



## **“LoveTOKingsway Contest”**

### **OFFICIAL CONTEST RULES**

#### **SPONSOR & CONTEST PERIOD**

1. The “LoveTOKingsway” Contest is held by The Kingsway Business Improvement Area (The Kingsway BIA) (the “Sponsor”) [www.thekingsway.ca](http://www.thekingsway.ca) and starts **September 22, 2021 at 12:01 a.m. EST** and closes **December 13, 2021 at 11:59 p.m. EST** (the “Contest Period”) after which time the contest will be closed and no further entries shall be accepted. During the Contest Period, there will be (1) entry period (“Entry Period” as described below).
2. The Contest is intended to be conducted in Ontario, Canada only and shall be construed and evaluated according to applicable Ontario and Canadian Law.

#### **ELIGIBILITY**

3. To be eligible for this contest, an individual must:
  - 3.1 be a legal resident of Ontario, Canada;
  - 3.2 be 19 years of age or older at the time of entry;
  - 3.3 The contest is not open to residents of Quebec. Employees, agents and representatives of the Sponsor, of any company, corporation, trust or other legal entity controlled by or affiliated to them, of their advertising and promotional agencies, suppliers of prizes, material and services related to this Contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse, and any individuals with whom such employees, agents and representatives are domiciled, are not eligible.

#### **HOW TO ENTER**

##### **4. NO PURCHASE NECESSARY**

To enter, proceed as follows before the end of the Contest Period:

- 4.1 Visit Bloor St W & Royal York Rd (Kingsway BIA)
- 4.2 Take a selfie photo with the LoveTO Heart located at Bloor St W & Royal York Rd.
- 4.3 Upload your photo and contact and required information to [www.LoveTOKingsway.com](http://www.LoveTOKingsway.com)
- 4.4 Agree to Contest Rules
- 4.5 Agree to give consent to use photographs in any manner, including: online (Internet, Sponsors websites, Facebook, Twitter, Instagram, and Social media), in print



(advertisements, brochures and posters) or in video, without further notice or compensation.

- 4.6 By entering, you acknowledge that you are a legal resident of Ontario, Canada and be 19 years of age or older at the time of entry, and you agree to be bound by the terms and conditions of these Contest Rules.

## **PHOTO FORMAT AND CONTENT**

### **5. Format and Content**

- Must be submitted in a JPEG, PNG or GIF file format;
  - Must be a Selfie Photo of the entrant with the LoveTO Heart located at Bloor St W & Royal York Rd;
  - Must not be based on another person's Photo;
  - be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons, including persons under the age of 13;
  - not contain any nude, sexually explicit, disparaging, discriminatory, libelous or other inappropriate content of any kind whatsoever;
  - not contain any content that promotes any product or service other than that of the Sponsor;
  - not contain any language suggesting or encouraging illegal activity;
  - not contain anything that infringes or that may infringe anyone's rights, including intellectual property rights;
  - not contain any personal information;
  - not contain any identifiable third-party products and/or trade-marks, brands, logos or copyright, other than those of the Sponsor.
  - not contain any copyrighted works (other than as owned by the eligible Entrant) or third-party content that may be subject to and protected by intellectual property laws, including but not limited to music, artwork, video and photographs;
  - contain entirely original materials that have never before been distributed, shown publicly or published, or selected as a winner in any other contest;
  - not contain any reference to or likeness of identifiable third parties, unless consent has been obtained from all such individuals and such individuals are of the age of majority;
6. If the entrant is using a Photo depicting a person other than entrant, the entrant must first obtain the permission of that person to use their image. The onus for obtaining such consent rests entirely with the entrant. The Sponsor assumes no responsibility for obtaining such consent or for use of posted Photos.



## LIMITS

7. Entrants must respect the following limits, otherwise they may be disqualified:
  - 7.1 Only one (1) entry per person per day per e-mail address.
  - 7.2 Residents of Quebec are excluded from this contest.
  - 7.3 A unique or different photo per entry must be used. The same or substantially the same, Photo cannot be used more than one (1) time in this Contest.
8. By entering, you acknowledge that you are a legal Ontario Canada resident and 19 years of age or older and you agree to be bound by the terms and conditions of these Contest Rules.

