

## ***Georgetown Market Place “Mom & Me Selfie Photo Contest”***

### ***Rules & Regulations***

The contest opens at 12:00:01a.m Eastern Time (“ET”) on Monday April 11<sup>th</sup>, 2016 and closes at 11:59:59 p.m. ET on Sunday May 8<sup>th</sup>, 2016 (the “Contest Period”)

- 1. ELIGIBILITY:** To enter and to be eligible to win, a person must be a legal resident of Canada at the time of entry (see further provincial residency requirements for the prize below), who is the age of majority in their province of residence or older at the time of entry and who is not an employee, agent and/or representative of the Georgetown Market Place it’s affiliated companies or agents, it’s respective advertising or promotional agencies or the independent contest organization or a member of any such employee’s immediate family (regardless of where they live) or persons with whom they are domiciled (whether related to the employee or not). In these official Rules, “immediate family” includes Mother, father, brothers, sisters, sons, daughters, partner or spouse.
  
- 2. HOW TO ENTER.** No Purchase necessary. To enter, an individual must adhere to the following:

**How to Enter For A Chance To Win A Grand Prize:** During the Contest Period, visit Georgetown Market place to register and complete the online entry form by entering the required information such as full name, home address, age, gender, and phone number. You must have a valid email address to enter the contest.

Contestants will have the option to opt-in to the mailing list using the online entry form in order to receive ongoing newsletters, future promotions and other information provided by the Georgetown Market Place, during the Contest registration process. By opting-in to the email program the Contest entrant gives his/her consent to the Georgetown Market Place in keeping his/her personal information on file, including but not limited to the Contest entrant’s name, email address, home address, age, and gender; for the sole purpose of providing promotional emails to the contest entrant. The Contest entrant will have the ability to opt-out and be removed from the mailing list at any time.

In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. All entries are subject to verification by the Georgetown Market Place at any time and for any reason. The Georgetown Market Place reserves the right to require proof of identity and/or eligibility ( in a form acceptable to the Georgetown Market Place including, without limitation, government issued photo identification) to participate in this contest or to redeem the prize. Failure to provide such proof to the satisfaction of the Georgetown Market Place in a timely manner may result in disqualification.

- 3. PRIZE.** There is one (1) prize (the “**PRIZE**”) available to be won. The Prize consists of:  
**(1) Prize of \$500 Georgetown Market Place Mall Gift Card plus store prizes.**  
**From the stores that have participated in this event.**

The prize is non-transferable, must be accepted as awarded and cannot be substituted for cash. Certificate or otherwise. Arrangements for delivery of the prize will be confirmed by the Georgetown Market Place Management team thereof with the winner by email and phone call. The prize will only be released to the confirmed winner.

- 4. DRAW.** An entrant will be selected by random draw to be conducted by the Georgetown market Place Management Team thereof on Monday May 9<sup>th</sup>, 2016 from all eligible entries received during the Contest Period. To be declared the winner, the entrant that is selected must: (A) have complied with and must continue to comply with these Rules and regulations; (B) confirms compliance with these Rules and Regulations; (C) agrees to the publication, reproduction and/or other use of his/her name, addresses, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Georgetown Market Place in any manner whatsoever, including print, broadcast or the internet; and correctly answers a skill-testing question. The odds of winning will depend on the total number of eligible entries that are submitted. The Georgetown Market Place will attempt to contact the entrant that is selected by email and phone using the information provided on the selected entrant's entry. In the event the entrant that is selected is disqualified, does not correctly answer (or does not answer) the skill-testing question, declines or otherwise does not accept the prize, does not execute and return to the Georgetown Market Place any required acknowledgement and release forms within the time period indicated on such forms (as applicable), or cannot be contacted within five (5) business days of the draw, the Georgetown Market Place will randomly select another entrant to be eligible to win the prize and the Georgetown Market Place shall be fully and completely released and discharged from any liability or responsibility to the first select entrant. The process described above will be repeated until the prize has been awarded or there are no more eligible entrants, whichever occurs first. No correspondence will be entered into except with the selected entrant (or any other entrant(s) as deemed necessary by the Georgetown Market Place.
- 5. INDEMNIFICATION.** By submitting an entry, each entrant agrees to indemnify the Releasees and save them fully harmless against, and will reimburse them for, any damages arising in the whole or in part from acceptance, possession, use or misuse of the prize awarded, participation in this Contest or any related activity.
- 6. PRIVACY.** By submitting an entry, entrants consent to the collection, use, storage and disclosure of their personal information, including without limitation their name, postal and email address by the Georgetown Market Place in connection with to the administration of this Contest including, but not limited to, for the purpose of receiving one or more messages, whether electronic or not, from the Georgetown Market Place, which may provide entrants with information regarding the Contest or otherwise further the administration of the Contest. The entrant will be deemed to have solicited these messages from the Georgetown Market Place by virtue of entering the Contest. By accepting the prize, the winner consents to the collection, use, storage and disclosure to the public of his/her name, postal address, voice, statements and photographs or other likenesses in any publicity carried out by the Georgetown Market Place in connection with the Contest in any media or formats, including but not limited to the internet, without further notice, permission or compensation. Entrant and winner personal information shall not be provided to any third party by the Georgetown Market Place

