



**Official Ballot Contest Rules and Regulations**  
**MARKET SQUARE**  
**SPREAD YOUR WINGS AND WIN CONTEST – LUNCH AT MARKET SQUARE**  
**RESTAURANT (MAX \$50 VALUE)**  
**OCTOBER 16 – 31, 2019**

**ELIGIBILITY:** The SPREAD YOUR WINGS AND WIN CONTEST – LUNCH AT MARKET SQUARE RESTAURANT (MAX \$50 VALUE), hereby to be referred to as “the Contest”, is open to all residents of BRITISH COLUMBIA who are aged 19 years or older at the time of the Contest. Notwithstanding the foregoing, the Contest is not open to employees, representatives and agents of MARKET SQUARE AND ANTHEM PROPERTIES. (collectively, the “Contest Sponsors”) or of any retailer located in MARKET SQUARE, or the Contest Sponsors’ affiliated companies, advertising and promotional agencies, and all persons with whom any of the foregoing individuals are domiciled or members of their respective immediate families.

By entering the Contest, each entrant automatically accepts the rules set out below (the “Contest Rules”), which are subject to change without notice, and automatically releases the Contest Sponsor and any other person or entity associated in any way with the Contest, all of their respective affiliates, subsidiaries, directors, officers, employees, agents and their respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, the selection of the draw winner and the administration of the Contest.

By entering the Contest, all entrants accept the terms and conditions of the following Contest Rules and agree to be bound by them.

The Contest begins on OCTOBER 16 at 2:00 PM and ends on OCTOBER 31 at 11:59 PM. Contest is void where prohibited by law. All times refer to PACIFIC STANDARD TIME.

1. **TO ENTER:** Entrants must follow the @marketsquarevic Instagram, take a picture with bat wings on Market Square property, and tag @marketsquarevic in the post. Contest is void where prohibited by law. One entry permitted, per person.

2. **PRIZING:** The prize package consists of lunch at one Market Square Restaurant for two people, for a maximum value of \$50. Restaurant must be pre-selected to allow Market Square administration time to arrange payment.

3. **WINNERS:** One (1) Winner will be chosen via random selection on November 1<sup>st</sup>, 2019 and be contacted via Instagram direct message. If the winner cannot be reached within **8 hours** following the draw, incorrectly answers the skill-testing question, declines the prize, or does not claim the prize within five (5) days, another entrant will be selected.

4. As a condition of winning, each potential winner must sign and return a Declaration and Release confirming his/her compliance with the Contest Rules and acceptance of the prize as awarded, releasing the Contest Sponsors and any other person or entity associated in any way with the Contest, and all of their respective affiliates, subsidiaries, directors, officers, shareholders, employees, agents and their respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, liability arising from the acceptance of any prize as awarded. Potential winners may also be required to provide the Contest Sponsors with photo identification as evidence of their age. No



substitutions for or transfer of the prize will be allowed except that the Contest Sponsors reserve the right to substitute any prize for another of approximately the same retail value, in their sole and absolute discretion without prior notice. Prizes will be delivered only to confirmed winners. All entries shall automatically become the property of the Contest Sponsors. By entering the Contest, each entrant, his/her parent or legal guardian on his/her behalf, automatically consents to the use and publication of the entrant's name, city of residence, photograph, voice and/or image for any publicity and programming purposes, commercial or otherwise, in any and all media used by the Contest Sponsors and their respective advertising and promotional agencies with respect to the Contest, without payment or compensation, throughout the world in perpetuity. We reserve the right to keep and use the image to announce winners and promote our contest through various media channels.

5. Further, by entering the Contest, each entrant, his/her parent or legal guardian on his/her behalf, automatically accepts the Contest Rules, which are subject to change without notice to contest entrants, and automatically releases the Contest Sponsors and any other person or entity associated in any way with the Contest, and all of their respective affiliates, subsidiaries, directors, officers, employees, agents and their respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, the selection of the winners and the administration of the Contest.

6. By entering the Contest and voluntarily providing personal information including, but not limited to, the entrant's name, e-mail address and telephone number, each Contest entrant automatically grants permission to the Contest Sponsors and their respective advertising and promotional agencies to the collection and use of such information for the exclusive purpose of administering the Contest and selecting the winners of the prize.

7. Any dispute relating to the Contest (including, without limitation, a dispute as to whether an entrant has complied with all of the Official Contest Rules and Regulations) shall be resolved by the Contest Sponsors in its sole and absolute discretion, and the decision of the Contest Sponsors shall prevail. All decisions of the Contest Sponsors shall be final. The Contest and the terms and conditions contained in these Official Contest Rules and Regulations shall be governed exclusively by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada.

