

## DCI Prize Winner Policy

**1. Eligibility:** Contest is open only to those who are 16 years of age as of the date of entry. Employees of Downtown Charlottetown Inc (DCI) (the “Sponsor”) are not eligible to participate in the Contest. The Contest is subject to all applicable Federal, Provincial and local laws and regulations. Void where prohibited.

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**Commented [MM2]:** municipal?

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of DCI, as final and binding as it relates to the content.

**3. Contest Period:** Please see specific contest rules and regulations on website, social media, or handout (where applicable). [www.downtowncharlottetown.com](http://www.downtowncharlottetown.com)

**4. Prizes:** Winners will receive the listed prize(s). The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. All prize related expenses, including without limitation all federal, provincial, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for DCI to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation.

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

**6. Winner selection and notification:** Winners of the contest will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered the contest. DCI shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 5 business days from the time award notification was sent, prize will be forfeited.

Any violation of these official rules by any winner (at sponsor's sole discretion) will result in such winner's disqualification as winner of the contest and all privileges as

winner will be immediately terminated.

**7. Rights Granted by you:** By entering this content you understand that DCI, anyone acting on behalf of DCI, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**8. Terms:** DCI reserves the right, in its sole discretion to cancel, terminate, modify or suspend the contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, DCI may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by DCI.

DCI reserves the right at 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.

DCI has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, DCI reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Contest, you agree to receive email newsletters periodically from DCI. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

**9. Limitation of Liability:** By entering you agree to release and hold harmless DCI 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 malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**10. Sponsor:** The Sponsor of the Contest is DCI, 160B Queen St., Charlottetown, PEI, Canada.

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**11.** This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google. You understand that you are providing your information to the owner of this contest and not to Facebook, X, Tiktok, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google.

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