# Tourism Winnipeg Giveaway OFFICIAL RULES

## Eligibility

1. The Ignite Magazine Inc. "Winnipeg is for Real!" giveaway contest (the "**Giveaway**") is open only to Canadian residents, who are over the age of majority in their province/territory of residence at the time of entry and subscribe to *Ignite* magazine. Employees, representatives and agents of *Ignite* Magazine Inc. ("**Ignite**") and its affiliates, as well as the immediate family members (spouse, children, parents and siblings) and those living in the same household of such employees, representatives and agents are not eligible to enter. Void where prohibited by law.

#### **How to Enter**

## 2. There are two ways to enter:

By mail: If you are an eligible entrant, you may enter the Giveaway between September 1, 2024 and October 31, 2024 (the "Giveaway Period") by printing your first name, last name, telephone number, and email address on a plain white piece of paper and mail it to 6-1500 Upper Middle Road West, #317, Oakville, Ontario L6M 0C2, Attention: Tourism Winnipeg Entries (in an envelope with sufficient pre-paid postage) with a fifty (50) to one hundred fifty (150) word unique and original handwritten essay giving three reasons why you would like to win the prize (collectively, a "Mail-in Request"). One mail-in entry per person will be accepted. For your entry to be eligible for the giveaway draw, it must be received by the Deadline Period set out in section 18 below (each a "Deadline Period") during the Giveaway Period. Upon receipt of your valid entry at the above address, you will be automatically entered in the Giveaway, subject to the qualifications herein. Each Mail-in Request must be unique, and sent separately in an envelope with sufficient pre-paid postage. Ignite takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Mail-in Requests. No mechanically reproduced Mail-in Requests or facsimiles will be permitted. For greater certainty, any eligible entrant may submit a Mail-in Request. By submitting a Mail-in Request, you are confirming that you are of the age of majority in the Canadian province or territory in which you reside and that you have read and agree to be legally bound by these Official Rules.

OR Online: You may enter the Giveaway online as follows:

You may enter the Giveaway by visiting <a href="https://ignitemag.ca/winnipeg">https://ignitemag.ca/winnipeg</a> and completing the entry form associated with the quiz.

Each entrant must complete entry before 11:59:59 PM ET on the last day of the applicable Deadline Period.

- 3. Limit one (1) entry per person, regardless of whether the entry is made by mail or online. All entries from individuals found to have entered more than once will be void.
- 4. In the event of a dispute over the identity of a potential winner, the potential winner may be required to provide identification sufficient to show that he/she is the person identified on the entry submission and is otherwise eligible to win.
- 5. Ignite is not responsible for any lost, late, illegible, incomplete, falsified, destroyed, or failed entries, or for any electronic miscommunications or failures of any kind, which may limit an entrant's ability to participate in the Giveaway. Proof of submitting an entry is not proof of receipt by Ignite. All entries

become the property of Ignite and will not be acknowledged or returned. Any and all lost, late, illegible, incomplete, falsified, destroyed, or failed entries will be disqualified. No purchase is necessary to enter or win, and a purchase will not increase the odds of your winning.

6. One (1) prize package available to be won by random draw as set out in section 18 below ("**Deadline Date**").

#### **Prize Giveaway**

7. At the outset of the Giveaway, there are a total of one (1) prize to be won. The approximate value will be \$500.00.

There is a limit of one (1) prize per person during the entire Giveaway Period.

Tourism Winnipeg will coordinate directly with the winner to award the one year subscription to a streaming service of their choice (value up to \$300 limit), and Tourism Winnipeg will mail the additional Made in Winnipeg party package (value of \$200) directly to the winner.

8. Ignite will make reasonable efforts to contact potential winners by telephone (if telephone number provided) and/or email within fifteen (15) business days following the relevant Deadline Date. If the potential winner cannot be contacted within the time specified above, does not complete the necessary eligibility forms (outlined below) within twenty (20) days of his/her being informed of being selected as a potential winner, is not otherwise an eligible entrant, or does not otherwise comply with these Official Rules, he/she will not win any prize. In this event, the prize will be awarded to an alternate entrant, who will be selected from among the remaining eligible entries. Any alternate winner will have the same rights and obligations as the original winner. To claim a prize, a potential winner must comply with these Official Rules for this Giveaway, and must fill out and return a Release within fourteen (14) days of his/her being informed of his/her name being drawn. The prize will be delivered to confirmed winner.

