

## RULES FOR DOWNTOWN FREDERICTON INC.'S "Downtown Holiday Giveaways!" CONTEST(S)

These rules are the standard terms and conditions applicable to the "Downtown Holiday Giveaways!" Random Draw Contests administered by Downtown Fredericton Inc. during the month of December 2022. The Contests are open to all residents of Canada (excluding Quebec) who have reached the age of majority in their province of residence. No purchase is necessary. Entry in the Contest constitutes acceptance of these contest rules.

1. **ELIGIBILITY.** To be eligible to enter a Contest, an individual must be a legal resident of Canada (excluding Quebec), and must be the age of majority in their province of residence.

Employees of Downtown Fredericton Inc. and of Contest Prize Providers are not eligible to enter or participate in the Contest(s).

All personal and other information requested by and supplied to Downtown Fredericton Inc. for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Downtown Fredericton Inc. 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.

2. **CONTEST PERIODS.** Each Contest entry period shall start and end as announced by Downtown Fredericton Inc. after which time the Contest will be closed and no other entries shall be accepted.
3. **HOW TO ENTER.**
  - a. There is no purchase necessary to enter a Contest. To enter, visit the Contest Website: [www.downtownfredericton.ca/holiday-giveaway/](http://www.downtownfredericton.ca/holiday-giveaway/) and complete and submit the applicable Contest entry form. Entries must be received prior to the end of a Contest's applicable Contest Period to be eligible for entry into that Contest.
  - b. Limit of one (1) entry per person per Contest unless otherwise indicated. In the case of multiple entries, only the first eligible entry will be considered and the remainder will be void.
  - c. Entries must be received prior to the indicated Contest Period entry deadline. Entries will be declared invalid if they are late, illegible, incomplete, irregular or garbled. No communication or correspondence will be exchanged with entrants except with those selected as a potential Contest winner.
  - d. Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry, as applicable. For the purposes of these Contest Rules, "authorized account holder" of an email address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses associated with the submitted e-mail address. Each selected entrant may be required to

provide Downtown Fredericton Inc. with proof that the selected entrant is the authorized account holder of the e-mail address, Facebook or Twitter account associated with the winning entry.

4. PRIZES.

- a. Each Contest prize shall have an approximate retail value between one Canadian dollar and five hundred Canadian dollars and shall be announced and described on the contest website, [downtownfredericton.ca/holiday-giveaway/](http://downtownfredericton.ca/holiday-giveaway/) , at the beginning of the Contest Period. Winner(s) shall not be entitled to receive the difference between the actual prize value and the approximate prize value. Winner(s) will be solely responsible for any expense not explicitly included in the prize.
- b. Winner(s) will be contacted by Downtown Fredericton Inc. with instructions on how to claim the prize.
- c. Prize(s) must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Downtown Fredericton Inc. Any unused portion of a prize will be forfeited and have no cash value. Downtown Fredericton Inc. reserves the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.
- d. Downtown Fredericton Inc. shall not assume any liability for a lost, damaged or misdirected prize.

5. WINNER SELECTION.

- a. Following the end of the applicable Contest Period, Downtown Fredericton Inc. will select one (1) entrant by a random draw from all eligible entries received during the Contest Period, unless otherwise indicated. Each entrant shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received for the applicable contest. Any remaining entries of the draws held on December 9, 2022 and December 16, 2022 will be carried over for entry in the next Contests on December 16, 2022 and December 23, 2022.
  - b. Before being declared a winner, the selected entrant(s) shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with these Contest Rules and may be required to sign and return the Release (described below).
  - c. If the selected entrant does not respond within the prescribed timeline set out in the notification, he/she will be disqualified and will not receive a prize and another entrant may be selected (as determined by Downtown Fredericton Inc. in its sole discretion) until such time as an entrant satisfies the terms set out herein. Downtown Fredericton Inc. is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for Downtown Fredericton Inc. to receive a selected entrant's response.
6. RELEASE. Winner(s) (and if applicable, any guest(s) of the winner(s)) may be required to execute a legal agreement and release ("Release") that confirms his or her: (i) eligibility for the Contest and compliance with these Contests Rules; (ii) acceptance of the prize as offered; (iii) release of Downtown Fredericton Inc., Contest Prize Providers, if applicable, and each of their respective parent companies, subsidiaries, affiliates and/or related companies and each of their

employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") 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; and (iv) grant to Downtown Fredericton Inc. the unrestricted right to produce, reproduce, convert, publish, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt, and otherwise use or re-use his or her name, image, likeness, comments, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest. 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 he or she may have to the prize will be forfeited.

7. INDEMNIFICATION BY ENTRANT. By entering the Contest, each entrant releases and hold Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from: a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant's participation in the contest, without limitation.
8. LIMITATION OF LIABILITY. Downtown Fredericton Inc. 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. Downtown Fredericton Inc. 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. Downtown Fredericton Inc. 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. Downtown Fredericton Inc. 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 Downtown Fredericton Inc., 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(s) and/or the Contest Website.
9. CONDUCT. By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decision of Downtown Fredericton Inc., which shall be final and binding in all respects. Downtown Fredericton Inc. reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; c) violating the terms of service, conditions of use

and/or general rules or guidelines of any of Downtown Fredericton Inc.'s property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, DOWNTOWN FREDERICTON INC. RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. If applicable, winners (and guests, if applicable) must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. Downtown Fredericton Inc. reserves the right to remove from any prize-related locations, any winner(s) and/or guests(s) who break such rules and/or fails to behave appropriately and to disqualify such winner(s) and/or guests(s).

10. PRIVACY/USE OF PERSONAL INFORMATION.

- a. By participating in the Contest, each entrant: (i) grants to Downtown Fredericton Inc. the right to use his/her personal information provided when he/she enters the Contest for the purpose of administering the Contest, including but not limited to contacting and announcing the winner(s) and coordinating the provision of the Contest prize; (ii) grants to Downtown Fredericton Inc. the right to use his/her Personal Information for publicity and promotional purposes relating to the contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that Downtown Fredericton Inc. may disclose his/her Personal Information to third-party agents and service providers of Downtown Fredericton Inc. in connection with any of the activities listed in (i) and /or (ii) above.
- b. Downtown Fredericton Inc. will use the entrant's Personal Information only for identified purposes, and protect the entrant's personal Information in a manner that is consistent with federal privacy laws.

11. INTELLECTUAL PROPERTY. 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 Downtown Fredericton Inc. 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. TERMINATION. Downtown Fredericton Inc. reserves the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend or suspend a Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

13. LAW. These are the official Contest Rules. The Contest(s) are subject to applicable federal, provincial and municipal laws and regulations. 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 Downtown Fredericton Inc. and / or the contest(s). 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 Downtown Fredericton Inc. in connection with the Contest(s) shall be governed by and construed in accordance with the laws of the province of New Brunswick including procedural provision without giving effect to any choice of law or conflict of law rules or provisions that would cause the application or any other jurisdiction's laws.

14. DISCREPANCY. 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, radio, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
15. SOCIAL MEDIA. The Contest(s) is in no way sponsored, endorsed or administered by any social media platforms on which the contest may have been promoted and/or publicized, including but not limited to Facebook, Twitter and Instagram. Any personal information provided in connection with the Contest(s) is being provided to Downtown Fredericton Inc. and not to Facebook and/or Twitter and/or Instagram. Any questions or comments regarding a Contest must be directed to Downtown Fredericton Inc. and not to any of the social media platforms on which the contest may have been advertised or administered.