# BEST VALUE MOTEL INC. O/A RAMADA KINGSTON HOTEL & CONFERENCE CENTRE 2019 WIN A WEDDING CONTEST RULES AND REGULATIONS

THE WIN A WEDDING CONTEST (THE "CONTEST") IS INTENDED TO BE THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

- 1. ELIGIBILITY. To be eligible for this Contest, an individual must:
- (a) be a legal resident of the province of Ontario;
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry;
- (c) be the sole owner of all right, title and interest (including copyright) in and to the Submission (as defined below) submitted in connection with the Contest;
- (d) be willing and able to be legally married including without limitation the provision and completion of a marriage license and any necessary documentation for marriage in the province of Ontario;
- (e) be willing and able to accept the Prize as awarded; and
- (f) be able to redeem the Prize on December 31, 2019.

Employees of BEST VALUE MOTEL INC. O/A RAMADA KINGSTON HOTEL & CONFERENCE CENTRE (referred to herein as the "Sponsor") and their affiliates, subsidiaries, related companies, successors and assigns and/or the household members of any of the above are not eligible to enter.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD. The Contest begins at 6:00 a.m. Eastern Time ("ET") on Saturday, June 1st, 2019 and ends at 11:59 p.m ET on Friday, August 2nd, 2019 (the "Contest Period") after which time the Contest will be closed and no other entries shall be accepted.

## 3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.
- (b) Each entrant must submit a picture of yourself and your fiancé no more than 3MB in size, and in jpeg or PNG format, full names, address(es), phone number and email address(es) as well as a short essay in English with no more than two hundred (200) words describing your love story and telling us why you should win. The photo and essay should be sent to <a href="mailto:winawedding@ramadakingston.com">winawedding@ramadakingston.com</a>. Emails must be received by 11:59 p.m. on August 2nd, 2019 to be eligible. Each entrant may receive an email confirming receipt of entry by the Sponsor and will be asked to acknowledge by return email that they have reviewed and are compliant with contest rules and regulations.
- (c) By participating in this Contest, each entrant represents and warrants that the Submission: (i) does not contain any material, language or gestures that are libelous, defamatory, indecent, profane, obscene or violent and does not violate any laws relating to hate speech or otherwise;
- (ii) is original, solely created by the entrant and that no third party participated as an author, coauthor or otherwise in the creation of the Submission or any part thereof, and all right, title and interest (including copyright) therein is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsor to use the Submission as contemplated by these Contest Rules;
- (iii) does not infringe upon the intellectual property right, proprietary interest or other statutory or common law rights of any third party; (iv) does not contain any recognizable logos or any other copyrighted material; (v) does not contain any mention, endorsement, or "plug" any commercial product, service, venture or thing, including, without limitation, the name of your employer; and (vi) has not been submitted in connection with any other contest and/or promotional campaign.
- (d) Limit of one (1) entry per entrant during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- (e) All entries including the submission, become the sole property of the Sponsor and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.
- (f) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide the Sponsor with proof that they are the authorized account holder of the e-mail address associated with their entry.

## 4. PRIZE.

(a) Prize. There is one (1) prize ("Prize") available to be won by the Prize winner ("Winner") consisting of the following services to take place on December 31, 2019 (the "Wedding Date"):

The Prize has an approximate retail value of Nine Thousand Five Hundred Dollars (\$9,500 Canadian) and includes the following services and amenities for eighty (80) guests on December 31, 2019:

- Room for Wedding Ceremony and Reception (decor is included and is at the discretion of the Sponsor).
- Reception including Appetizers, Starter, Main Course/Entree, Dessert, and Late-Night-Bites for 80 guests.
- Linen and Chair covers.
- Party Favours to Ring in the New Year
- Suite for the couple with sparkling wine and strawberries and adjacent room for the wedding party to get ready.

The above has no cash value. No substitutions will be permitted. Winner may be offered limited choice in the reception appetizer, starter, main course, dessert and late night bites noted above for 80 guests. Any costs, including applicable tax and gratuity, related to special requests above and beyond the selections offered by the Sponsor will be assumed by the Winner. An accepted credit card must be provided prior to December 31, 2019 for any incidental or additional charges including damages. The Winner will be required to sign a Banquet Event Order provided by the Sponsor on or before December 1, 2019.

- (b) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (c) The Sponsor and/or the Sponsor's representatives will contact the Winner to coordinate the provision of the Prize within twenty-one (21) days once such Winner has been successfully contacted and notified of the Prize and fulfilled the requirements set out herein. Winner must arrange and coordinate the fulfillment of the Prize directly with the service providers.