### **Confirmation of Potential Winner**

9. By participating in the Giveaway, entrants agree to be bound by these Official Rules and the decisions of Ignite and its agents, which are final and binding in all respects. No cash or other substitution or transfer of prizes is permitted, except that Ignite reserves the right, in its sole discretion, to substitute a prize of equal or greater value. Return of any prize notification as non-deliverable or failure to comply with these Official Rules will result in disqualification, and an alternate entrant may be selected as runner up in accordance with these Official Rules. All taxes for prizes are the sole responsibility of the individual winners.

#### Miscellaneous

10. By participating, entrants agree: (1) that Ignite and Tourism Winnipeg may (unless prohibited by law) use winner's name, city of residence, photograph, image and/or likeness for advertising and other promotional purposes, without further review or compensation, in any media, in perpetuity and worldwide; and (2) to hold Ignite, its affiliates, agents, and their respective directors, officers, employees, representatives, agents and assigns, and program sponsor Tourism Winnipeg, harmless against any and all claims, loss, liability, injury or damage to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of their acceptance, possession or use of a prize or their participation in this Giveaway.

- 11. Ignite is not responsible for incomplete, lost or late entries or faulty transmissions, technical computer hardware or software failures of any kind, lost or interrupted or unavailable network connections, or failed, incomplete, garbled, misrouted, scrambled or delayed computer transmission, or other errors or problems of any kind, whether mechanical, human, electronic or otherwise, which may limit or affect in any way an entrant's ability to participate in this Giveaway. Ignite is not responsible for any typographical or other error in the printing of the offer, administration of this Giveaway or in the announcement of the prizes. Ignite assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Giveaway; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of this Giveaway; (d) inaccessibility or unavailability of the entry portals on any particular day; or (e) any injury or damage to entrant's or to any other person's computer which may be related to or resulting from participating in the Giveaway or any attempt to obtain further information concerning this Giveaway.
- 12. Ignite reserves the right (1) to disqualify any entrant and void any entries of an entrant who has engaged in unsportsmanlike conduct, fraud or other misconduct relative to this Giveaway or otherwise attempted to tamper with or impair this Giveaway; and/or (2) to cancel, modify, suspend or terminate this Giveaway, for any reason, including if, in Ignite's sole opinion, technical failures, applicable laws or regulations, virus, bugs, unauthorized human intervention or other cause beyond Ignite's control destroys the integrity of this Giveaway or otherwise corrupts or impairs the administration, security, legality, fairness or proper play of this Giveaway or any part thereof. Online entries must be made only by the original, manual keystrokes of the individual entrant. Use of any automated system including robotic, or form filling software to enter is prohibited and will result in disqualification of all entries by anyone using such assistance.
- 13. Ignite also reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of this Giveaway, or to be acting in any manner Ignite deems to be in violation of these Official Rules or disruptive, or with intent to annoy, abuse, threaten or harass any other person. If, for any reason, this Giveaway is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, violation of applicable law or regulation or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, Ignite reserves the right at its sole discretion to cancel, terminate, modify or suspend this Giveaway in whole or in part.
- 14. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, IGNITE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 15. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted on the entry form at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet service provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address.
- 16. Personal information gathered by Ignite will be used for the purposes of administering the Giveaway, contacting potential winners and as otherwise permitted or required by law. Please see Ignite Magazine Inc.'s Privacy Policy https://ignitemag.ca/about/privacy\_policy for information on its policy toward maintaining the privacy and security of your information.

# **Personal Information**

17. The Giveaway is subject to all federal, provincial and municipal laws. The Giveaway and these Official Rules will be exclusively governed and construed in accordance with the laws of the province of Ontario. Any dispute arising hereunder shall be governed by the laws of Ontario and shall be adjudicated in the applicable court in Ontario.

# 18. Deadline Date and Winner Announcement Period

Entries received during or prior to each Entry Period will be eligible for one entry in the random draw:

Draw Date	Prize	Draw Period
	Tourism Winnipeg Viewing Party Prize	
Package:		
November 4, 2024	1 Year subscription to a streaming service of your choice (up to \$300 value max) Plus a Made in Winnipeg Party Package valued at \$200, mailed to the winner.	12:01 AM EST on September 1, 2024 11:59 PM EST on October 31, 2024