

## **Win with Upper Canada Mall! Contest with NewmarketToday**

### **OFFICIAL CONTEST RULES**

**1. SPONSOR:** The ‘Win with Upper Canada Mall’ contest (the “Contest”) is sponsored by Village Media, Inc., 298 Queen Street East, Sault Ste. Marie, Ontario, P6A 1Y7 (the “Sponsor”). Not sponsored, endorsed, administered by or associated with Facebook or Instagram.

**2. CONTEST DATES AND TIMES:** The Contest begins on September 10, 2021 at 8 am Toronto time and ends on September 30, 2021 at 5 pm Toronto time (the “Contest End Date”) after which time the Contest will be closed and no further entries will be accepted.

**3. HOW TO ENTER:** You can enter by submitting your email address on the contest portal located at [www.newmarkettoday.ca](http://www.newmarkettoday.ca) Receipt of Internet entries occurs when Sponsor's server records the entry information. All entries must be complete and are subject to verification by the Sponsor, in Sponsor's sole discretion. Limit 1 entry per person.

**4. CONTEST PRIZES:** There is one (1) prize available to be won consisting of: (i) a gift card from Upper Canada MALL (approximate retail value (“APR”) \$500). All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or their use or redemption of a prize. All prizes must be accepted as awarded and have no cash value. Prizes or any portion thereof cannot be combined with other discounts, promotions or special offers. The Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at time of award. Prizes may not be sold or transferred in any way.

**5. WINNER SELECTION AND CONFIRMATION:** On October 1 at 12pm Toronto time at 298 Queen Street East, Sault Ste. Marie, Ontario, P6A 1Y7 (“Draw Date”) the Sponsor, or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries received before the Contest End Date and select the potential winner (or winners) (the “Selected Entrant” or “Selected Entrants”). The Selected Entrant (or Selected Entrants) will be deemed a winner (or winners) if they meet all of the eligibility criteria set out in these Contest Rules, in Sponsor's sole discretion.

### **GENERAL CONTEST RULES**

These General Contest Rules apply to any contest that is sponsored by the Sponsor for any of its websites in addition to any specific contest rules for a particular contest.

**6. ELIGIBILITY:** This Contest is open to legal residents of Canada, excluding Quebec, who have reached the age of majority in their province or territory of residence at the time of entry, with the exception of employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, Contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household or any of their immediate family (spouse, parent, child or sibling).

By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants who do not comply with any of these Contest Rules are subject to disqualification by the Sponsor, in the Sponsor's sole discretion.

If a Selected Entrant does not meet any eligibility criteria, including an inability by the Sponsor to contact the Selected Entrant or receive a reply from the Selected Entrant, he/she will be disqualified and will not receive a prize and another entrant (or subsequent entrants if required) will be selected by way of a random draw from the remaining eligible entries. Before being declared a winner, a Selected Entrant will be required to: (i) correctly answer the Sponsor's mathematical skill-testing question; (ii) sign and return the Sponsor's Declaration of Eligibility and Liability/Publicity Release form (the "Winner Release"); and (iii) comply with all other Contest Rules, all in the sole discretion of Sponsor.

Entrants agree that the Sponsor shall have the right at any time to require proof of identity or eligibility to enter into any of the Sponsor's contests, failure to provide any such proof upon request and in the time period requested which result in the entrant's disqualification, in the Sponsor's sole discretion.

**7. 30-DAY RULE AND \$1,000 RULE.** If you are required as an entrant to have a valid account via a Village Media, Inc. ("VMI") website (note: an account is free to create) or a VMI website may state that the 30-Day Rule or the \$1,000 Rule applies to a particular contest, then these additional requirements will be disclosed. The 30-Day Rule excludes individuals who have won a VMI contest within the preceding 30 days from being selected by that VMI website as a potential contest winner. The \$1,000 Rule prevents an individual who has won a prize valued at \$1,000 or more on a VMI website from being selected by that website as a potential contest winner during the six-month period following the date that they last won a prize. Any entry limits applicable to a particular contest will be stated in the individual contest rules for that contest.

**8. ODDS OF WINNING:** The odds of winning depend on the number of eligible entries received before the Contest End Date.