#### 5. PRIZE CONDITIONS.

- (a) Winner shall provide to the Sponsor with a copy of the marriage license by December 1, 2019. Failure to submit same before the deadline, may result in forfeiture of the Prize.
- (b) Winner will be responsible for all incidental costs and expenses not explicitly included in the Prize, such as but not limited to transportation to and from the venue, accommodations, documents necessary for the wedding ceremony, taxes, gratuities, wedding gown, bridesmaid dresses, groom suit, and any other expense not explicitly included in the Prize. Winner would be obliged to pay any additional charges for guests greater than eighty (80) persons.

(c) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsor shall have no obligation to provide either an alternative or value-in-kind. If for whatever reason the Prize cannot be awarded the Sponsor reserves, in its sole and unfettered discretion and without notice or any liability whatsoever,\ to it or its affiliates, the right to substitute a Prize that it determines is of equal or greater value.

# 6. WINNER SELECTION.

- (a) One (1) Winner shall be selected as follows:
- (b) On or before August 23rd, 2019 in Kingston, Ontario, one (1) entrant will be selected by the Sponsor based on the following equally weighted criteria: (i) creativity; (ii) uniqueness of their love stories, and (iii) reasons as to why they should win.
- (c) Before being declared a Winner, the selected entrant shall be required to comply with the Contest Rules and sign this document.
- (d) The Sponsor, in its absolute and unfettered discretion, shall select the Winner. The decision of the Sponsor shall be final and binding and may not be challenged in any way.
- (e) The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor and the quality of the submission as determined by the sponsor in its sole and unfettered discretion.
- (f) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE or E-MAIL NO LATER THAN AUGUST 23RD, 2019 AT 10:00 AM EST AND MUST RESPOND BY AUGUST 31ST, 2019 AT 10:00 AM EST. Upon notification, the selected entrant must respond by e-mail (as specified in the notification) to the contact e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive a Prize and another entrant may be selected at the Sponsor's sole and unfettered discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response.
- (g) All non-winning entrants may be contacted by phone and/or email by the Sponsor within sixty
- (60) days of the announcement of the winning entrant with the intent of communicating the amenities, packages and availability of the Ramada by Wyndham Kingston Hotel & Conference Centre for special events in 2019 and beyond. Attempts to reach the non-winning entrant may continue until successful contact has been made.
- 7. AGREEMENT. Winner will be required to execute this agreement ("AGREEMENT") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release the Sponsor and their respective parent

companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "AGREEMENT") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the unrestricted right, in the Sponsor's collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, statements, image, likeness, voice and biography and the Submission, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. Winner consents to The Sponsor's capture and use of images, both still and video, taken by The Sponsor or its agent(s) up to and including the Prize event on December 31, 2019 and in perpetuity. The executed AGREEMENT must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

- 8. INDEMNIFICATION BY ENTRANT. By entering the Contest, each entrant releases and holds harmless from any and all liability the Sponsor and its affiliates for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from: (a) their participation in the Contest or any Contest related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify any and all claims by third parties relating to the entrant's participation in the Contest, without limitation.
- 9. RIGHTS CLEARANCE. By providing the Submission to the Sponsor in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Submission and shall grant to the Sponsor a worldwide, gratuitous, irrevocable, and non-exclusive license to copy, modify, produce, reproduce, display, publish, exhibit, distribute, convert, adapt, post, serve, broadcast, communicate by telecommunication, transmit and otherwise use or reuse the Submission for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. Sponsor assume no responsibility for any claims of infringement of rights to copyright, privacy, personality or otherwise, and all such liability shall remain with the entrant. The Sponsor reserves the right to exclude any Submission for any reason whatsoever, including but not limited to, based on concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by the Sponsor in their sole discretion.

10. LIMITATION OF LIABILITY. The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including but not limited to those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Website.

11. CONDUCT. By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted and available throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsor which shall be final and binding in all respects. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Website or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsor or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

# 12. PRIVACY / USE OF PERSONAL INFORMATION.

By participating in the Contest, each entrant: (i) grants to the Sponsor the right to use his/her name, mailing address, age range, telephone number, e-mail address, and submitted Submission (collectively the "Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants to the Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter

devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) and (ii) above. (b)

- 13. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- 14. TERMINATION. The Sponsor reserves the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 15. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules 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 Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- 16. DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest related materials, including but not limited to the Contest entry form, or point of sale, radio, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
- 17. SOCIAL MEDIA. This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook, Instagram and/or Twitter. Any personal information provided in connection with the Contest is being provided to the Sponsor and any questions, comments or complaints regarding the Contest must be directed to the Sponsor.

I hereby acknowledge that I have read, understand and will comply with the contest rules ar
regulations as outlined in this document.

ENTRANT	ENTRANT	DATE