8. The Contest Sponsors reserve the right to substitute the selected prizing at their discretion. The odds of winning depend on the number of eligible entries submitted and received in accordance with these Rules. The Contest Sponsors or its designated representative will make a maximum of three attempts to contact each potential winner within three (3) days of the draw date {adjust number of days as required}. If the potential winner cannot be contacted within 24 hours of the draw date, or if there is a return of any notification as undeliverable, the potential winner may, in the sole discretion of the Contest Sponsors, be disqualified, and if disqualified, will forfeit all rights to the prize. In the event of such disqualification the Contest Sponsors may, at its sole discretion, randomly select an alternate potential winner from among the remaining eligible entries. In such event, the Contest Sponsors will attempt to contact such alternate potential winner a maximum of two times within one day of selection of that alternate potential winner. If that alternate potential winner cannot be contacted, or if there is a return of any notification as undeliverable, he or she may, in the sole discretion of the Contest Sponsors, be disqualified and, if disqualified, will forfeit all rights to the prize. Any prize that cannot be



awarded in accordance with these Rules will not be awarded. Potential winners that are successfully contacted by the Contest Sponsors or its designated representative must visit the Market Square Administration Office at 39 – 560 Johnson Street, Victoria BC during office hours (Monday – Thursday, 8:30 am – 4:30 pm, Friday 9 am – 4 pm) in order to complete the requirements of the Contest as set out in the Contest Rules. To be declared a winner and receive the prize, the potential winner must successfully complete the requirements of the Contest as set out in the Contest Rules.

9. The prize must be accepted as awarded, and is not transferable, assignable or convertible to cash all except as may be specifically permitted by the Contest Sponsors in its sole discretion. The Contest Sponsors reserve the right, in its sole discretion, to substitute any prize or a component thereof with an item or items of equal or greater value, including, without limitation, a cash award.

10. Before being declared a winner, each potential winner must: (a) correctly answer a mathematical skill-testing question unassisted and without mechanical or other aid, and (b) sign the Contest Sponsors' Declaration and Release form at the Tillicum Centre Administration Office which, among other things, (i) confirms compliance with these Rules, (ii) acknowledges acceptance of the prize as awarded, (iii) releases the Released Parties from any liability in connection with this Contest, the entrant's participation therein and/or the awarding and use/misuse of the prize or any portion thereof, and (iv) agrees to the publication, reproduction and/or other use of the entrant's name, 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 Contest Sponsors in any manner, including print, broadcast or the Internet (including, but not limited to, social media). If an eligible winner (a) fails to correctly answer the skill testing question, (b) fails to return the properly executed Contest documents as outlined herein, (c) cannot accept (or is unwilling to accept) the prize as awarded for any reason, and/or (d) is determined to be in violation of these Rules (all as determined by the Contest Sponsors in its sole discretion), he or she may be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize), and the Contest Sponsors reserve the right, time permitting, to select an alternate potential winner for the prize in accordance with the applicable procedures outlined in these Rules, in which case the foregoing provisions of this section will apply to such alternate potential winner.

11. All Contest entries are subject to verification at any time and for any reason. The Contest Sponsors reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsors, including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest, (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest entry, and/or (iii) for any other reason the Contest Sponsors deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsors in a timely manner may result in disqualification in the sole discretion of the Contest Sponsors. The Contest Sponsors' official clock is the official time keeping device for this Contest.

12. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Sponsors with respect to all aspects of this Contest are final and binding on all



entrants without right of appeal. Anyone determined to be in violation of these Rules for any reason is subject to disqualification in the sole discretion of the Contest Sponsors at any time.

13. The Released Parties will not be liable for the failure of any Contest entry, including, but not limited to, missing information and/or damaged submissions. The Contest Sponsors reserves the right, in its sole discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical, or other problem, tampering, unauthorized intervention, fraud, failure, or any other cause beyond the reasonable control of the Contest Sponsors that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by the Contest Sponsors in its sole discretion) is a violation of criminal and civil laws, and should such an attempt be made, the Contest Sponsors reserves the right to seek remedies and damages to the fullest extent permitted by law. Without limiting the generality of the forgoing, the Contest Sponsors reserves the right, in its sole discretion, to administer an alternate test of skill, as it deems appropriate based on the circumstances and/or to comply with applicable law.

14. The Contest Sponsors reserve the right, in its sole discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any participant with these Rules, or as a result of any problems, or in light of any other circumstances which, in the opinion of the Contest Sponsors, in its sole discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

15. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.