



Vaughan All-Star Experience Contest Rules

THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTESTS, PRIZE DRAWS AND GIVEAWAYS (EACH A “CONTEST” AND COLLECTIVELY THE “CONTESTS”) ADMINISTERED BY TOURISM VAUGHAN CORPORATION. THE CONTESTS ARE INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO THE LAW OF ONTARIO AND APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTESTS CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

1. **Contest Period:** The Contest will run from January 2, 2024 9:00 A.M. Eastern Standard Time (“EST”) to January 19, 2024 11:59 P.M. EST (the “Contest Period”). The draw will take place on or about: January 22, 2024 12:00 P.M. EST. At this point, the Contest Period will end.
2. **How to Enter:** There is no purchase necessary to enter the Contest. To enter, entrants must: (i) follow the official Tourism Vaughan Corporation Instagram account (@VisitVaughan), the official Instagram accounts of the Homewood Suites by Hilton (@homewoodsuitesvaughan) and the SpringHill Suites by Marriott (@springhillsuitesvaughan) and the official Instagram accounts of the McMichael Canadian Art Collection (@mcmichaelgallery) and Vaughan Mills (@vaughan_mills); and (ii) like, comment with the hashtag #VaughanAllStar and tag the handle of one friend’s active Instagram handle on the qualifying contest post as identified on the official Tourism Vaughan Corporation Instagram account (@VisitVaughan), all in accordance with these Contest Rules. Limited to one entry per person, plus a bonus entry if applicable.
3. **Contest Entry via Online Submission**
 - 3.1. **Submission of an Online Bonus Entry:** To receive an online bonus entry, entrants must: (i) submit an Online Entry; and (ii) share the qualifying contest post as identified on the official Tourism Vaughan Corporation Instagram account (@VisitVaughan) with the hashtag #VaughanAllStar and the handle @VisitVaughan included to the entrant’s own Instagram account (“Bonus Entry”). Entrants are limited to one (1) Bonus Entry per person. Each entrant can only win a maximum of one (1) Prize.
 - 3.2. **Eligibility:** In order to be eligible to win a Prize, Online Entries and Bonus Entries (“Qualifying Entries”) an individual must be 18 years or older on the date of entry into the Contest. Employees, directors, officers, elected officials, representatives and agents of Tourism Vaughan Corporation or The Corporation of the City of Vaughan, and anyone who is immediately related to a such persons (including husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather or father-in-law of the other) are ineligible to participate in the Contest.
 - 3.3. **Proof of Receipt:** The sole determinant of time for the purposes of receipt of a Qualifying Entry will be the computer servers of Tourism Vaughan Corporation. Proof

of mailing or transmission (screenshots or captures, etc.) does not constitute proof of receipt.

- 3.4. Identity of Entrant: In the event of a dispute over the identity of an online entrant, a Qualifying Entry will be deemed submitted by the authorized holder of the Instagram account, as applicable. Potential winners may be requested to provide Tourism Vaughan Corporation with proof that the potential winner is the authorized account holder of the Instagram account associated with the winning Qualifying Entry. Tourism Vaughan Corporation shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Tourism Vaughan Corporation for the purpose of the Contests must be truthful, complete, accurate and in no way misleading. Tourism Vaughan Corporation reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.
- 3.5. Content Restrictions: In addition to any other restrictions set out in these Contest Rules, Qualifying Entries must not: (i) contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights; (ii) disparage any person or entity; (iii) contain material that is inappropriate, indecent, obscene hateful, tortious, and/or defamatory; (iv) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (v) contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where a Qualifying Entry is created; or (vi) identify or promote private commercial, company or business names or services.
- 3.6. No Instagram Endorsement: This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Any information that you provide in connection with the Contest is to Tourism Vaughan Corporation and not to Instagram. Entrants understand that by using and interacting with Instagram, entrants are subject to the terms, conditions and policies that govern the use of such social media outlets. Entrants should therefore review the applicable terms and policies for Instagram, including privacy and data gathering practices, before using or interacting with Instagram.
- 3.7. Display: Tourism Vaughan Corporation may display all Qualifying Entries on Tourism Vaughan Corporation's Instagram page (@VisitVaughan) and/or website. By uploading Qualifying Entries, entrants agree that they conform to these Contest Rules and the applicable terms and policies for Instagram. By uploading a Qualifying Entry, entrants: (i) represent and warrant that it does not and will not violate, misappropriate, or infringe upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights; (ii) represent and warrant that they have permission from all individuals (including parents/legal guardians of children, if featured and not entrant's own) that appear in the Qualifying Entry to use their name and image in the Qualifying Entry; and (iii) acknowledge that Tourism Vaughan Corporation has the irrevocable right to incorporate Qualifying Entries, in whole or in part, into other works, in any form, media or technology now known or hereafter developed.