## PRIZES:

9. One (1) prize will be awarded to an entrant selected by a random draw for the corresponding Entry Period as described in these Contest Rules. Each entrant is only eligible to win one (1) Prize.

### 10. Grand Prize

There will be two (2) Grand Prize(s) available to be won during the Contest Period described below:

- 10.1 (“First Grand Prize”) - 1 (one), \$500.00 (five-hundred-dollar) gift certificate to a Participating Kingsway BIA Business (must be a member of the Kingsway BIA) having approximate retail value of \$500.00 CDN.
- 10.2 (“Second Grand Prize”) - 1 (one), \$500.00 (five-hundred-dollar) gift certificate to a Participating Kingsway BIA Business (must be a member of the Kingsway BIA) having approximate retail value of \$500.00 CDN.

## DRAW

11. The draw will take place in Toronto on the Contest Draw Dates, at 5pm (ET). One (1) winner and ten (10) backup potential winning entrants will be selected at random, and numbered in order of selection, from among all eligible entries, received during the Contest Period. The winner will be contacted by the Sponsor through e-mail address or by phone.
12. Odds of winning. The odds of an entrant’s entry being selected depend on the number of eligible entries registered and received during the Contest Period.

## ENTRY PERIODS & DRAW DATES

### 13. **Grand Prize Draw**

During the Contest Period, there will be (1) Entry Period as follows:



Entry Period	Start Date (all at 12:01 am EST)	End Date (all at 11:59 pm EST)	Prize to be Awarded	Draw Date
1	September 22, 2021	December 13, 2021	Grand Prize	December 16, 2021

**AWARDING OF THE PRIZE**

14. To be declared a winner, a selected entrant must:

- 14.1 After being contacted by the Sponsor through e-mail address or by phone, provide an answer within the next forty-eight (48) hours. Failure to do so will result in the entrant’s disqualification and a new potential winner will be selected.
- 14.2 Correctly answer the mathematical skill-testing question that will be emailed or asked during a telephone call to take place at a mutually agreed upon time.
- 14.3 Each Selected Entrant may also be required to sign and return within five (5) business days of notification the Release Form, which (among other things): (a) confirms compliance with these Official Rules including eligibility requirements; (b) acknowledges acceptance of the Prize as awarded; (c) releases the Contest Parties and each of their respective agents and associated companies and each of their respective officers, directors, employees, successors and assigns (collectively, the “Releasees”) from any and all liability in connection with this Contest, the potential Prize winner’s participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (d) agrees to the publication, reproduction and/or other use of the potential Prize winner’s name, address, voice, statements about the Contest, photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast and the internet.
- 14.4 Upon request and in a timely manner, provide a piece of photo identification.

15. Failure to comply with one of the conditions mentioned in these Contest Rules or to accept the prize will cause the selected entrant to be disqualified. In such a case, the Sponsor may, at its sole discretion, cancel the prize or contact a new potential winner from the ten potential winners randomly drawn (as indicated in DRAW above) until an entrant is declared a winner.

16. Within (30) days following the receipt of the duly completed and signed Release / Declaration Form, the Sponsor will contact the winner with instructions on how to claim their prize.

**PARTICIPATING BUSINESSES**

17. Participating Businesses are located within boundary in the map in Schedule “A” and must be a Kingsway BIA member.



18. The following businesses will be Excluded from Participating Businesses:

- Government-owned/operated retailers
- Publicly Traded Companies
- Financial Institutions
- Major Retailers or Big Box Stores
- Cannabis Retailers
- Large Franchisees

### **GENERAL CONDITIONS**

19. Verification. Entry Forms and Release / Declaration Forms are subject to verification by the Sponsor. Any Entry Form or Release / Declaration Form which is, as the case may be, incomplete, illegible, mutilated, fraudulent, registered or submitted late, bearing an invalid e-mail address or otherwise noncompliant shall be rejected and will not entitle to an entry or to the prize, as the case may be. In the same manner, any mistake in the answer to the mathematical skill-testing question will result in the rejection of the registration of the person concerned.

20. Disqualification. The Sponsor reserves the right to disqualify a person or to cancel one or several entries of a person who participates or tries to participate in this Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants (e.g. entries exceeding the authorized limit). Such a person may be reported to the appropriate legal authorities.

