# THE DOWNTOWN BRAMPTON BUSINESS IMPROVEMENT AREA (BIA) "HOLIDAY SHOPPING SPREE" CONTEST

# THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW

#### 1. CONTEST PERIOD:

The "Holiday Shopping Spree" Contest (the "Contest") begins on November 15, 2024 at 12:00 p.m. Eastern Time ("ET") and ends on December 31, 2024 at 12:00 p.m. ET (the "Contest Period").

# 2. ELIGIBILITY:

Contest is open to all legal residents of Canada who have reached the age of majority in their province/territory of residence at the time of entry, excluding employees, representatives, agents, administrators or board members, their immediate family members (and those with whom such persons are domiciled, whether related or not) of the Downtown Brampton Business Improvement Area ("Downtown Brampton BIA" or the "Sponsor"). For the purposes of these Rules, "immediate family members" means spouse, parent, child, sibling and their respective spouses, including step-relationships. Employees, representatives and agents of businesses or retailers businesses or retailers participating in the Contest, as set out below, are permitted to enter the contest, but re excluded from using purchases or transactions made at their place of employment to enter the contest.

The Sponsor, its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Contest are collectively, the "Contest Parties". By participating in this Contest, you agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the "Rules").

# 3. SWEEPSTAKES ENTRY:

b. No Purchase Necessary Entry: To enter without making a purchase, hand-print your full name, complete mailing address (including postal code) and ten (10) digit telephone number on a plain piece of paper and mail it in a separate sealed postage prepaid envelope to: Downtown Brampton BIA - Holiday Shopping Spree Contest, 193 Main Street North, Brampton ON L6X 1N2. Upon receipt of your mail-in no purchase necessary entry request (the "Request") in accordance with these Rules, you will receive one (1) No Purchase Entry in the Contest. To be eligible, your Request must: (i) be received separately in an envelope bearing sufficient postage; and (ii) be postmarked during the Contest Period and received no later than December 27, 2024. The Released Parties (defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests (all of which are void) ("No Purchase Entry/Entries"). Purchase Entries and No Purchase Entries are referred to as "Sweepstakes Entries."

# Early Bird Prize Entry:

Each valid Purchase Entry received, and each No Purchase Entry postmarked prior to December 8, 2024 at 11:59 p.m. ET will be eligible to be entered into a draw for an Early Bird Prize ("Early Bird Entry").

All Entries in the Early Bird Prize draw will be carried forward into the Grand Prize Draw (see Rule 6 below).

Please note: employees of participating businesses or retailers participating by Purchase Entry must show proof of purchase in the form of a sales receipt or a credit card statement, in order to be confirmed as a winner of an Early Bird Prize or Grand Prize.

## 4. ENTRY LIMIT AND SPONSOR'S RIGHT TO VERIFY:

There is no limit on the number of Entries per person permitted during the Contest Period, regardless of method of entry. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has used or attempted to use multiple names, identities and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries, regardless of how they are submitted (all of which are void).

All Ballots, stamps, Essays, Entries, Requests and any other Contest-related information (including, without limitation, purchase receipts) (collectively, "Contest-Related Information") are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest-Related Information; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor.

#### 5. THE PRIZES AND APPROXIMATE RETAIL VALUE:

"Weekly Prizes": There will be up to six (6) Weekly Prizes available to be won, each consisting of one (1) two hundred and fifty dollar (\$250 CDN) Downtown Brampton gift cards. The retail value of each Weekly Prize is two hundred and fifty dollars (\$250). The total number of Weekly Prizes available will decrease as they are claimed in accordance with these Rules. There is a limit of one (1) Weekly Prize per person.

#### Sweepstakes Prizes:

Early Bird Prize: There will be one (1) Early Bird Prize available to be won, consisting of one (1) twothousand-five hundred dollars (\$2,500 CDN), to be awarded in the form of cash via cheque or other cash equivalent as determined by the Sponsor. Early Bird Prize is \$2,500.

