

## I DIG ELGIN “GAME OF CONES” CONTEST

### THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW

#### 1. CONTEST PERIOD:

The “GAME OF CONES” Contest (the “**Contest**”) begins on April 12, 2019 at 8:00:00 a.m. Eastern Time (“**ET**”) and ends on May 12, 2019 at 11:59:59 p.m. ET (the “**Contest Period**”).

#### 2. ELIGIBILITY:

Contest is open to all legal residents of Canada who have reached the age of majority (18 years) in their province/territory of residence at the time of entry, excluding administrators or board members of the I Dig Elgin Campaign (“**I DIG ELGIN**” or the “**Sponsor**”). Participating businesses or retailers, their employees, (collectively, the “**Contest Parties**”) are permitted to enter the contest, but are excluded from using purchases or transactions made at their place of employment to enter the contest. By participating in this Contest, you agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”).

#### 3. SWEEPSTAKES ENTRY

a. **Purchase Entry:** You must first (i) receive a GAME OF CONES Passport (“**Passport**”). Eight Thousand (8000) Passports will be printed and available for distribution during the Contest Period at participating Elgin Street retailers and businesses (ii) you must collect ten (10) \$10 stamps on your GAME OF CONES Passport (“**Ballot(s)**”). You will receive one (1) \$10 stamp for every \$10 purchase at a participating Elgin Street store or business. Excludes purchases of tobacco, tobacco accessories and lottery products. (iii) Once you have collected ten (10) \$10 stamps, fill in your information (full name, complete mailing address, email and ten (10) digit phone number) where indicated, and submit it at one of 8 ballot box drop off locations (“**Purchase Entry/Entries**”) by May 12, 2019. The full list of participating businesses and retailers as well as printable shopping passports for additional entries can be found at [www.IDigElgin.ca](http://www.IDigElgin.ca)

b. **No Purchase Necessary Entry:** To enter without making a purchase, hand-print/type your full name, complete mailing address (including postal code) and ten (10) digit telephone number on a plain piece of paper and mail it in a separate sealed postage pre-paid envelope along with a fifty (50) word or more unique and original essay (the “**Essay**”) on “*Why I Dig Elgin*” to: *GAME OF CONES Contest, 256 Elgin St., Ottawa, ON, K2P 1L9*. Upon receipt of your mail-in no purchase necessary entry request (the “**Request**”) in accordance with these Rules, you will receive one (1) No Purchase Entry in the Contest. To be eligible, your Request must: (i) be received separately in an envelope bearing sufficient postage; and (ii) and be received no later than May 10, 2019. The Released Parties (defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests (all of which are void) (“**No Purchase Entry/Entries**”). Only one request per week for a No Purchase Necessary Entry is permitted.

#### 4. ENTRY LIMIT AND SPONSOR’S RIGHT TO VERIFY:

There is no limit on the number of Purchase Entries per person permitted during the Contest Period, and there is a limit of one

(1) Request per week per person for Non Purchase Entries during the Contest Period. 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: (i) attempted to receive more than one (1) Request per week; or (ii) used or attempted to use multiple names, identities and/or any automated,

macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries, regardless of how they are submitted (all of which are void).

All Entries and Requests 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 an Entry or Request; 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 satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor.

## 5. THE PRIZES AND APPROXIMATE RETAIL VALUE:

**Grand Prize:** There will be one (1) Grand Prize available to be won consisting of one (1) Two Thousand Five Hundred dollar (\$2500 CDN) prize pack to be spent by the winner in participating stores and businesses within I DIG ELGIN (“**Grand Prize**”). The Grand Prize will be awarded in the form gift cards/certificates, vouchers and products and services valid only at participating Elgin Street stores and businesses within I DIG ELGIN. The retail value of the Grand Prize is \$2500.

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) no financial compensation will be made when or if the actual value is different from the approximate retail value outlined in these Contest Rules; (ii) each Prize must be accepted as awarded and is not transferable, or convertible to cash (except as may be permitted in the Sponsor’s sole and absolute discretion); (iii) There is no time limit on when the Grand Prize can be used; (iv) by accepting a Prize, the winner agrees to waive all recourse against the Releasees (defined below) if the Prize or a component thereof does not prove satisfactory, either in whole or in part; (v) PST, GST, HST and other such taxes are included in the Prize amount; and (vi) gift certificates or other formats in which the Grand Prize is awarded are subject to all of the terms and conditions of the issuer. The Grand Prize will only be awarded to the entrant whose verifiable full name, address, phone number and mailing address appear on the official Contest Entry form, or who was deemed a selected eligible entrant.

### WINNER SELECTION:

**Grand Prize Draw:** on May 15, 2019 (the “**Grand Prize Draw Date**”) in Ottawa, ON at approximately 12:00 noon ET, one

(1) eligible entrant will be selected by random draw from among all eligible Entries received in accordance with these Rules. The odds of winning depend on the number of eligible Entries received during the Contest Period.

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the selected entrant (using the information provided on the Entry Form) within five (5) business days of each Draw Date (May 22, 2019). If the selected entrant cannot be contacted within five (5) business days of the applicable Draw Date, or if there is a return of any notification as undeliverable; then they may, in the sole 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 discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within three (3) 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, 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 his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole discretion); then they 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, time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

## 6. GENERAL CONDITIONS:

By entering this Contest, each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as telephone number, home address) by the Sponsor or its agents only for the purpose of implementing, administering and fulfilling the Contest. By participating, each entrant agrees to release, and hold harmless the Released Parties from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of a Prize or a portion thereof. The Released Parties are not responsible for and shall not be liable for: (a) any electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or any human error which may occur in the processing of Entries and/or eligible transactions; (b) lost, late, misdirected, incomplete or incorrect Entries (regardless of how they are submitted); (c) any condition caused by events beyond the control of the Released Parties that may cause the Contest to be disrupted or corrupted; and/or (d) tampering, thefts, defects or typographical errors in materials.

All Entries and Requests 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, Eligible Transactions, Essays, Requests and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED 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.

In the event of a dispute regarding who submitted an Entry via the purchase method (Rule 4a), Entries will be deemed to have been submitted by the person whose verifiable full name is associated with the email address used to enter (as determined by Sponsor in its sole and absolute discretion). In the event of a dispute regarding who submitted an Entry via the no-purchase method (Rule 4b), Requests will be deemed to have been submitted by the individual whose verifiable full name appears on the Request. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that they are: (i) the primary authorized account holder of the email address associated with the Entry in question; or (ii) the individual whose verifiable full name appears on the Request (as applicable).

The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and/or 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 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.

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, eligible transaction, or Request 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.

