



Great Treasure Hunt Contest

CONTEST RULES & REGULATIONS

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

This “Great Treasure Hunt” Contest (“Contest”), which is sponsored by the Winter Festival of Lights (“Sponsor”), 6815 Stanley Avenue, Niagara Falls, Ontario, Canada L2G 3Y9, begins at 9:00 am Eastern Standard Time (“EST”) on Thursday, December 5, 2019 and ends at 11:59 pm EST on Sunday, January 12, 2020 (the “Entry Period”), after which time no further entries will be accepted.

1. Eligibility: The Contest is open only to legal residents of Canada (including Quebec) and the United States (including Puerto Rico) who are at least twenty-one (18) years old or older at the time of entry and who otherwise meet the requirements set out in these Official Rules (“Official Rules”). Employees (and their parents, siblings and children, and persons domiciled with any such employee) of the Winter Festival of Lights, as well as their members or affiliated companies, are not eligible to enter or win.

2. Agreement to Official Rules: By entering the Contest, you indicate your full and unconditional agreement to: (a) the Official Rules; and (b) the Sponsor’s decisions, which are final and binding. Winning the prize is contingent upon fulfilling all requirements set forth herein. The Official Rules are subject to amendment by the Sponsor and are not subject to counteroffer.

3. How to Enter: No purchase necessary. To enter the Contest, you must locate at least one treasure on the contest and like the Contest Facebook Page (<https://www.facebook.com/greattreasurehuntmobile/>) and Share a treasure on Facebook. Entrants are not permitted to submit multiple Entries by using multiple/different names, identities, or email addresses, or through any other methods. The Sponsor, in its sole and absolute discretion, may reject entrants from participating in the Contest if the Entry is not submitted and received in accordance with these Official Rules during the corresponding Entry Period. The decisions of the Sponsor in this respect are final.

4. Grand Prize: One (1) winner (“Winner”) will receive:

Sterling Inn Boutique Hotel One Night Overnight Stay plus a \$100 Sterling Inn Gift Certificate
Niagara Helicopters – Certificate for Helicopter Ride for two Adults
BATL Niagara - Gift Voucher for 6 people (\$300 value)
Ripley’s Believe it or Not! – Gift Bag

The Winner is solely responsible for any additional costs, taxes or fees not expressly described herein including and without limitation, all personal expenses of any kind. The Prize must be accepted “as is” and cannot be redeemed for its cash value.



Weekly Prizes:

Friday, December 13, 2019

Hornblower Niagara Cruises – Four Passes for the 2020 season Voyage to the Falls Cruise
Ripley's Believe it or Not! – Gift Bag
BATL Niagara – One-hour Axe throwing voucher for two

Friday, December 20, 2019

Skylon Tower – \$150 Voucher
Ripley's Believe it or Not! – Gift Bag

Friday, December 27, 2019

Ripley's Believe it or Not! – Gift Bag
BATL Niagara – One-hour Axe throwing voucher for two

Friday, January 3, 2020

Hornblower Niagara Cruises – Four Passes for the 2020 season Voyage to the Falls Cruise
Ripley's Believe it or Not! – Gift Bag
BATL Niagara – One-hour Axe throwing voucher for two

Friday, January 10, 2020

Ripley's Believe it or Not! – Gift Bag
BATL Niagara – One-hour Axe throwing voucher for two

The individuals awarded with the weekly draws are solely responsible for any additional costs, taxes or fees not expressly described herein including and without limitation, all personal expenses of any kind. The Prize must be accepted "as is" and cannot be redeemed for its cash value.

5. Drawing:

Grand Prize: On or about Monday, January 13, 2020, at 6815 Stanley Avenue, Niagara Falls, Ontario, Canada L2G 3Y9, the Sponsor will select one (1) potential Winner in a random drawing from all eligible entries received throughout the Entry Period. The odds of being selected depend on the number of entries received.

Weekly Draws will follow the schedule below:

Friday, December 13, 2019
Friday, December 20, 2019
Friday, December 27, 2019
Friday, January 3, 2020
Friday, January 10, 2020



Weekly draws will take place at 6815 Stanley Avenue, Niagara Falls, Ontario, Canada L2G 3Y9, the Sponsor will select one (1) potential Winner in a random drawing from all eligible entries received throughout the Entry Period. The odds of being selected depend on the number of entries received.

6. Notification and Requirements of Potential Winner: The Sponsor will send an message to the potential winner within 48-hours of the completed draw. If the potential winner cannot be contacted within a one week period after being selected, the potential winner will forfeit the Prize and an alternate winner will be selected. The Prize only be awarded to the confirmed Winner. An unclaimed Prize will not be awarded. In the event that a potential winner does not comply with all the eligibility criteria as set out in these Official Rules, the Sponsor will have the right to disqualify such potential winner and draw an alternate potential winner. All decisions made by the Sponsor with respect to any aspect of the Contest are final and binding.

7. Release and Limitations of Liability: By participating in the Contest, you agree to release and hold harmless the Sponsor, Winter Festival of Lights, their parent companies, subsidiaries, affiliates, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the Prize or any component thereof, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the entrant's participation in the Contest or receipt or use of the Prize or any component thereof. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering the Contest, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

8. Modification/Termination: In the event that the operation, security, or administration of the Contest is impaired in any way, including, but not limited to fraud, tampering, viruses, technical problems or other causes beyond the control of the Sponsor, the Sponsor may, in its sole and absolute discretion, either: (a) cancel the Contest; (b) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (c) award the prize at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves its right to cancel, terminate, modify, amend, extend, or suspend the Contest or any portion thereof at its discretion without advance or further notice.

9. Québec: For Québec residents, any litigation respecting the conduct or organization of the Contest may be submitted to the Régie des alcools, des courses et des jeux du Québec for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the board only for the purpose of helping the parties reach a settlement.



10. Privacy: Any information collected from the Contest shall be used only in a manner consistent with the consent given by the entrants at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at <http://www.wfol.com/privacy-policy/>. Each entrant expressly agrees to the use of his/her personal information for such purposes. The following information will be collected from each entrant for the purpose of administering the Contest, and may also be used by the Released Parties to contact the Contest Winner. The Released Parties will not sell, share, or otherwise disclose information collected in any manner with third parties, other than those parties necessary to fulfill the above purposes, unless the entrant has given his/her prior express consent to receive additional information from the Released Parties or a third party. Entrants have a right of access to, modification, and withdrawal of their personal data. Entrants also have the right of opposition to the data collection, under certain circumstances, in accordance with applicable law. To exercise such right, an entrant may write to Winter Festival of Lights, 6815 Stanley Avenue, Niagara Falls, Ontario, Canada L2G 3Y9. The Released Parties will take all steps reasonably necessary to ensure that entrants' personal information is treated securely and in accordance with the Sponsor's Privacy Policy and these Official Rules, but will not otherwise take steps to ensure compliance with the applicable Canadian laws.

11. Disputes: This Contest is subject to all applicable federal, provincial and municipal laws and regulations. Except where prohibited by law, you agree that any and all disputes, claims, and causes of action arising out of, or connected with the conduct of the Contest or the awarding of the Prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Ontario, Canada. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Ontario, Canada, without giving effect to any choice of law or conflict of law rules (whether of Ontario, Canada, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ontario, Canada.

Dated: December 10, 2019