Grand Prize: There will be one (1) Grand Prize available to be won consisting of one (1) ten thousanddollars (\$10,000 CDN), to be awarded in form of cash via cheque or other cash equivalent as determined by the Sponsor. The retail value of each Grand Prize is \$10,000.

Weekly Prizes, the Early Bird Prize, and the Grand Prize are referred to collectively as "Prizes" and each a "Prize." Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) no financial compensation will be made when or if the actual value is different from the approximate retail value outlined in these Contest Rules; (ii) each Prize must be accepted as awarded and

is not transferable, or convertible to cash (except as may be permitted in the Sponsor's sole and absolute discretion); (iii) There is no time limit on when the Early Bird Prize or Grand Prize can be used;

(iv) by accepting a Prize, the winner agrees to waive all recourse against the Releasees (defined below) if the Prize or a component thereof does not prove satisfactory, either in whole or in part; (v) PST, GST, HST and other such taxes are included in the Prize amount; and (vi) gift certificates or other formats in which the Grand Prize, Early Bird Prize or Weekly Prizes are awarded are subject to all of the terms and conditions of the issuer. Each Prize will only be awarded to the entrant whose verifiable full name, email address, phone number and postal code appear on the official Contest Entry form or Request (as applicable), or who was deemed a selected eligible entrant, in the case of Weekly Prizes.

### 6. WINNER SELECTION:

Weekly Prize Winner Selection:

On November 22, 29, December 6, 13, 20, and 27, one (1) weekly winner will be drawn from entries received during that contest week. The odds of winning depend on the number of eligible Weekly Entries received in accordance with these Rules (See Rule 3).

Early Bird and Grand Prize Draws Winner Selection:

Early Bird Prize Draw: on December 9, 2024 ("Early Bird Draw Date"), in Brampton, ON one (1) eligible entrant will be selected by random draw from among all eligible Early Bird Entries received in accordance with these Rules. The odds of winning depend on the number of eligible Early Bird Entries received in accordance with these Rules (See Rule 3).

Grand Prize Draw: on December 31, 2024 (the "Grand Prize Draw Date") in Brampton, ON, one (1) eligible entrant will be selected by random draw from among all eligible Sweepstake Entries received in accordance with these Rules. The odds of winning depend on the number of eligible Entries received in accordance with these Rules.

The Early Bird Draw Date and Grand Prize Draw date is each, a "Draw Date" and collectively, the "Draw Dates."

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the selected entrant (using the information provided on the Entry form, or Request, as applicable) within five (5) business days of each Draw Date. If the selected entrant cannot be contacted within five (5) business days of the applicable Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

BEFORE BEING DECLARED A CONFIRMED INSTANT WIN, EARLY BIRD, OR GRAND PRIZE WINNER, each selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within three (3) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released

Parties") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

### 7. GENERAL CONDITIONS:

By entering this Contest, each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as telephone number, postal code) by the Sponsor or its agents only for the purpose of implementing, administering and fulfilling the Contest. By participating, each entrant agrees to release, and hold harmless the Released Parties from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of a Prize or a portion thereof. The Released Parties are not responsible for and shall not be liable for: (a) any electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or any human error which may occur in the processing of Entries and/or eligible transactions; (b) lost, late, misdirected, incomplete or incorrect Entries (regardless of how they are submitted); (c) any condition caused by events beyond the control of the Released Parties that may cause the Contest to be disrupted or corrupted; and/or (d) tampering, thefts, defects or typographical errors in materials.

All Entries and Requests become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor 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 Entries, Essays, Requests, entrants and/or any other Contest-Related Information. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

In the event of a dispute regarding who submitted an Entry via the purchase method (Rule 4a), Entries will be deemed to have been submitted by the person whose verifiable full name is associated with the email address used to enter (as determined by Sponsor in its sole and absolute discretion). In the event of a dispute regarding who submitted an Entry via the no-purchase method (Rule 4b), Requests will be deemed to have been submitted by the individual whose verifiable full name appears on the Request. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is: (i) the primary authorized account

holder of the email address associated with the Entry in question; or (ii) the individual whose verifiable full name appears on the Request (as applicable).

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Entry, Request, and/or any other Contest-Related Information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.