

Destination Cape Breton's Travel Trivia
Official Rules and Regulations
(‘Official Contest Rules’)

These are the official rules and regulations governing
‘Destination Cape Breton’s Travel Trivia’

1. ‘Destination Cape Breton’s Travel Trivia’, (the “Contest”), sponsored by Destination Cape Breton Association commences at **8am AST on May 15, 2021, and concludes at 7:30 pm AST on June 30, 2021** (the “Contest Entry Period”).
2. How to Enter:
 - a. No purchase necessary.
 - b. Comment on our social media channels with a correct answer to the question asked to be entered into our daily draw. One entry per person.
3. The Contest is open to all residents and non residents of Nova Scotia (excluding areas where prohibited by law) who are 21 years of age or older at the time of entry except the Contest is not open to employees of Destination Cape Breton Association or its affiliates, subsidiaries, advertising or promotional agencies, or immediate family members of such employees (defined as parents, siblings, children, and spouses, regardless of where they live), or anyone who is domiciled with such employees. The Contest is subject to all applicable federal, provincial, and local laws and regulations and is void where prohibited.
4. Entrants who have entered through fraudulent means or who have provided false or misleading information will be disqualified.
5. There is one prize gift certificate available to be won daily.
6. **The Gift Certificate is valued at \$200.**

Any additional costs and/or fees incurred by the winner and/or the accompanying traveler are the sole responsibility of the winner and/or accompanying traveler.

The Sponsor makes no warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of ‘Destination Cape Breton’s Travel Trivia’ prize gift certificate and any travel related thereto.

7. Destination Cape Breton's Travel Trivia' daily prize gift certificate is subject to the conditions, restrictions, expiry dates, requirements and regulations noted on the prize certificates and are applicable at the time of delivery and use. 'Destination Cape Breton's Travel Trivia' Prize is not transferable or sub-dividable and will be awarded to one confirmed winner only. 'Destination Cape Breton's Travel Trivia' Prize is not convertible to cash, will not be substituted, and must be accepted as awarded. **Please be sure to check the expiry date on the Gift Certificate or Gift Card. All unused portions of the prize will be forfeited upon the expiry date.**

8. The Sponsor will attempt to contact the winner of 'Destination Cape Breton's Travel Trivia' prize gift certificate by social media private message for approximately two (2) weeks following the selection process, between 9:00 am Atlantic and 8:00 pm Atlantic. If the Sponsor is unable to make contact with the selected winner after five (5) attempts, the selected winner will be disqualified from the Contest, rendering the selection null and void, and another winner will be chosen from the remaining eligible entries received during the Contest Period. The Sponsor will then attempt to contact the newly selected winner as described above. This procedure will be repeated until contact has been made with a selected winner within the designated time.

9. In order to win 'Destination Cape Breton's Travel Trivia' prize gift certificate, the selected winners must meet all of the following conditions:
 - (a) The winner must provide proof of identification;
 - (b) The winner may be required to sign and return the Contest Winner Form sent to the winner via email that declares they have read the Contest Rules & Regulations and are accepting the prize and all the terms that go with doing so. The signed Form must be returned to the Sponsor at the Destination Cape Breton Association office via email within **7 days** from the date the Form is sent to the winner via email; and
 - (c) The winner must otherwise comply with these Official Contest Rules.

In the event the selected winner fails to satisfy any of the above conditions or cannot accept for any reason whatsoever, then the 'Destination Cape Breton's Travel Trivia' prize gift certificate will be forfeited and will not be awarded to any further entrants.

10. By accepting 'Destination Cape Breton's Travel Trivia' prize gift certificate, the winner agrees that the Sponsor and its designates may use his/her name,

village/town/city of residence, and/or photograph to announce the winner of the Contest and for advertising and publicity purposes without compensation.

11. By participating in the Contest, all entrants:

- (a) Declare that they have read, understood, and complied with these Official Contest Rules;
- (b) Agree to abide by all decisions of Destination Cape Breton Association regarding any aspect of the Contest, whose decisions shall be final and binding; and
- (c) Agree to release, discharge, and hold harmless Destination Cape Breton Association and its respective subsidiaries, affiliates, officers, directors, and employees, including their promotional agencies, from any and all liability, claims, or damages arising out of their participation in the Contest and the acceptance or use, misuse, or possession of any prize awarded under the Contest online.

12. By participating in the Contest, entrants consent to the Sponsor's collection, use and disclosure of the entrant's personal information provided on the Entry for the administration of the Contest. The entrants also consent to the Sponsor's collection, use and disclosure of the entrant's personal information provided on the Entry in aggregated form, in order to create reports regarding entrant demographics, which reports the Sponsor may, in its sole discretion, use and disclose to others for the purpose of governance and accountability. The Sponsor will not otherwise sell or disclose entrants' personal information.

13. The Sponsor and each of its respective affiliated and associated persons and entities, are not responsible or liable, jointly or severally, for any of the following: erroneous, damaged, destroyed, lost, late, incomplete, illegible, incorrectly addressed or misdirected Entries, regardless of the cause; failure for any reason whatsoever of selected entrants to receive notification of prize package; or malfunctions or errors that may occur, regardless of the cause.

14. This Contest is governed exclusively by the laws of the Province of Nova Scotia, Canada, and all disputes arising therefrom are subject to the sole jurisdiction of the Courts of Nova Scotia without regard to any conflicts of law.

Online DISCLAIMER:

The Sponsor and its agents are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or Entry to be

received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer, related to or resulting from playing or downloading any materials in this promotion. The Sponsor reserve the right, in its sole discretion, to cancel or suspend the e-mail portion of the Contest should a virus, bug, or other cause beyond the reasonable control of the Sponsor or its agents, corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.