

‘Cape Breton Island Getaway Contest’

Official Rules and Regulations (‘Official Contest Rules’)

These are the official rules and regulations governing the ‘Cape Breton Island Getaway Contest’ contest

1. The **‘Cape Breton Island Getaway Contest’** (the “Contest”), sponsored by Destination Cape Breton Association commences at **12:01 am AST on Tuesday, November 15, 2022, and conclude at 11:59 pm AST on Sunday, April 2023** (the “Contest Period”).
2. How to Enter:
 - a. No purchase necessary.
 - b. Visit Cape Breton Island’s official website and enter via the contest form.

All entries (“Entries” or an “Entry”) become the property of the Sponsor and will not be acknowledged or returned.

3. The Contest is open to all Canadian residents (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 only one prize available to be won: The Grand Prize Package - *You and a guest could win a 5-day trip to Cape Breton Island!***

This prize package will not expire until December 31, 2023. The Grand Prize Package includes:

- Airfare for two from within Canada
- Car rental while on Cape Breton Island
- Accommodations for two people, in double occupancy, for four nights on Cape Breton Island. Accommodations will be selected in consultation with the prize package winner and Destination Cape Breton Association. Accommodation cost not to exceed \$1200 including taxes.
- \$1000 (including taxes) in gift certificates to experiences and established restaurants around Cape Breton Island. Gift certificates will be selected in consultation with the prize package winner and Destination Cape Breton Association.

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

It is the sole responsibility of the selected winner and the accompanying traveller to ensure they meet all requirements for international travel, where necessary. In the event the winner and/or accompanying traveller are not

permitted entry into Canada for any reason whatsoever, the Grand Prize Package will be forfeited, and the Grand Prize Package will not be awarded to any further entrants.

The Sponsor makes no warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Grand Prize Package and any travel related thereto.

6. The Grand Prize Package 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. The Grand Prize Package is not convertible to cash, will not be substituted, and must be accepted as awarded. Unused portions of the Grand Prize Package are forfeited as of **December 31, 2024**.
7. A random draw choosing one winner of the Grand Prize Package will be made by a Destination Cape Breton Association employee, on June 13, 2022, at 2:30 pm EST from all eligible Entries received during the Contest Period, (the "Grand Prize Draw"). The odds of winning the Grand Prize Package depends on the total number of eligible entries received for the Contest during the Contest Period.
8. Destination Cape Breton will attempt to contact the selected winner of the Grand Prize Draw via email and/or telephone for approximately two (2) weeks following the Grand Prize Draw, between 8:00 am EST and 8:00 pm EST. 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 at random 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 the Grand Prize Package, the selected winner must meet all of the following conditions:
 1. (a) The winner must provide proof of identification;
 2. (b) The winner will 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

3. (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 the Grand Prize Package for any reason whatsoever, then the Grand Prize Package will be forfeited and will not be awarded to any further entrants.

10. By accepting the Grand Prize Package, 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.

By participating in the Contest, all entrants:

1. (a) Declare that they have read, understood, and complied with these Official

Contest Rules;

2. (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

3. (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. By participating in the Contest, entrants consent to joining the Sponsor's email newsletter list, which is only used for the purposes of sharing Cape Breton Island package and/or experience offers and news about Cape Breton Island's tourism experience. The Sponsor will send no more than two newsletters per month and a simple unsubscribe link will be provided with each newsletter.
14. 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.
15. 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 online 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 reserves 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 reserves the right to seek

remedies and damages to the fullest extent permitted by law, including criminal prosecution.