

## **#ShopThePort Holiday Contest Rules and Regulations**

**CONTEST PERIOD:** #ShopThePort (the “Contest”) begins at 12:00:00 AM Eastern Time (“ET”) on December 3, 2023 and ends at 11:59:59 PM ET on December 24, 2023 (the “Contest Period”).

**ELIGIBILITY:** To enter and be eligible to win, a person (the “Entrant”) must, at time of entry and throughout the Contest Period, be a legal resident of Canada who has reached the legal age of majority in his/her province or territory of residence.

### **HOW TO ENTER THE CONTEST:**

To enter the Contest, you must first make a qualifying purchase during the Contest Period at an eligible local Port Credit business and obtain and keep your receipt (collectively, an “Eligible Purchase”). To be eligible local business must be a member of the Port Credit Business Improvement Association, purchases must be made in-store and must be a minimum of \$10.00. Notwithstanding the foregoing, purchases containing the following goods or services do not qualify as an Eligible Purchase: alcohol, tobacco, and lottery tickets.

Next complete the Contest entry form with your full name, a valid email address, daytime telephone number (including area code) and postal code; check the box to signify your agreement and confirm that you are in compliance with these Official Rules; and confirm that you made an Eligible Purchase at an eligible Local Business in compliance with these Official Rules during the Contest Period (collectively, a “Submission”). When all required steps of the Submission process are complete, you will automatically be eligible to receive one (1) entry (a “Purchase Entry”) into the Prize draw.

The Port Credit BIA is the designated content moderator (the “Reviewer”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Official Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Official Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Bonus Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Official Rules.

**IMPORTANT NOTE:** Please retain your original Eligible Purchase receipt. The Port Credit BIA has the right, in its sole and absolute discretion, to request a proof of Eligible Purchase (the “Proof of Purchase”) from the Eligible Purchase associated with an Entrant’s Purchase Entry, if that specific Entry has been selected in the prize draw. Upon review, the Port Credit BIA reserves the right, in its sole and absolute discretion, to determine whether a purchase listed within an Entrant’s Proof of Purchase was made at an eligible Port Credit business and qualifies as an Eligible Purchase (including, without limitation, determining whether a local business is eligible based on the excluded business categories).

The Proof of Purchase may be requested as part of the winner declaration and verification process and the Sponsor has the right, in its sole and absolute discretion, to disqualify an Entrant if they cannot provide Proof of Purchase within the timeline specified and to the complete satisfaction of the Sponsor.

Purchase Entries and Bonus Entries must be submitted and received by 11:59:59 PM ET on December 24, 2023 (the “Contest Period End Date”) in order to be eligible in the Contest. The Port Credit BIA will not be responsible for falsified or incomplete Purchase Entries or Bonus Entries, which will be void.

Purchase Entries, Bonus Entries and Mail-In Entries will herein be collectively referred to as an “Entry” or “Entries”.

Without limiting the Important Note above, all Entries, Eligible Purchases, Submissions, Local Businesses, and Entrants are subject to verification at any time and for any reason. The Port Credit BIA reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Port Credit BIA – including, without limitation, government issued photo identification): (i) for the purposes of verifying an Entrant’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Eligible Purchase, Submission, Local Business, and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Port Credit BIA deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the letter and spirit of these Official Rules. Failure to provide such proof to the complete satisfaction of the Port Credit BIA within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, SUBMISSION OR ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE OFFICIAL RULES. THE RELEASEES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, ANY ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASEES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

PRIZES: There will be three (3) prizes (each a “Prize”) available to be won during the Contest Period. Prizes consist of one (1) night at the Waterside Inn (15 Stavebank Rd S, Mississauga, ON L5G 2T2) and a \$100 gift certificate from a participating Port Credit business, one (1) \$100 gift certificate from a participating Port Credit business, one (1) \$50 gift certificate from a participating Port Credit business. These will be transferred to the winner from the Port Credit BIA in the form of gift cards.

The Prize must be accepted as awarded without substitution and is not transferable. Limit of one (1) Prize per person

**PRIZE DRAW:** The Prize draw will be held at 10:00 AM ET in Port Credit, ON on December 27, 2023 (the “Prize Draw Date”) from among all eligible Entries received by the Contest End Date to determine three (3) selected entrants (each, a “Selected Entrant”). Odds of winning a Prize depend on the total number of eligible Entries received in accordance with these Official Rules. In the event there are fewer than three (3) eligible Entries in the Contest, the Prizes will be reduced based on the number of eligible Entries received.

**WINNER SELECTION:** Each Selected Entrant will be contacted by email within three (3) business days of the Prize Draw Date. If a Selected Entrant: (a) cannot be reached within five (5) business days of the first notification (b) cannot accept (or is unwilling to accept) the Prize as awarded for any reason; (c) cannot provide Proof of Payment at the request of the Sponsor or otherwise comply with the Port Credit BIA’s verification procedures and/or (d) is determined to be in violation of these Official Rules (all as determined by the Port Credit BIA in its sole and absolute discretion), then he/she will be disqualified and another Entrant will be randomly selected until such time as contact is made by email with a Selected Entrant (in which case the foregoing provisions of this section shall apply to such newly Selected Entrant) or there are no more eligible Entries, whichever comes first. The Sponsor will not be responsible for failed attempts to contact a Selected Entrant.

**GENERAL:** By entering the Contest, Entrants agree to abide and be bound by the Official Rules and the decisions of the Port Credit BIA with respect to all aspects of the Contest, which are final and not subject to appeal. Entrants who have not complied with the Official Rules are subject to disqualification.

The Contest is subject to all applicable federal, provincial, territorial and municipal laws.

The Port Credit BIA accepts no responsibility for loss, damage or claims caused by or resulting from participating in the Contest or the acceptance/use of a Prize. By entering the Contest and/or accepting a Prize, each Entrant and/or winner consents to the use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest.

The Port Credit BIA will not be liable for any failure of the Contest Website, or online, Internet, computer or other error of any kind, and do not assume any responsibility for incorrect or inaccurate capture of Entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. If a dispute arises regarding who submitted an Entry, the Entry will be deemed to have been submitted by the authorized account holder of the email account associated with the Entry. The authorized account holder is defined as the natural person who is assigned the email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The use of an invalid email address will disqualify the entry. A Selected Entrant may be required to provide proof that he/she is the authorized account holder of the account associated with the selected Entry or proof of identity and/or eligibility for purposes of verifying the legitimacy of an Entry and/or for any other reason

the Sponsor deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole discretion of the Sponsor. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Contest server machine(s). In the event it is determined that an Entrant has entered or otherwise participated in the Contest in a fashion not sanctioned by these Official Rules and/or has submitted more than the number of Entries permitted by these Official Rules, the Entrant will be disqualified and all of the Entries submitted by the Entrant will be disqualified