



**All is Bright  
Holiday Window Display Contest**

**CONTEST RULES**

The “Holiday Window Display Contest” is held by The Kingsway Business Improvement Area (The Kingsway BIA) (the “Sponsor”) [www.thekingsway.ca](http://www.thekingsway.ca) and starts December 13, 2022 at 10:00 a.m. EST and closes December 23, 2022 at 11:59 p.m. EST (the “Contest Period”) after which time the contest will be closed and no further entries shall be accepted.

The Contest is intended to be conducted in Ontario, Canada only and shall be construed and evaluated according to applicable Ontario and Canadian Law.

**1. ELIGIBILITY**

To be eligible for this contest, an individual must:

- 1.1 be a legal resident of Ontario, Canada;
- 1.2 be 19 years of age or older at the time of entry;
- 1.3 Owner of any business participating in the contest are not eligible to vote

By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of The Kingsway BIA as final and binding as it relates to the content of this Campaign

## **2. HOW TO ENTER**

No purchase is necessary to enter or win. A purchase does not increase the chances of winning.

2.1 To enter please follow the steps below.

Visit the contest post on The Kingsway BIA Instagram page

Vote for your favourite window in the comments

Follow @Kingswaybia

Share the post to your story for extra points

2.2 You can only vote once for your favourite window

You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

## **3. CONTEST PERIOD**

Entries will be accepted online starting on December 13, 10:00am, EST and ending December 23, 11:59pm, EST. All entries must be received by December 23, 11:59pm, EST.

## **4. PRIZES:**

There will be two winners who will receive a \$500.00 gift certificate each to spend at The Kingsway (\$250.00 to spend at the winning store from the contest and \$250.00 to spend at any store of the winner's choice)

## **5. THE DRAW**

The draw will take place in Toronto on the Contest Draw Dates.

Two (2) winners who have completed the tasks for entry to the contest and four (4) other backup potential winning entrants will be selected at random among all

eligible entries, received during the Contest Period. The winner will be contacted by the Sponsor via Instagram Direct Message.

Within seven (7) days following selection of the Winner, The Kingsway BIA shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information.

If Winner cannot be contacted, is ineligible, fails to claim the prize within [15 days] from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected.

Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations.

## **6. AWARDING OF THE PRIZE**

To be declared a winner, a selected entrant must:

7.1 After being contacted by the Sponsor via Instagram, provide an answer within the next thirty-six (36) hours. Failure to do so will result in the entrant's disqualification and a new potential winner will be selected.

7.2 Each Selected Entrant may also be required to sign and return within five (5) business days of notification the Release Form, which (among other things):

(a) Confirms compliance with these Official Rules including eligibility requirements;

(b) Acknowledges acceptance of the Prize as awarded;

(c) Releases the Contest Parties and each of their respective agents and associated companies and each of their respective officers, directors, employees, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, the potential Prize winner's participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and

(d) Agrees to the publication, reproduction and/or other use of the potential Prize winner's name, address, voice, statements about the Contest, photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast and the internet.

7.3 Upon request and in a timely manner, provide a piece of photo identification.

7.4 Failure to comply with one of the conditions mentioned in these Contest Rules or to accept the prize will cause the selected entrant to be disqualified. In

such a case, the Sponsor may, at its sole discretion, cancel the prize or contact a new potential winner from the four (4) potential winners randomly drawn (as indicated in DRAW above) until an entrant is declared a winner.

7.5 Within (30) days following the receipt of the duly completed and signed Release / Declaration Form, the Sponsor will contact the winner with instructions on how to claim their prize.

