



*Kawartha Lakes • Northumberland County
Peterborough & the Kawartha*

“Dream Vacation Contest – Autumn Colours Edition”

Presented by...

KAWARTHAS NORTHUMBERLAND (Regional Tourism Organization 8)

KawarthaNorthumberland@gmail.com

<http://kawarthasnorthumberland.ca/dream-vacation-contest-autumn-colours-edition/>

OFFICIAL RULES AND REGULATIONS

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

The “**Dream Vacation Contest – Autumn Colours Edition**” (the “**Contest**”) is open only to those citizens or permanent residents of Canada (excluding Quebec) who have reached the age of majority in Ontario at the time of submitting an entry to the Contest.

Employees of Kawartha Northumberland (Regional Tourism Organization 8) (the “**Sponsor**”), the Corporation of the City of Kawartha Lakes, the Corporation of the County of Northumberland, the Corporation of the City of Peterborough & the Corporation of the County of Peterborough and their immediate family members 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.

Participants must have at least one active social media account on Facebook®, Twitter®, or Instagram® to win the prize. In accepting the prize, Participants must agree to submit at least three photos per day of their experience redeeming the prize to the Sponsor by email for promotional use by the Sponsor.

Valid Contest entries must feature a minimum of two (2) different accommodations and a maximum of seven (7) different accommodations. Valid Contest entries must feature accommodations with at least one (1) night's stay in two (2) or more of the following regions: 1) City of Kawartha Lakes 2) Peterborough City and Peterborough County 3) Northumberland County. Any entry that includes accommodations within only one of these regions will be considered invalid. A *selective* list of possible accommodations by region is included here:

1) City of Kawartha Lakes

- Balsam Resort
- Eganridge Inn, Country Club, and Spa
- Lindsay Days Inn & Suites
- Stonehenge Waterfront Bed & Breakfast
- Westwind Inn on the Lake

2) Peterborough City & Peterborough County

- Beachwood Resort
- Elmhirst's Resort
- Holiday Inn Peterborough Waterfront
- Stillwater on the Lake

3) Northumberland County

- Brighton Inn
- Golden Beach Resort
- Hillview Haven Estates
- Ste. Anne's Spa
- Woodlawn Inn

Valid Contest entries must feature a balanced variety of experiences from most of the following categories: 1) Arts, Culture, Heritage; 2) Festivals & Attractions; 3) Farm Fresh & Local Brews; 4) Dining; 5) The Great Outdoors; 6) Visitor Services & Outfitters; 7) Boating & Marinas.

2. Sponsor and Administrator

The Sponsor, located at 175 George Street N, Peterborough, ON, K9J 3G6, 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 July 21, 2017 at 1 p.m. Eastern Time ("EST") and ends on August 17, 2017 at 4 p.m. EST (the "Contest Period"). The Sponsor's computer is the official time keeping 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.

4. How to Enter

To enter the Contest, during the Contest Period, Participants must enter using the Contest link promoted on the Sponsor's website.

Winning the prize is contingent upon fulfilling all requirements of the Sponsor, which includes without limitation entering the Participant's name, telephone number, city, province, postal, and email address on an online entry form at <https://trip.kawarthasnorthumberland.ca/> during the Contest Period. The entry form is visible/available only after these steps have been completed: 1) the creation of a custom itinerary, 2) click on "Share List," 3) click on "Enter Contest and Share My Itinerary." 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 judged anonymously by the readers and the Adjudicating Committee (as detailed below). Decisions, judgments, and selections of the readers and Adjudicating Committee are at the discretion of the readers and Adjudicating Committee and are final. By participating in the Contest, each Participant agrees to these Official Rules and Regulations and to all decisions of the readers and Adjudicating Committee, which are final and binding.

A group of readers will select a shortlist of approximately thirty (30) entries (subject to the total number of entries). From this shortlist, the Adjudicating Committee will rank a list of approximately ten (10) top entries (subject to the total number of entries). Selection and ranking will be done according to the discretion of the readers and Adjudicating Committee with consideration for how well each entry satisfies the Contest requirements to select accommodations from a range of regions and to feature a balanced variety of experiences from most of the following categories: 1) Arts, Culture, Heritage; 2) Festivals & Attractions; 3) Farm Fresh & Local Brews; 4) Dining; 5) The Great Outdoors; 6) Visitor Services & Outfitters; 7) Boating & Marinas.

The prize will be awarded to the Participant with the highest ranking entry who also confirms (within 48 hours of notification of winning) final plans to fully redeem the prize before November 1, 2017 and otherwise meets the conditions set out herein.

Judging will begin as soon as possible after August 17, 2017 and will be completed by approximately August 31, 2017. The prize will be awarded as soon as possible, depending on how long it takes to confirm a Participant who is able to fully redeem the prize within the specified restrictions of the Contest.

The Contest is comprised of one (1) prize only. A request of the prospective winner (the “**initial notification of the winning Participant**”) will be made via the prospective winner’s telephone number and/or via the submitted email address. The prospective winner will have forty-eight (48) hours from the time and date s/he is first notified to redeem the prize in the manner set out in the notification e-mail. Failure to respond to the aforesaid e-mail notification within forty-eight (48) hours of notification will result in the Participant’s disqualification from the Contest and the selection of an alternate prospective winner.

