



## CONTEST RULES

### Ultimate Staycation Giveaway (“Contest”)

from noon October 1, 2023 EDT to midnight March 22, 2024 EDT

(“Contest Period”)

Heart of Niagara

#### 1. HOW TO ENTER

**No purchase required.** To enter the Contest, visit the HEART OF NIAGARA website at [www.HeartofNiagara.ca/contest](http://www.HeartofNiagara.ca/contest) (the “Website”) during the Contest Period. Complete the official entry form available on the Website during the Contest Period, give the answer to the mandatory question, along with your name and the requested contact information, then click “Enter to Win” To be valid, entries must be received by midnight March 22, 2024 EDT. Limit of one entry per person.

If you attempt or are suspected of attempting to enter more than once per day or use robotic, automatic, programmed or any entry methods not authorized by these rules, it shall be deemed as tampering and will void your entries. Entry forms become the property of HEART OF NIAGARA and will not be returned to you.

#### 2. ELIGIBILITY

Contest is open to all Canadian residents who have reached the age of majority in their province or territory of residence at the Contest opening date. Employees of HEART OF NIAGARA, as well as such employees’ immediate family (father/mother, brother/sister, son/daughter) or persons living under the same roof are not eligible to enter this Contest.

#### 3. PROCEDURE FOR AWARDING PRIZES

On March 23, 2024, a random draw will be conducted by hotel management from among all eligible entries received during the Contest Period. The first selected contestant to correctly answer the mandatory mathematical skill-testing question shall be declared the winner, subject to meeting all the conditions described in these rules.

Winner will be contacted by e-mail during the week following the draw and should claim their prize as instructed by HEART OF NIAGARA by no later than 7 days after the date they are initially contacted. If a winner cannot be reached within 7 days following the first attempt of contact, incorrectly answers the mathematical skill-testing question, declines the prize, or fails to return the required release form, the prize shall be forfeited and HEART OF NIAGARA has the right, at its sole discretion, to select another winner.



#### 4. DESCRIPTION OF PRIZE(S)

The winner will receive:

- Two Night Stay at Holiday Inn St. Catharines (approximate retail value \$500.00)
- Parkway Social Gift Certificate (retail value \$150.00)
- Complimentary Breakfast (approximate retail value \$60)

Total approximate retail value of the prizes is \$710.00.

#### 5. GENERAL RULES

5.1. To be declared a winner, the selected contestant must first correctly answer a mathematical skill-testing question.

5.2. Each winner shall sign a release declaring their eligibility as stipulated in Section 2 of these rules; agreeing that their name, image and/or voice may be used for advertising purposes related to this Contest free of charge; and releasing HEART OF NIAGARA, as well as its respective directors, officers and employees (the “**Contest Parties**”) from all liability for any damage or loss arising from participation in this Contest or from the awarding, acceptance or use of the prize.

5.3. The prize shall be accepted as is and may not be exchanged or refunded for an amount of money, sold or transferred. No substitutions will be allowed. Any unused portion of a prize will be forfeited.

5.4. If the prize cannot be awarded as described in these rules, HEART OF NIAGARA reserves the right to substitute a prize or prize component with another of comparable value, as determined in its sole discretion.

5.5. Refusal to accept the prize releases the Contest Parties from any obligation toward the winner.

5.6. If a contestant makes any false statement, (s)he will be automatically disqualified from the Contest.

5.7. The Contest Parties assume no liability for any loss, damage or injury, including without limitation: (i) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible or incomplete entries; (ii) loss, theft or damage to software or computer or telephone data, including any breach of privacy; (iii) fraudulent calls; (iv) inability of any person to participate in the Contest for any reason including mistaken addresses on mail or e-mail; technical, computer or telephone malfunctions or other problems with computer on-line systems, servers, access providers, computer equipment, or software; congestion on the internet or at any website, or any combination of the foregoing; (v) damage to any person’s computer, including as a result of playing or downloading any material relating to the Contest; (vi) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout or other labour dispute at their location or the locations of the organizations and businesses



whose services are used to administer this Contest; or (vii) prizes that are lost, damaged or misdirected during shipping.

5.8. HEART OF NIAGARA reserves the right to cancel or suspend this Contest should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, HEART OF NIAGARA reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

5.9. All personal information, such as name and contact information, is collected by HEART OF NIAGARA solely for the purposes of administering this Contest and shall not be used for any other purpose without your express consent. By providing this information, you consent to it being used for the stated purposes.

5.10. If the identity of a contestant is disputed, the authorized account holder of the email address submitted at the time of entry will be deemed to be the contestant. The individual assigned to the e-mail address for the domain associated with the submitted email address is considered the authorized account holder. A selected contestant may be required to provide proof that (s)he is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server.

5.11. Odds of winning depend on the number of eligible entries. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, using any robotic, automatic programmed method that artificially increases the odds of winning or do not conform to or satisfy any condition of the rules may be disqualified by the HEART OF NIAGARA. HEART OF NIAGARA is not responsible for any errors or omissions in printing or advertising this Contest.

5.12. HEART OF NIAGARA reserves the right to amend the Contest rules or to terminate the Contest at any time without any liability to any contestant. Any amendments to these Contest rules will be posted on the Website.

5.13. By entering, you agree to abide by the Contest rules and the decisions of HEART OF NIAGARA, which decisions are final and binding on all contestants.