3.8. **Conduct:** By participating in the Contest, entrants acknowledge that entrants have read and understood these Contest Rules and agree to abide and be bound by them and all decisions of the Tourism Vaughan Corporation, which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the Prize. Tourism Vaughan Corporation reserves the right, in its sole and absolute discretion, to disqualify any entrant that it finds to be: (i) in violation of these Contest Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Contest; (iii) acting in an unsportsmanlike or disruptive manner; or (iv) attempting to undermine the legitimate operation of the Contest (iv) violating the terms of service, conditions of use and/or general rules or guidelines of any Tourism Vaughan Corporation’s property or service.

CAUTION: any attempt by an entrant or any other individual to deliberately damage any website associated with this contest or to undermine the legitimate operation of this contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Tourism Vaughan Corporation and The City of Vaughan reserve the right to seek remedies and damages to the fullest extent permitted by law, and to ban or disqualify an entrant from this and future contests.

4. Prize

4.1. **Vaughan All-Star Experience Prize:** There is one (1) Prize available to be won in connection with the Vaughan All-Star Experience submission portion of this Contest (the “*Vaughan All-Star Experience Prize*”) with an approximate retail value of \$2,080.00 Canadian dollars (CDN). Winners shall not be entitled to receive the difference between the actual prize value and the approximate prize value.

4.2. The Vaughan All-Star Experience Prize must be accepted and awarded and is not refundable, not transferrable, not convertible to cash, and subject to availability. Any unused portion of a prize will be forfeited and have no cash value. Tourism Vaughan Corporation may elect to substitute a prize if the Vaughan All-Star Experience Prize cannot be awarded as described for any reason. An entrant cannot win additional prizes regardless of Contest Entry.

4.3. Tourism Vaughan Corporation shall not assume any liability for lost, damaged or misdirected prizes.

4.4. The Prize is listed as:

| Item # | Authorizing Company/Group | Prize Description | Expiry | Exclusions |
|--------|----------------------------------|---|------------------|---|
| 1 | Corporate Sports & Entertainment | Two (2) tickets to the 2024 NHL All-Star Game, located at Scotiabank Arena (in Toronto, ON), taking place on Saturday, February 3, 2024 | February 3, 2024 | Tickets are non-refundable, non-transferable and have no cash value. Tickets cannot be exchanged for any other ticket type and cannot be combined with any other discount or promotion. Usage restricted to the date, time and location indicated on the tickets. |

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| | | | | Additional exclusions and conditions may apply. |
| 2 | Either: Homewood Suites by Hilton or SpringHill Suites by Marriott (Only one can be selected as part of the prize package) | One standard room for two nights for two (2) people at either one of the participating hotels. Hotel choice must be selected prior to Release | September 1, 2024 | Room type to be finalized at time of booking, subject to availability. Blackout dates may apply should the package not be utilized prior to February 5, 2024. Offer cannot be combined with any other discount or promotions. Additional exclusions and conditions may apply. |
| 3 | McMichael Canadian Art Collection | Two (2) general admission tickets to the McMichael Canadian Art Collection | September 1, 2024 | Subject to hours of operation. Non-refundable. Non-transferable. Additional exclusions, blackout dates and conditions may apply. |
| 4 | Vaughan Mills Shopping Centre | One (1) \$200.000 CDN gift card to the Vaughan Mills Shopping Centre | September 1, 2024 | Gift card usage restricted to applicable participating stores, subject to availability. Non-refundable. Non-transferable. Additional exclusions and conditions may apply. |

5. Prize Conditions

5.1. All incidental costs and expenses not specifically referred to herein as part of the prize description (the “Expenses”) are the sole responsibility of the prize winner and/or guest(s), where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from Tourism Vaughan Corporation