The selected Participant will be required to correctly answer, unaided, a mathematical skill-testing question administered over the telephone or by email at a time mutually convenient to the selected Participant and the Sponsor, in order to receive the prize associated with the Contest. The selected Participant will also be required to sign and return to the Sponsor, within ten (10) days of the date the initial notification of the winning Participant is sent, an affidavit of eligibility in order to claim his/her prize. If the selected Participant cannot be contacted, fails to sign and return the affidavit of eligibility within the required time period, or if the prize or prize notification is returned as undeliverable, the selected Participant forfeits the prize and the initial selected Participant will have no further recourse against the Sponsor or any prize sponsoring businesses associated with this Contest. In the event that a selected Participant is disqualified for any reason, the Sponsor will award the prize to an alternate Participant according to the ranking of the eligible entries made by the Adjudicating Committee, and 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 Participant are final and binding.

If selected as the winning Participant, the Participant agrees to accept the prize award from the Sponsor and its partners, but the Sponsor will make the payments and purchases directly with all necessary businesses. The winning Participant will not receive any money directly.

The prize (including all gift certificates, vouchers, etc.) is not transferable and may not be redeemed for cash. The prize (including all gift certificates, vouchers, etc.) may have an expiry date and must be used prior to November 1, 2017. Blackout dates may apply. The winning Participant shall not request extensions or substitutions.

6. The selected Participant 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 Participant must comply with all terms and conditions of these Official Rules and Regulations, and receipt of a prize is contingent upon the Participant fulfilling all requirements. The selected Participant 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 or social media account (identity) 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. Prize

Judging will begin as soon as possible after August 17, 2017 and will be completed by approximately August 31, 2017. The prize will be awarded as soon as possible after August 17, 2017, depending on how long it takes to confirm a Participant who is able to fully redeem the prize within the specified restrictions of the Contest.

The prize will be awarded in the form of travel bookings, vouchers, and gift certificates. The prize has no cash value and may range in value from \$1 to a maximum of \$5000 depending on the cost of the winning Participant's submitted itinerary. Should the situation arise that the winning Participant's entry does not make use of the maximum possible value of the prize (\$5000 Canadian Dollars, including taxes), the winning Participant will not be awarded any money, gift certificates, or vouchers to fulfill the maximum possible value of the prize.

The prize is redeemable only in the form of accommodations and tourist experiences within the Kawarthas Northumberland region, as defined by the Sponsor. Only accommodations and experiences included on <https://trip.kawarthasnorthumberland.ca/> are eligible and the Sponsor reserves the right to update or edit inclusions at any point in time. The prize must include accommodation of no less than two (2) nights' stay and no more than seven (7) nights' stay. The prize must be redeemed and fully completed prior to November 1, 2017.

The awarded prize will not include any alcohol or narcotics. The winning Participant may include alcohol on their submitted itinerary without invalidating their Contest entry, but the Sponsor will not purchase these items as part of the redeemed prize. The winning Participant may purchase these items directly from the businesses. The Sponsor reserves the right to preclude other expenses at their sole discretion.

The awarded prize will be based upon the winning Participant's list of selected experiences and accommodations as outlined on their Contest entry submission via the Kawarthas Northumberland Trip Planner (<https://trip.kawarthasnorthumberland.ca/>).

The Contest is subject to availability. In the event that the Adjudicating Committee selects a Participant who, for scheduling or other reasons, is unable to redeem the prize in a timely way, the prize is forfeited and will be awarded/offered to a runner-up as per the ranking on the Adjudicating Committee's list.

The winning Participant must be available for communications with the Sponsor between the hours of 9am-4pm EST, Monday through Friday. Within 48 hours of initial notification, the winning Participant will be required to provide in writing by email to the Sponsor a detailed day-by-day itinerary that is based on the list they submitted as a Contest entry. This itinerary must include precise dates for each accommodation and experience as well as the total number of travel companions and their ages. This detailed itinerary is subject to change by the Sponsor according to the availability of accommodations and experiences and other limitations at the discretion of the Sponsor. Within 48 hours of initial notification, the winning Participant will be required to confirm with the Sponsor final plans for redemption of the prize. If the winning Participant is not available to finalize these details within 48 hours of notification of winning the Contest, the prize is forfeited and will be awarded/offered to a runner-up by the Adjudicating Committee.

The prize is subject to availability and blackout periods may apply. Additional restrictions, conditions and limitations may apply. No cash equivalent is available for the prize. All portions of the prize are non-transferable and no substitution will be made, except as provided herein, at the Sponsor's sole discretion. The Sponsor reserves the right to substitute portions of the prize for any reason. Any unused portion of a prize is forfeited. The Sponsor is not responsible for the weather conditions or activity availability and no refund or credit will be issued and no alternate date will be made available should the selected dates limit any element of the prize usage.

The winning Participant and his/her travel companions are responsible for obtaining all necessary travel arrangements to arrive at the prize destinations. A parent or legal guardian must accompany any minor travel companions. It is recommended that the winning Participant and his/her travel companions obtain personal health insurance prior to departure or other participation in the prize activity. All expenses and travel costs, including but not limited to, transportation to the prize destinations, personal charges for lodging, taxes, meals, beverages, entertainment, merchandise, souvenirs, local and long distance telephone calls, gratuities, applicable taxes, incidentals, and all other expenses not expressly mentioned as included in the prize description are the sole responsibility of the winning Participant and his/her travel companions. Prize may not be exactly as depicted in web page or other promotional photography.

8. Entry Conditions and Release

By entering, each Participant agrees to: (a) comply with and be bound by these Official Rules and Regulations, which will be posted at the Contest Website 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/>. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram®, Twitter® or Facebook®.

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 itinerary, 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 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 www.kawarthasnorthumberland.ca website and every sign-up link within the Contest. Contest results are available by email from kawarthasnorthumberland@gmail.com.