**9. SKILL TESTING QUESTION:** Selected Entrants will be required, as a condition to winning a prize, to correctly answer, without assistance of any kind, the Sponsor's time-limited, mathematical skill-testing question.

**10. WINNER NOTIFICATION:** The Selected Entrant (or Selected Entrants) will be notified within one (1) business day of the draw and will be contacted using the e-mail used to enter into this Contest and up to three attempts will be made within one (1) day following the draw. A Selected Entrant that does not or cannot accept a prize may be forfeited and a new Selected Entrant selected by random draw, in the Sponsor's sole discretion. A signed copy (or copies in the case of multiple Selected Entrants) of the Sponsor's Winner Release must be received by Sponsor by no later than 5:00 p.m. Toronto time two (2) days after being notified by the Sponsor and must be sent to [derek@villagemedia.ca](mailto:derek@villagemedia.ca). The Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant (or Selected Entrants) to receive notification or for the Sponsor to receive a response.

Disputes regarding identity of entrant: If, in the case of any online entries, the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail address or, if applicable for entry, social media handle associated with the entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the selected entry.

**11. ENTRY IRREGULARITIES:** Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter this Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected,

mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of these Contest Rules are void. Entrants grant Sponsor a non-exclusive license to use all entries for any purpose. No correspondence will be entered into except with Selected Entrants. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry.

For social media based contests, any entrant found to have used multiple Twitter, Facebook, Instagram, Tik Tok or any other social media platforms, whether by establishing multiple accounts or using other persons' social media accounts, to enter a contest will be deemed ineligible by the Sponsor to enter any contest or win any prize.

**12. RELEASE AND INDEMNIFICATION:** The winner (or winners) of this Contest must sign the Sponsor's Winner Release to: (i) confirm compliance with the Contest Rules; (ii) agree to accept their prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and, if this Contest is marketed on Facebook and/or Instagram, Facebook and/or Instagram, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of this Contest (the "Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of an entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of this Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of this Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in this Contest and/or in connection with the acceptance and/or exercise by the entrant of the prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of these Contest Rules or participation in this Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize and the use of the entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in this Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Winner Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding this Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the entrant's participation in this Contest or the receipt or use or misuse of any prize, including any travel related thereto and the use of their entry by the Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner; or (viii) late or un-received replies to any Contest-related communication from a potential winner.

**13. CONTEST TERMINATION:** The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

**14. PUBLICITY AND ENTRANT INFORMATION:** By participating in this Contest, entrants consent to the use, including waiving any moral rights, by the Sponsor and any co-sponsors of the applicable contest, or their respective licensees, successors or assigns, of their name, address, postal code, telephone number, social media handles, comments and image and all of their entries, including written essay entries, whether on videotape, photograph, written or any other means, all as may be edited, translated or otherwise modified by the Sponsor in Sponsor's sole discretion, for the administration of this Contest or any publicity or marketing carried out by the Sponsor, without further notice or compensation to the entrant.

**15. LAW:** The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the Province of Ontario, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Sault Ste. Marie, Ontario.

**16. RULE AMENDMENTS:** The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

**17. INTELLECTUAL PROPERTY:** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited. The Sponsor's marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by entrants.

**18. PERSONAL INFORMATION:** By entering into any of the Sponsor's contests, you consent to the Sponsor's collection, use and disclosure of your personal information for the purpose of administering the relevant contest in accordance with the Sponsor's privacy policy, which is available at: <https://www.guelphtoday.com/privacy>.

Over the course of participating in a contest, you may be given the option to receive commercial electronic e-mails or other communications of a commercial nature (collectively, "Commercial Communications") from the Sponsor or other parties. Should you choose to receive Commercial Communications from the Sponsor, your personal information will be used by the Sponsor for the purpose (or purposes) set out in the consent request to you, these General Contest Rules or the contest rules in relation to the particular contest you entered. The Sponsor may disclose your personal information to any prize supplier for the purposes of prize fulfillment. If you have been asked to sign and return the Sponsor's Winner Release or any other documentation in accordance with these Contest Rules you agree that the Sponsor may disclose your personal information to any interested party, including to an entity who is released by you from liability.

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