



## **The Adventure Getaway Contest For Huntsville, Lake of Bays & Algonquin Park Official Rules and Regulations**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### **1. Eligibility**

The Adventure Getaway Contest (the "Promotion") is open only to legal residents of Canada who are at least twenty-one (21) years of age or older at the time of entry. Void where prohibited by law. Employees and Board members of the Huntsville/Lake of Bays Chamber of Commerce, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee and/or board member are not eligible. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Partner's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### **2. Administrator**

Administrator: Huntsville/Lake of Bays Chamber of Commerce, 8 West Street North, Huntsville, ON, P1H 2B6, Phone 705-789-4771, Fax 705-789-6191.

### **3. Timing**

The Promotion begins on December 12, 2009 at 12:00 a.m. Eastern Time ("ET") and ends on June 30, 2010 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion. The time that an entry is received by the Administrator will be the time at which it is received by the Administrator's mail server or web server (as applicable) as determined in accordance with the applicable server's clock.

### **4. How to Enter**

During the Promotion Period, visit [www.huntsvilleadventures.com](http://www.huntsvilleadventures.com), fill out the online entry form in full and submit the form. **Limit: Limit one entry per person, per household, per email address, during the Promotion Period regardless of method of entry.** Multiple participants are not permitted to share the same email address. A person entering on line must provide a valid email account associated with a domain that can be identified by a reverse domain name search as part of their contact information. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Administrator is not responsible for late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

### **5. Winner Selection**

On or about the draw dates listed below in Section 7, the Administrator will conduct a random draw to select one (1) entry for a prize package described below in Section 7 from all valid entries received during the Promotion Period. Approximately, five days after each draw date, the potential winner will be contacted by email, telephone or registered mail using the information provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules.) The potential winner will also be required to sign and return to the Administrator, within fourteen (14) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release in order to claim his/her prize. Failure to respond to the initial phone call (email or registered mail) within five (5) business days of date of notification will result in disqualification. If the potential winner cannot be contacted, fails

to sign and return the affidavit of eligibility and liability/publicity release within the required time period, or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize and the initial selected potential winner will have no further recourse towards the Administrator or any person or company associated with this Promotion. In the event that a potential winner is disqualified for any reason, Administrator will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Administrator's decisions as to the administration and operation of the Promotion and the selection of potential winner are final and binding in all matters related to the Promotion.

## **6. POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.**

Potential winner must comply with all terms and conditions of these Official Rules, and receipt of the prize is contingent upon fulfilling all requirements. The potential winner may be required to provide the Administrator with documentation that shows he or she was an eligible participant. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder.

## **7. Draw Dates and Prize**

Draw Dates:

- September 30, 2009
- December 30, 2009
- March 30, 2010
- June 30, 2010

Grand Prize: FOUR (4) GRAND PRIZE: Winner will receive:

- a) Two Nights Accommodation at Deerhurst Resort ([www.deerhurstresort.com](http://www.deerhurstresort.com)) OR Two Nights Accommodation at Delta Grandview Resort ([www.deltagrandview.com](http://www.deltagrandview.com)). Administrator to advise of Accommodation package prior to each draw.
- b) Dinner for Two at 3 Guys and a Stove ([www.whoscomingfordinner.com](http://www.whoscomingfordinner.com))
- c) Day Pass for Muskoka Heritage Place ([www.muskokaheritageplace.org](http://www.muskokaheritageplace.org))
- d) Kayak or Canoe Rental from Algonquin Outfitters ([www.algonquinoutfitters.com](http://www.algonquinoutfitters.com))
- e) \$60.00 BIA Downtown Dollars ([www.huntsvilleadventures.ca](http://www.huntsvilleadventures.ca))

Grand Prize must be redeemed within one year of draw date. If the selected entrant is not able to travel during the specified time, he/she will forfeit the prize and the Administrator will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Any unused portion of the Grand Prize value is forfeited. The Administrator is not responsible for the weather conditions or activity availability and no refunds will be issued should the selected dates limit any element of the grand prize usage.

The grand prize is subject to availability and some blackout periods will apply. Additional restrictions, conditions and limitations may apply. No cash equivalent for the grand prize, all portions of the grand prize are non-transferable and no substitution will be made except as provided herein at the Administrator's sole discretion. Administrator reserve the right to substitute any listed prize for one of equal or greater value for any reason. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

## **8. Entry Conditions and Release**

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Administrator which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Administrator and each of their respective parents, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Administrator from and against any and all claims, expenses, and liabilities (including reasonable legal fees) arising out of or relating to an entrant's participation in the Promotion and/or entrant's acceptance, use or misuse of prize.

## **9. Publicity**

Except where prohibited, participation in the Promotion constitutes winner's consent to Administrator's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or city of residence for promotional purposes in any media, worldwide, without further payment or consideration.

## **10. General Conditions**

Administrator reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by the Administrator in its sole discretion. The Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **11. Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotions play, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Administrator, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

## **12. Disputes**

This Promotion is governed by the laws of Ontario and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. By entering this Promotion, the entrant agrees that the courts of the Province of Ontario, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of these Promotion Rules and Regulations or the running of this Promotion.

**For residents of Quebec only.** Any litigation respecting the conduct or organization of a publicity Promotion may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping parties reach a settlement.

## **13. Termination**

The Promotion Administrator reserves the right, in its sole discretion, with the consent of the Régie to terminate, modify or suspend the Promotion, or modify the Promotion Rules and Regulations at any time for any reason whatsoever.

## **14. Entrant's Personal Information**

Administrator reserves the right to contact entrants and all other individuals whose email address is submitted as part of this Promotion. No further marketing communications will be received by entrants unless entrants provide explicit permission to do. Information collected from entrants is subject to the Administrator's Privacy Policy, which is available at [www.ontariotravel.net](http://www.ontariotravel.net).

## **15. Promotion Results**

For Promotion results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to The Adventures Getway Contest c/o Huntsville/Lake of Bays Chamber of Commerce, 8 West Street North, Huntsville, ON, P1H 2B6. Requests for the winner list must be received by July 30, 2010.