

## Niagara This Week Readers' Selection Contest Rules

**1. Agreement:** These rules govern the “Niagara This Week Readers' Selection Contest” (the “Contest”). No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of the Contest rules and the decisions of the Contest judges, which decision shall be final and binding on all entrants.

**2. Sponsors:** The Contest sponsor is Metroland Media Group Ltd. (“Sponsor”).

**3. Eligibility:** The Contest is open to all residents of the Regional Municipality of Niagara that have reached the age of majority, except for employees, their immediate families and anyone living with any employee of either of the Sponsors or any affiliate, advertising or promotional agency of the Sponsors. Limit of one (1) entry per household. Incomplete or illegible entries, mechanically or electronically reproduced entries will not be accepted and will be disqualified. For greater certainty, multiple computer program generated email entries will also be disqualified.

**4. Contest:** Enter the Contest by going to [www.niagarathisweek.com](http://www.niagarathisweek.com) and following the prompts and filling out the on-line ballot along with voting for a minimum of 10 businesses. These businesses must not be corporately run but locally run establishments. The Contest begins at 12:01 a.m. on May 16, 2014 and ends at 11:59 p.m. on June 2, 2014. The winners will be chosen by random draw, which will take place on June 5, 2014 at 10:00 a.m. The winners will be contacted by telephone or email by a representative of the Sponsors, and must reply within 48 hours to maintain eligibility. If the potential a winner cannot be contacted within this time period or fails to respond to any attempted contact, such potential winner will be disqualified, his/her entry will be declared null and void and the Sponsors reserves the right, in their sole and absolute discretion, to select at random another eligible entry, in which event these provisions shall apply to such other eligible entry. In order to be eligible to win, the winner must correctly answer a mathematical skill-testing question.

**5. Prize:** Seven (7) prizes are available to be won, each consisting of a \$50 gift certificate (approximate retail value of each prize is \$50 CDN). Each winner must come to 3300 Merrittville Highway, Unit 1b, Thorold, ON to collect the prize won. If the winner does not claim the prize within five (5) days of notification, another the eligible entry will be selected and contacted and the first selected entrant will have no further claim to the prize. Sponsor will not mail or courier the prize and is not responsible for unclaimed prizes. In order to be eligible to win a prize, each selected entrant must correctly answer a mathematical skill-testing question without assistance or mechanical or electronic aid.

**6. Release:** Prior to receiving the prize, each winner will be required to show valid photo ID and to sign a declaration of eligibility and release form releasing the Sponsors and its respective related parties from any and all liability in connection with the Contest and/or the prize, confirming compliance with the rules and consenting to the use of his or her name and photograph, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsors and/or their advertising and promotional agencies. The signed form must be received within 48 hours of notification or the prize may be forfeited and awarded to an alternate entrant.

**7. Indemnity:** By participating in this Contest, you agree to defend, indemnify and hold harmless the Sponsor, and its parent, subsidiaries, affiliates and/or related companies and each of their officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising, media buyers and promotional agencies from any and all damages, injuries, claims, causes of action, or losses of any kind (including but not limited to lawyers' fees) arising out of or relating to your participation in the Contest; your receipt or use of any prize; your violation of any term of these Contest rules; your violation of any third party

right, including without limitation any copyright, property, or privacy right; or any claim that your submission caused any type of damage to a third party.

**8. Privacy:** We use your personal contact information to administer this Contest, including contacting, announcing and promoting prizewinners. The Contest is run in compliance with the **Metroland Media Group** privacy code, which may be found in full at <http://metroland.com/page/Terms%20and%20Conditions>.

**9. Banning:** The Sponsors may, in its sole discretion, prohibit any person from entering any Contest whom it believes to be abusing the rules. Such abuse includes but is not limited to entering false information and entering more than once.

**10. Other:** Odds of winning depend on the number of eligible entries received. This Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. The Sponsors reserves the right to cancel or modify the Contest or the Contest rules at any time without notice. All prizes must be accepted as awarded, are non-transferable and are not convertible to cash. The Sponsors reserves the right to substitute any prize or portion of the prize with a prize of equal or greater value. All prizes are awarded as-is and no warranties or guarantees are implied or expressed, beyond the standard manufacturer's warranty. The Sponsors is not liable for any lost, late, misdirected or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this Contest, including technical failures on the part of Contest software, virus, website down-time, human error or property damage incurred by any Contest entrant. The Sponsors is not responsible for any errors or omissions in printing or advertising this Contest. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all entries by anyone using such assistance. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.