21. Disturbing the conduct of the Contest. Any attempt to deliberately damage the Contest web site and/or any related web site or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Sponsor reserves the right to reject the entrant's entry and obtain legal or equitable relief under applicable laws.

22. Acceptance of the prize. Prize must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person or exchanged for another prize or for cash, except as provided in the section below.

23. Sponsor will not be responsible for any lost, stolen, or misplaced prizes or expired gift cards or for any fees or charges associated with gift card in any ways. The prizes will not be replaced, refunded or reimbursed if lost, stolen, misplaced or expired.

24. Substitution of the prize. In the event where it would be impossible, difficult and/or more costly for the Sponsor to award the prize (or a portion thereof) as described in these Contest Rules, they



reserve the right to award a prize of the same kind and of equivalent value to the prize or the portion of the prize that cannot be awarded or, at their sole discretion, the cash value of the prize (or portion thereof) as indicated in these Contest Rules.

In no event will the Sponsor be liable to award more prizes than as set out in these Contest Rules.

25. Liability limit: participation in the Contest. Persons who enter or try to enter this Contest release the Sponsor, any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, their employees, agents and representatives (the "Released Parties") from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Contest.
26. Liability limit: use of the prize. By entering the Contest, the entrant selected for a prize releases and holds harmless the Released Parties with respect to any damage resulting from the acceptance or use of the prize.
27. Liability limit: supplying of the prize. The entrant selected for a prize acknowledges that upon awarding of the prize, the obligations related to it become the responsibility of the provider of services and goods related to the prize.
28. Liability limit: conduct of the Contest. The Released Parties disclaim all liability for any of the following that may limit or prevent any entrant's participation in the Contest or that could prevent the selection of the winner: malfunctioning of any computer component, software or communications line; loss or lack of a communications network; and any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or other, and by the transmission of any information related to participation in the Contest.
29. Contest modification. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.
30. Termination of participation in the Contest. In the event that the computer system would not be able to register all Contest entries during the Contest Period for whatever reason, or if participation in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the Sponsor may, at its sole discretion, proceed with the draw among the entries duly



registered and received during the Contest Period or, as the case may be, up to the date of the event that ended participation in the Contest.

31. Authorization. By entering this Contest, any entrant authorizes the Sponsor and its representatives to use, if required, their name, photo, likeness, voice, place of residence and/or statement regarding the prize for publicity purposes, including in social media or on websites, without any form of compensation.
32. Communication with entrants. No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Contest Rules or at the Sponsors initiative.
33. Personal information. Personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants except as outlined as below. Entrants' agree to give consent for their personal data to be processed by Sponsor for the purposes of sending the email address provided by electronic communication information about promotions, new products and services. However, entrants have the right to withdraw marketing consent at any time by contacting Sponsor by email.
34. Entrant identification. For the purpose of these Contest Rules, the entrant is the person whose name appears on the Entry Form and it is to this person that the prize will be awarded if they are selected and declared a winner.
35. Sponsor's decision. Any decision by the Sponsor or its representatives regarding this Contest is final and without appeal.
36. Unenforceability. If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
37. The Contest is organized by the Sponsor. Notwithstanding that this Contest is hosted on the mobile application of Facebook, Twitter, and Instagram; it does not in any way mean that Facebook, Twitter, Instagram or Google or any other application service is a sponsor, endorsed, administered by, or associated or affiliated in any way with this Contest.
38. Entries become the property of the Sponsor. By submitting an entry for the Contest, the Entrants grant the Sponsor a non-exclusive, worldwide, royalty-free right in perpetuity to use and reproduce the entry in any manner without further permission or remuneration.



39. The Sponsor are not responsible or liable for any potential Entrant's inability to access the submission process. The Sponsor are not responsible for lost, late, damaged, illegible, garbled, stolen, misdirected, misidentified, delayed, or incomplete entries, for any problems or technical or mechanical malfunction of the computer online systems, servers, access providers, computer equipment, software, failure of any entry to be received by the Sponsor on account of technical problems or traffic congestion on the internet or at any website, or inaccurate entry information, whether caused by equipment, programming used in this contest, human processing or otherwise, or any combination thereof.

### Schedule "A"

The Kingsway BIA Boundaries: Bloor St W from Mimco Creek to Prince Edward Dr S.