6. Selection of the Contest Winner

6.1. Following the end of the applicable Contest Period, one (1) Qualifying Entry will be randomly selected from all eligible contest participants by Tourism Vaughan Corporation to win the Vaughan All-Star Experience Prize. The winning entrant will

be notified by Tourism Vaughan Corporation via Instagram (@VisitVaughan) by a direct message during the month of January 2024 that they have been selected. Within seven (7) days of Tourism Vaughan Corporation's notification, the winning entrant must: (i) claim the Vaughan All-Star Experience Prize; (ii) provide identification satisfactory to Tourism Vaughan Corporation evidencing that the winning entrant lives in Canada; (iii) is the owner of the applicable Instagram account; and (iv) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question administered during a pre-arranged telephone or by e-mail, to comply with these Contest Rules and may be required to sign and return the Release (described below).

- 6.2. If the selected entrant does not respond within 3 business days of notification, they will be disqualified and will not receive a prize and another entrant may be selected (as determined by Tourism Vaughan Corporation in its sole discretion) until such time as an entrant satisfies the terms set out herein. Tourism Vaughan Corporation is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for Tourism Vaughan Corporation to receive a selected entrant's response.
- 6.3. If, as a result of an error relating to the entry process, drawing or any other aspect of a Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants to award the correct number of prizes.

7. Release

Winners (and if applicable, any guest of the winner) may be required to execute a legal agreement and release ("Release") that confirms their: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of Tourism Vaughan Corporation from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom. The executed Release(s) must be returned within two (2) business days of the date indicated on the accompanying letter of notification or verification as a winner, or the selected individual(s) will be disqualified and any rights they may have to the prize will be forfeited.

8. General

- 8.1. Entrants: By entering this Contest, all entrants: (i) confirm compliance with (and to be bound by) these Rules; (ii) irrevocably release the Tourism Vaughan Corporation and the City of Vaughan, as well as their successors and assigns, officers, employees, members of Council (and Mayor), directors, officers and agents from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims, liabilities, demands or damages (including legal fees and expenses) of any nature or kind, arising out of or in connection with the entrant's participation or attempted participation in this Contest; (iii) agree to execute any documentation or do any such other acts as may be required by Tourism Vaughan Corporation to be eligible to collect the Prize if selected as a winning entrant as set out above (iv) agree to fully indemnify Tourism Vaughan Corporation from any and all claims by third parties relating to the Contest, without limitation; (v) agree to a complete release of Instagram; (vi) acknowledge the Contest is not sponsored, endorsed, administered or

associated with Instagram; and (vii) agree to comply with Instagram's Terms of Use, Meta Platform Terms and Privacy Policy.

9. Limitation of Liability

9.1. Tourism Vaughan Corporation assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. Tourism Vaughan Corporation is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. Tourism Vaughan Corporation assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Tourism Vaughan Corporation is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. Tourism Vaughan Corporation is not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Tourism Vaughan Corporation assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of Tourism Vaughan Corporation, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest Website.

10. Privacy/ Use of Personal Information

10.1. By entering the contest, each entrant: grants to The City of Vaughan (including Tourism Vaughan) the right to use his/her Personal Information for the purpose of administering the Contest. This includes but is not limited to contacting the winners and coordinating the provision of the Contest prize. The name of any winner will not be announced to the organization. Tourism Vaughan Corporation will use each entrant's Personal Information only for identified purposes, and protect each entrant's Personal Information in a manner that is consistent with Tourism Vaughan Corporation's Privacy Policies. For any questions please contact tourism@vaughan.ca.

11. Intellectual Property

11.1. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by Tourism Vaughan Corporation and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

12. **Entries**: All Qualifying Entries become the property of Tourism Vaughan Corporation.

13. **Miscellaneous**:

- 13.1. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over Tourism Vaughan Corporation and/or the Contests. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and Tourism Vaughan Corporation in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- 13.2. Odds of winning depend on number of Qualifying Entries received.
- 13.3. Tourism Vaughan Corporation, in its sole and absolute discretion, reserves the right to modify or terminate this Contest and amend these Contest Rules at any time, without individual notice, and for any reason. In no event will more than the stated one (1) total Prize be awarded.
- 13.4. The decisions of the Tourism Vaughan and The City of Vaughan 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 Online Entries and/or entrants.
- 13.5. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF TOURISM VAUGHAN CORPORATION AND THE CITY OF VAUGHAN AT ANY TIME.
- 13.6. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.