

# KINGSWAY WELLNESS GETAWAY CONTEST

## KINGSWAY MALL

November 15, 2018

### Official Rules and Regulations

**CONTEST SPONSORS:** Kingsway Wellness Getaway Contest (the “Contest”) operated by Kingsway Mall, Kingsway Garden Holdings, Inc., OPGI Management Limited Partnership, Oxford Properties Group and (collectively the “Contest Sponsors”).

1. **TO ENTER:** Between 10:00AM, November 17<sup>th</sup>, 2018. Contest closes at approximately 9:00PM on, December 24<sup>th</sup>, 2018. (1) Enter your name and email address at the contest entry screens at Guest Services in Kingsway. (2) Limit of one ballot per person per day; (3) Participant must be 18 years of age or older to enter the Contest; (4) No purchase necessary.
2. **ELIGIBILITY:** The contest is only open to individuals who are residents of Alberta over the age of eighteen (18). The Contest is not open to directors, officers or employees of the Contest Sponsors, their respective affiliates, advertising or promotion agencies, or other representatives or agents, successors or assignees, members of those individual’s respective immediate families, or anyone with whom any of those individuals are domiciled.
3. **PRIZE(S):** A Wellness Getaway Package from Kingsway Mall and Fairmont Chateau Lake Louise. Total prize is valued at \$20,000. Prizes must be accepted as awarded and is not redeemable for cash. Taxes, fees and other charges are the responsibility of the winner.
4. **ODDS OF WINNING:** The Contest depends on the total number of eligible entries received for the duration of the Contest.
5. **DRAW:** The Contest winner will be randomly drawn on December 26<sup>th</sup>. The winner will be contacted by email and must respond within **twenty-four (24) hours of being contacted**. The winner must also correctly answer a skill-testing question and comply with the terms set out in Section 6(b) herein to be eligible to win the prize.
6. **GENERAL CONDITIONS:**
  - (a) All entries become the property of Sponsors and will not be returned. All entries that are inappropriate, that have been submitted through illicit means, or do not conform to or satisfy any condition of the rules herein may be disqualified by the Contest Sponsors.
  - (b) As a condition of winning, each potential winner, **must at the time of prize pickup**, correctly answer a skill-testing question, sign and return a Declaration and Release confirming his/her compliance with these Official Contest Rules and Regulations and acceptance of the prize as awarded and releasing the Contest Sponsors and any other person or entity associated in any way with the Contest, and all of their respective affiliates, subsidiaries, directors, officers, shareholders, employees, agents and their respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, liability arising from the acceptance and use of the prize as awarded. Potential winners will also be required to provide the Contest Sponsors **at the time of prize pickup** a government issued photo identification as evidence of their age. If the selected entrant does not comply with these Rules in a timely manner, then in the Contest Sponsors sole discretion, the prize initially awarded to the selected entrant may be forfeited without any liability to the selected entrant or any other person, and another entrant may, in the Contest Sponsors sole discretion, be selected by random draw in accordance with these Rules. No substitutions for or transfer of the prize will be allowed except that the Contest Sponsors reserve the right to substitute the prize (or any prize component) for another prize (or prize component) of approximately the same retail value, in their sole and absolute discretion without prior notice. The prize will be delivered only to the confirmed winner. By entering the Contest, each entrant, automatically consents to the use and publication of the entrant’s name, city of residence, photograph, voice and/or image for any publicity and programming purposes, commercial or otherwise, in any and all media used by the Contest Sponsors and their respective advertising and promotional agencies with respect to the Contest, without payment or compensation.
  - (c) By entering the Contest, each entrant, is deemed to have accepted these Official Contest Rules and Regulations, which are subject to change without notice to Contest entrants, and automatically releases the Contest Sponsors and any other person or entity associated in any way with the Contest, and all of their respective affiliates, subsidiaries, directors, officers, employees, agents and their respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, the selection of the prize winner and the administration of the Contest.
  - (d) By entering the Contest and voluntarily providing personal information including, but not limited to, the entrant’s name, address, birth date, city, e-mail address and telephone number(s), each Contest entrant, automatically grants permission to the Contest Sponsors and their respective advertising and promotional agencies with respect to the Contest to the collection and use of such information for the exclusive purpose of administering the Contest and selecting the winners of the prize. Any Contest entrant, who has voluntarily indicated on the entry ballot that he/she wishes to be contacted regarding future promotions and/or offers and has granted permission to do so, will be added to the Contest Sponsors’ e-mail databases.

- (e) The Contest Sponsors are not responsible or liable, jointly or severally, for any of the following: (a) erroneous, damaged, destroyed, lost, late, incomplete, illegible, inappropriate, incorrectly addressed or misdirected entries, regardless of the cause; (b) failure for any reason whatsoever of selected entrants to receive a prize notification; (c) changes in entrants' telephone numbers or email address after entries are submitted; (d) computer, online, telephone, communication, or technical malfunctions or errors that may occur, regardless of the cause; or (e) damage or loss, including any loss, loss of production, loss of profits (anticipated or otherwise), economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest, or the submission of entries to the Contest, or participation in the Contest, or the prize and regardless of the cause or any negligence by any of the Contest Sponsors or any person or entity for whom any of them are responsible, and notwithstanding that any of those entities or persons may have been advised of the possibility of such loss or damage being incurred.
- (f) If for any reason the Contest Sponsors determine, in their sole discretion, that the Contest is not capable of being conducted as intended by the Contest Sponsors including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, the Contest Sponsors may in their sole discretion disqualify any entrant responsible for such misconduct and withdraw, cancel, terminate, modify, or suspend all or any part of the Contest by publishing a notice on the [www.kingswaymall.com](http://www.kingswaymall.com) website or by any other method. Decisions of the Contest Sponsors and/or the contest judge appointed by the Contest Sponsors regarding any and all aspects of the Contest including, without limitation, a dispute as to whether an entrant has complied with all of the official rules and regulations, shall be resolved in their sole and absolute discretion and are final and binding on all entrants.
- (g) The Contest is subject to all applicable laws and regulations, and is void where prohibited by law. If any provision of these rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
- (h) The Contest and all related matters are governed solely by laws of Alberta, Canada and applicable federal laws of Canada. Proceedings regarding any dispute must be commenced in a court of competent jurisdiction in Alberta, Canada with six (6) months after the dispute arose, after which time any and all proceedings regarding the dispute are barred.