

Official Rules

Kawarthas Northumberland “Business Needs Survey Contest”

OFFICIAL RULES AND REGULATIONS

1. Eligibility

The “Business Needs Contest” (the “Contest”) is open only to those citizens or permanent residents of Curve Lake First Nation, Hiawatha First Nation, Alderville First Nation, the City of Kawartha Lakes, the City of Peterborough, the County of Peterborough and Northumberland County who have reached the age of majority in Ontario at the time of submitting an entry to the Contest.

Staff and Board Members of Kawarthas Northumberland (Regional Tourism Organization 8) are not eligible to participate.

Anyone who participates in the Contest (a “Participant”) fully and unconditionally agrees to abide by these Official Rules and Regulations and the Sponsor's decisions taken in accordance therewith, which, subject to applicable law, are final and binding in all matters related to the Contest.

There are three (3) prizes. Each Participant is eligible to win one (1) of the three (3) prizes.

2. Sponsor and Administrator

The Sponsor, located at PO Box 40, Hastings, ON. K0L 1Y0, is the official sponsor of the Contest and responsible for its administration. Any questions, comments, or complaints regarding the Contest must be directed to the Sponsor and not to Facebook®, Twitter® or Instagram® or any other social media business, which are completely released of all liability.

3. Timing

The Contest begins on November 20, 2023 at 12:01 am Eastern Time (“EST”) and ends on December 10 2023 at 11:59 pm EST (the “Contest Period”). The Sponsor's computer is the official timekeeping device for this Contest. The time that an entry is received by the Sponsor will be the time at which it is received by the Sponsor's web server as determined in accordance with such server's clock. Draws for the three (3) prizes will be made on December 11 at 12:00 pm EST

The contest winners will be contacted by email on or before December 15 2023. The winners will have until February 1 2024 to claim their prize. If the winner has not claimed the prize by this date, the prize will be considered forfeited.

4. How to Enter

To enter the Contest, during the Contest Period, Participants must enter through the Business Needs Survey link.

Winning the prize is contingent upon fulfilling all requirements of the Sponsor, which includes without limitation entering the Participant's name, business name, telephone number, email address and on an online entry form at <https://www.surveymonkey.com/r/RTO8BusinessNeedsSurvey> during the Contest Period. Desktop computer and mobile optional sign-ups are permitted. Entries may only be submitted online. No other forms of submission will be considered eligible for the Contest.

There is a limit of one (1) entry per person per IP address, during the Contest Period. Multiple Participants are not permitted to share the same IP address. Any attempt by any Participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Participant's entries and that Participant may be disqualified at the sole discretion of the Sponsor. Use of any automated system to participate is prohibited and will result in disqualification. All entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor is not responsible for late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

5. Participant Selection Process

Contest entries will only be accepted during the Contest Period. Valid submissions will be randomly selected to identify the potential recipients of the prizes. The prizes will be awarded to the selected Participants who also confirms (within 72 hours of notification of winning) final plans to fully redeem the prize as required by the Sponsor and who otherwise meets the conditions set out herein.

By participating in the Contest, each Participant agrees to these Official Rules and Regulations and to all decisions made by the Sponsor, which are final and binding.

The Contest is comprised of three (3) prizes. A request of the prospective winners (the "initial notification of the winning Participants") will be made via the prospective winner's telephone number and/or via the submitted email address. The prospective winners will have seventy-two (72) hours from the time and date s/he is first notified to redeem the prize in the manner set out in the notification email. Failure to respond to the aforesaid e-mail notification within seventy-two (72) hours of notification will result in the Participant's disqualification from the Contest and the selection of an alternate prospective winner.

In the event that a selected Participant is disqualified for any reason, the Sponsor will award the prize to an alternate Participant following the same steps as outlined above for the initial selected Participant. The Sponsor's decisions as to the administration and operation of the Contest and the selection of the Participants are final and binding.

If selected as the winning Participant, the Participant agrees to accept the prize award from the Sponsor and its partners

6. The selected Participants for the Contest is subject to verification by the Sponsor, whose decisions are final and binding in all matters related to the Contest.

