

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

**1. Eligibility:** Contests are open only to those who Post 10+ Cultural Scavenger Hunt icons with the #EyeSpyKL to their Facebook Page, OR Instagram account, and who are 19+ as of the date of entry. Contests are only open to legal residents of Canada, and is void where prohibited by law. Employees of City of Kawartha Lakes, its affiliates, subsidiaries, advertising and promotion agencies, (collectively the "Employees"), are not eligible to participate in contests. The contests are subject to all applicable federal, provincial, and local laws and regulations. Void where prohibited.

Cultural Scavenger Hunt content shared through ExploreKawarthaLakes social media channels is intended to provide information. Individuals must be 19 years of age or older in order to be entered in the draw. Government Issued Photo Identification may be required to prove an individual's age. Individuals must be 19 yrs + in order to participate in consumption of sundries associated with the prizes to be drawn.

Potential Winners of any social media contest will have to come to the City of Kawartha Lakes Lindsay Service Centre in Lindsay, Ontario, to complete and sign a release form prior to their potential win being official. At this time potential winners will have to provide government issued photo identification suitable to management in order to ensure compliance with the age restrictions. Failure to follow all Social Media Participation Guidelines and/or Social Media Contest Rules including but not limited to the age requirements may result in the disqualification of potential winners. In this case another potential winner will be chosen to be awarded the prize in keeping with all rules and regulations.

**2. Agreement to Rules:** 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 City of Kawartha Lakes as final and binding as it relates to the content of this contest.

**3. Contest Period:** All entries must be received by date specified on the Facebook post, Twitter tweet, or Instagram Post. Contest will run from September 4 2021 – October 31, 2021.

**4. How to Enter:** The contest must be entered by participants posting 10+ Cultural Scavenger Hunt icons with the #EyeSpyKL to their Facebook Page, or Instagram account, tagging @explorekawarthalakes. The entry must fulfill all contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the City of Kawartha Lakes. You may enter as many times as you like but only one post per icon counts to the cumulative total of 10+ required for entry into the draw. You must provide the information requested. You may not enter more times than indicated

by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the City of Kawartha Lakes

**5. Prizes:** The Winner(s) of the contests (the "Winner") will receive the prize as specified. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the City of Kawartha Lakes. No cash or other prize substitution shall be permitted. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, provincial, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for 'the City' to use the Winner's name, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification:** Winner will be selected by a random draw under the supervision of the City of Kawartha Lakes. Winner will be notified by either Facebook, Twitter, or Instagram messaging within two (2) days following selection of Winner. The City of Kawartha Lakes 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 7 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, provincial, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT City of Kawartha Lakes' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

**8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that the City of Kawartha Lakes, anyone acting on behalf of the City of Kawartha Lakes and/ or its licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

**9. Terms & Conditions:** The City of Kawartha Lakes reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond the City of Kawartha Lakes control corrupt or affect the administration, security, fairness, or proper conduct of the contest. In such case, the City of Kawartha Lakes may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the City of Kawartha Lakes. The City of Kawartha Lakes reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Terms & Conditions. The City of Kawartha Lakes has the right, in its sole discretion, to maintain the integrity of the contest, to void votes for any reason, including, but not limited to the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the contest may be a violation of criminal and civil laws. Should such attempt be made, the City of Kawartha Lakes reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold harmless the City of Kawartha Lakes and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**11. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF CANADA AND ONTARIO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.** As a condition of participating in this contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ontario having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this contest). Participant further waives all rights to have damages multiplied or increased.

**12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the City of Kawartha Lakes website and the terms and conditions of these social media contest rules.

**13. Sponsor:** The Sponsor of the contest(s) is the City of Kawartha Lakes

**14. Facebook:** The contest(s) hosted by the City of Kawartha Lakes is in no way sponsored, endorsed, administered by, or associated with Facebook.

**15. Twitter:** The contest(s) hosted by the City of Kawartha Lakes is in no way sponsored, endorsed, administered by, or associated with Twitter.

**16. Instagram:** The contest(s) hosted by the City of Kawartha Lakes is in no way sponsored, endorsed, administered by, or associated with Instagram.