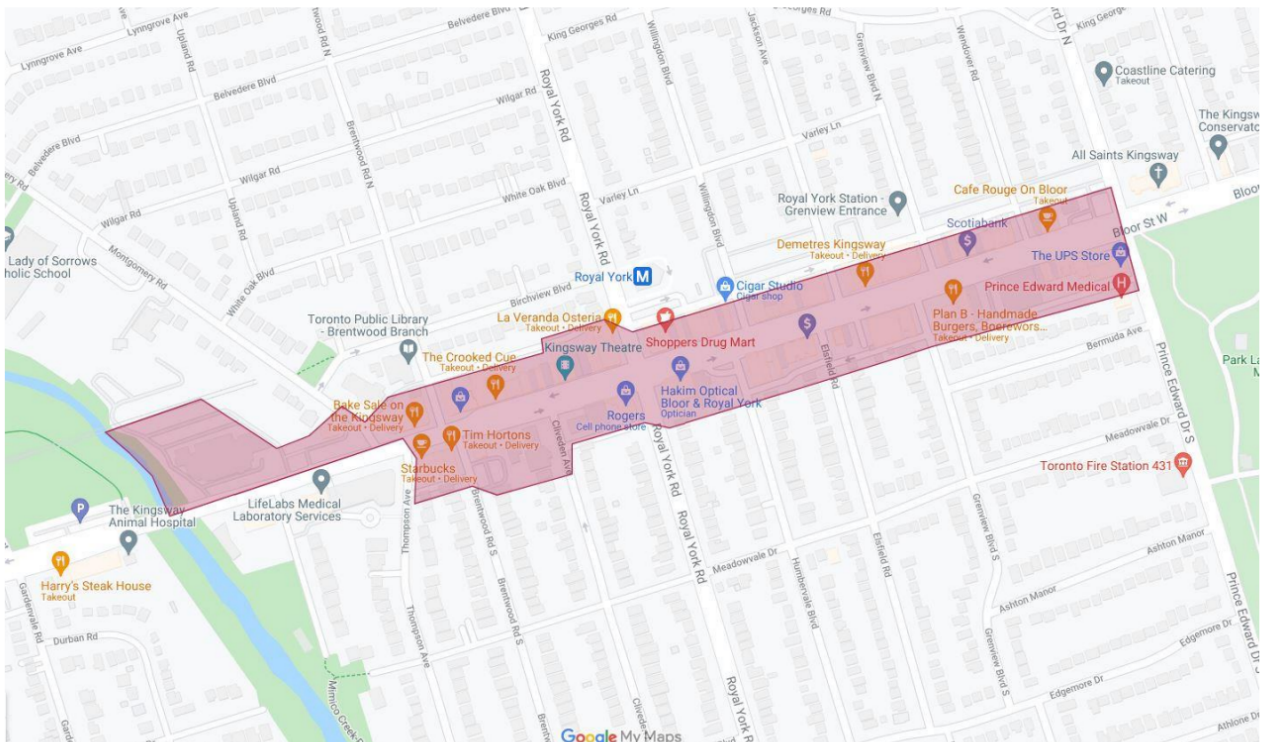
## 7. PARTICIPATING BUSINESSES

Participating Businesses are located within boundary in the below and must be a Kingsway BIA member.

8.1 The following businesses will be Excluded from Participating Businesses:

- Government-owned/operated retailers
- Publicly Traded Companies
- Financial Institutions
- Major Retailers or Big Box Stores
- Cannabis Retailers
- Large Franchisees

The Kingsway BIA Boundaries: Bloor St W from Mimco Creek to Prince Edward Dr S.



## GENERAL CONDITIONS

8. Verification: Entry Forms and Release / Declaration Forms are subject to verification by the Sponsor. Any Entry Form or Release / Declaration Form which is, as the case may be, incomplete, illegible, mutilated, fraudulent,

registered or submitted late, bearing an invalid e-mail address or otherwise noncompliant shall be rejected and will not entitle to an entry or to the prize, as the case may be.

9. Disqualification. The Sponsor reserves the right to disqualify a person or to cancel one or several entries of a person who participates or tries to participate in this Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants (e.g. entries exceeding the authorized limit).

10. Disturbing the conduct of the Contest. Any attempt to deliberately damage the Contest web site and/or any related web site or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Sponsor reserves the right to reject the entrant's entry and obtain legal or equitable relief under applicable laws.

11. Acceptance of the prize. Prize must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person or exchanged for another prize or for cash, except as provided in the section below.

12. Sponsor will not be responsible for any lost, stolen, or misplaced prizes or expired gift cards or for any fees or charges associated with gift card in any ways. The prizes will not be replaced, refunded or reimbursed if lost, stolen, misplaced or expired.

13. Substitution of the prize. In the event where it would be impossible, difficult and/or more costly for the Sponsor to award the prize (or a portion thereof) as described in these Contest Rules, they reserve the right to award a prize of the same kind and of equivalent value to the prize or the portion of the prize that cannot be awarded or, at their sole discretion, the cash value of the prize (or portion thereof) as indicated in these Contest Rules. In no event will the Sponsor be liable to award more prizes than as set out in these Contest Rules.

14. Liability limit: participation in the Contest. Persons who enter or try to enter this Contest release the Sponsor, any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, their employees, agents and representatives (the "Released Parties") from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Contest.

15. Liability limit: use of the prize. By entering the Contest, the entrant selected for a prize releases and holds harmless the Released Parties with respect to any damage resulting from the acceptance or use of the prize.

16. Liability limit: supplying of the prize. The entrant selected for a prize acknowledges that upon awarding of the prize, the obligations related to it become the responsibility of the provider of services and goods related to the prize.

17. Liability limit: conduct of the Contest. The Released Parties disclaim all liability for any of the following that may limit or prevent any entrant's participation in the Contest or that could prevent the selection of the winner: malfunctioning of any computer component, software or communications line; loss or lack of a communications network; and any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or other, and by the transmission of any information related to participation in the Contest.

18. Contest modification. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.

19. Termination of participation in the Contest. In the event that the computer system would not be able to register all Contest entries during the Contest Period for whatever reason, or if participation in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the Sponsor may, at its sole discretion, proceed with the draw among the entries duly registered and received during the Contest Period or, as the case may be, up to the date of the event that ended participation in the Contest.

20. Authorization. By entering this Contest, any entrant authorizes the Sponsor and its representatives to use, if required, their name, photo, likeness, voice, place of residence and/or statement regarding the prize for publicity purposes, including in social media or on websites, without any form of compensation.

21. Communication with entrants. No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Contest Rules or at the Sponsors initiative.

22. Personal information. Personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants

23. Entrant identification. For the purpose of these Contest Rules, the entrant is the person whose name appears on the Entry Form and it is to this person that the prize will be awarded if they are selected and declared a winner.

24. Sponsor's decision. Any decision by the Sponsor or its representatives regarding this Contest is final and without appeal.

36. Unenforceability. If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.

25. The Contest is organized by the Sponsor. Notwithstanding that this Contest is hosted on the mobile application of Facebook and Instagram; it does not in any way mean that Facebook, Twitter, Instagram or Google or any other application service is a sponsor, endorsed, administered by, or associated or affiliated in any way with this Contest.

26. Entries become the property of the Sponsor. By submitting an entry for the Contest, the Entrants grant the Sponsor a non-exclusive, worldwide, royalty-free right in perpetuity to use and reproduce the entry in any manner without further permission or remuneration.

27. The Sponsor is not responsible or liable for any potential Entrant's inability to access the submission process.