without consent by the entrant. This section does not limit any other consent (s) that an individual may provide the Georgetown Market Place or other in relation to the collection, use and/or disclosure of their personal information.

- 7. GENERAL.** All entries become the property of the Georgetown Market Place assumes no responsibility for entries that are lost, late, delayed, destroyed or misdirected for any reason whatsoever. The responsibility shall not be responsible for any errors, negligence, losses or damages of any nature whatsoever that may arise or occur in connection with this Contest or the prize.

The Releasees will not be liable for any failure of any website during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer online system, servers, access providers, computer equipment or software; for the failure of any entry to be received by the Georgetown Market Place for any reason including, but not limited to , technical problems or traffic congestion on the internet or at any website; or any combination of the above. Further, the releases will not be liable for any injury or damage to an entrant's or any other person's computer and/or mobile phone related to or resulting from participating or downloading any material in the Contest.

If for any reason, in the Georgetown Market Place sole discretion, this Contest is not capable of running as originally contemplated by these Rules and Regulations, or if the administration, security, fairness, integrity, the proper conduct of, or the odds of winning this Contest are corrupted or adversely affected, including by reason of tampering, fraud or any other causes beyond its control, the Georgetown Market Place reserves the right to cancel, terminate, modify, amend, extend or suspend this Contest, in whole or in part, at any time and without prior notice, including selecting a winner from previously received eligible entries. Subject to applicable law and any required regulatory approval, The Georgetown Market Place reserves the right and without prior notice to adjust any of the dates and/or time-frames stipulated in these Rules and Regulations, to the extent necessary, for the purposes of verifying compliance by any entrant or entry with these Rules and Regulations, or as a result of other problems, or in light of other circumstances which, in the opinion of the Georgetown Market Place, affects the proper administration of the Contest as contemplated in these Rules and Regulations, or for any other reason. The Georgetown Market Place reserves the right to disqualify from this contest and any future Contest or other promotion conducted by the Georgetown Market Place, any individual it finds or believes to be tampering with the entry process or the operation of the Contest or the Contest Website, to be acting in violation of these Rules and Regulations, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, GEORGETOWN MARKET PLACE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and Regulations and disclosures or other statements contained in any Contest related materials, the terms and conditions of these Rules and Regulations shall prevail, govern and control to the fullest extent permitted by applicable law.

- 8. LIMITATION OF LIABILITY.** Without limiting the limitations of liability set forth elsewhere in these Rules and Regulations and/or the acknowledgement and release, and for greater certainty, the Releasees will not be liable for: (i) any incomplete or inaccurate information caused by users of the Contest Website or by any equipment or programming associated with or utilized in the Contest or by any technical or human error that may occur in the capturing and /or processing of entries; (ii) the theft, loss, destruction or unauthorized access to, or alteration of, entries or the Contest Website; (iii) any problems with, or technical malfunctions of, telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs; (iv) any failure of any email to be received by or from the Georgetown Market Place and/or entry to be captured, recorded or received for any reason including but not limited to traffic congestion on the internet or at any website or combination thereof; (v) damage to a participant's or other person's system occasioned by participation or downloading of materials in this Contest; (vi) any typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, these Rules and Regulations, the selection and/or announcement of the eligible entrant(s) or the winner, and/or the distribution of the prize; and (vii) any combination of the above.
- 9. GOVERNING LAW.** The contest is subject to applicable federal, provincial and municipal laws and regulations. The official Rules and Regulations are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Georgetown Market Place. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules and Regulations or the rights and obligations as between an Entrant and the Georgetown Market Place in connection with the Contest shall be governed by the construed in accordance with the laws of the province of Ontario, including Procedural provisions, without giving effect to any choice of law or conflict or the law rules or provisions that would cause the application of any other jurisdiction's laws.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules and Regulations shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

**Georgetown Market Place, 280 Guelph Street, Georgetown, Ontario, L7G 4B1**