

## McHappy Day Business Challenge

1. Agreement: These rules govern **McHappy Day Business Challenge** (“Contest”). The act of entering the Contest constitutes acceptance of the Contest rules and the decisions of the Contest judges, which decisions shall be final and binding upon all entrants.

2. Sponsor: The Contest sponsor is **Simcoe.com and Barrie Advance**, a publication of Metroland Media Group Ltd (“Sponsor”).

3. Eligibility: The Contest is open to all residents of Simcoe County and northeast Grey County, except for employees, their immediate families and anyone living with any employee of the Sponsor or its corporate affiliates, advertising or promotional agencies.

4. Contest and Judging Criteria: To enter the Contest, email a photo of your business enjoying McHappy Day 2015 to [lblenkhorn@simcoe.com](mailto:lblenkhorn@simcoe.com) or [eallain@simcoe.com](mailto:eallain@simcoe.com). Contest begins at **12:01 a.m. Wednesday, May 6, 2015** and ends at **9 a.m. Thursday, May 7, 2015**. The potential winner will be contacted by a representative of the Sponsor, and must reply within 24 hours to maintain eligibility. If the potential 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 Sponsor reserves the right, in its sole and absolute discretion, to select another potential winner based on the judging criteria, in which event these provisions shall apply to such other eligible entry.

5. Prize: **One** (1) winner will receive **one** advertisement in the Barrie Advance (maximum retail value of **\$1,200**). Winner must come to **Barrie Advance** office (21 Patterson Rd., Barrie) to collect the prize won. If the winner does not claim the prize within three (3) days of notification, the next eligible entry selected by the judging criteria set out in these rules will be contacted, and the first potential winner will have no further claim to the prize. Sponsor will not mail or courier the prize and is not responsible for unclaimed prizes.

6. Release, Copyright Assignment and Waiver of Moral Rights: As a condition of being declared a winner and prior to being awarded the prize, the potential winner will be required to show valid photo ID and to sign a declaration of eligibility and release form (i) releasing the Sponsor and its related parties from any and all liability in connection with the Contest and/or the prize (ii) confirming compliance with the rules (iii) consenting to the use of his or her name, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsor and/or its advertising and promotional agencies.

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 from your participation in the Contest, 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 damage to a third party.

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

9. Banning: The Sponsor may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the rules. Such abuse includes entering false information and entering more than once.

10. Other: This Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. The Sponsor 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 Sponsor 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. Sponsor 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 website or Contest software, viruses, website disruptions, malfunctions or website down-time, human error or property damage incurred by any Contest entrant. Sponsor 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.