The selected Participants must comply with all terms and conditions of these Official Rules and Regulations, and receipt of a prize is contingent upon the Participants fulfilling all requirements. The selected Participants may be required to provide the Sponsor with documentation that shows he/she was an eligible Participant over and above an affidavit of eligibility. In the event of a dispute as to the eligibility of any Participant, the authorized account holder of the email address used to participate will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

7. Prizes

There are three (3) one hundred dollar (\$100.00) Visa gift card prizes.

Within 72 hours of initial notification, the winning Participant will be required to provide in writing by email to the Sponsor a confirmation of their ability to redeem the prize. If the winning Participant is not available to finalize these details within 72 hours of notification of winning the Contest, the prize is forfeited and will be awarded/offered to another Participant.

All portions of the prize are non-transferable and no substitution will be made. Prizes will be awarded at random to winning Participants. The Sponsor reserves the right to substitute portions of the prize for any reason.

8. Entry Conditions and Release

By entering, each Participant agrees to: comply with and be bound by these Official Rules and Regulations, and made available throughout the Contest Period, and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor and all Prize-sponsoring businesses and their respective, officers, directors, agents and employees (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to claims related to negligence, damages of any kind to persons and property, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of a Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released

Parties from and against any and all claims, expenses, and liabilities (including reasonable legal fees) arising out of or relating to a Participant's participation in the Contest and/or his/her acceptance, use or misuse of a Prize.

The Sponsor reserves the right, in its sole discretion, to disqualify any Participant found to be: (a) violating the Rules; or (b) tampering or attempting to tamper with the entry process or the operation of the Contest (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online 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, CONTEST APPLICATION 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, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Privacy / Use of Personal Information

By participating in the Contest, you (the Participant): (i) grant to the Sponsor the right to use your name, mailing address, telephone number, and email address, alias or platform handle ("Personal Information") to administer the Contest, including but not limited to contacting and announcing the winner and awarding the prize; (ii) grant to the Sponsor the right to use Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledge that the Sponsor may disclose Personal Information to third-party service providers and agents of the Sponsor in connection with any of the activities listed in (i) and (ii) above. The Sponsor will only use the Participant's Personal Information for identified purposes and only if consent is given at the time of entry to provide you with information regarding upcoming promotions/contests of the Sponsor. For more information regarding the manner of collection, use and disclosure of by the Sponsor, please refer to the Sponsor's Privacy Policy at <https://kawarthasnorthumberland.ca/privacy-policy/>.

10. Publicity

Except where otherwise prohibited by law, participation in the Contest constitutes the winner's consent to the Sponsor's and its agents' use of the winner's name, likeness, photograph, written or oral statements, voice, video, opinions and/or city of residence for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions

The Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by the Sponsor in its sole discretion. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules and Regulations or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules and Regulation shall not constitute a waiver of that or any other provision.

12. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by or arising from the Released Parties or the Participants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use or misuse of any prize. If for any reason a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such Participant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, the Sponsor, at its discretion, may elect to select from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules and Regulations to be available

and/or claimed, the Sponsor reserves the right to award only the stated number of prizes by a selection from all legitimate, un-awarded, eligible prize claims.

13. Disputes

The Contest is governed by the laws of Ontario and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. Participation constitutes a Participant's full and unconditional agreement to these Official Rules and Regulations and the Sponsor's decisions, which are final and binding in all matters related to the Contest. By participating in the Contest, the Participant agrees that the courts of the Province of Ontario, Canada, located at the City of Peterborough, shall have jurisdiction to entertain any action or other legal proceedings based on any provision of these Official Rules and Regulations or the running of the Contest.

14. Termination

The Sponsor reserves the right, in its sole discretion to terminate, modify or suspend the Contest, or modify the Official Rules and Regulations at any time for any reason whatsoever.

15. Participant's Personal Information

The Sponsor reserves the right to contact Participants. No further marketing communications will be directly received by Participants unless Participants provide explicit permission to do so.

16. Contest Results

These Official Rules and Regulations are available in PDF format on the website www.rto8.com/business-needs-survey-contest-rules and available by email from programs@rto8.com.

NO PURCHASE IS NECESSARY.