section shall apply to such new potential Prize winner. The Sponsor will have final discretion in selecting the winner in the event of a tie or for any other reason.

**GENERAL CONDITIONS:**

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. **ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.**

The Released Parties will not be liable for: (i) any failure of any website during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

Without limiting the generality of the foregoing, by participating in the Contest, each entrant releases the Released Parties from any and all liability in connection with this Contest and his/her participation therein.

In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to require any individual who purports to be the entrant that submitted the Entry in question to provide proof to the complete satisfaction of the Sponsor (as determined by the Sponsor in its sole and absolute discretion) of being the entrant that submitted such Entry. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification (as determined by the Sponsor in its sole and absolute discretion).

The Sponsor reserves the right, at its sole and absolute discretion to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor, at its sole and absolute discretion reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.downtownbrockville.com>).

This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, at its sole and absolute discretion to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other 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, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials or website(s), including, but not limited to: and entry form, and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.