



Feb 2022

The Rustic Resort - Official Facebook Family Day Giveaway Rules & Regulations

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility:** This Campaign is open only to those living in Canada who are ages 18 and older. *(Not applicable in Quebec)*
- 2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of **The Rustic Resort** as final and binding as it relates to the content of this Campaign.
- 3. Campaign Period:** Entries will be accepted online starting February 15, 2022. All online entries must be received by February 28, 2022.
- 4. How to Enter:** The Campaign must be entered by liking sharing this post or via email at info@therusticresort.ca. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of The Rustic Resort. You may enter only once.
- 5. Prizes:** The Winner of the Campaign will receive a 3 night stay at The Rustic Resort for their immediate family up to 6 people valued at \$1148.40 on July 12th, 13th & 14th in the "Hilltop Hillbilly" cabin and the use of a 12' aluminum boat and electric motor is included. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by The Rustic Resort. No cash or other prize substitution shall be permitted except at The Rustic Resort's discretion. The prize is non-transferable. All prize-related expenses, including without limitation any 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 the Winner is permitted. Acceptance of prize constitutes permission for The Rustic Resort to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification:** The Winner will be selected by a random draw under the supervision of The Rustic Resort. The Winner will be notified by email or Facebook within 30 days of the contest close date. The Rustic Resort shall have no liability for the Winner's failure to receive notices due to spam, junk e-mail or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, they are ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by the Winner of the prize offered in this Campaign is conditioned upon compliance with any and all Provincial, Federal, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (at The Rustic Resort's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**
- 8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that The Rustic Resort, anyone acting on behalf of The Rustic Resort, and The Rustic Resort's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this content, you represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of The Rustic Resort. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless The Rustic Resort from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense, which The Rustic Resort may incur, suffer, or



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be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: The Rustic Resort reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond The Rustic Resort's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, The Rustic Resort may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by The Rustic Resort. The Rustic Resort reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The Rustic Resort has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to multiple entries from the same user from different IP addresses, multiple entries from the same computer more than that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, The Rustic Resort reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, you agree to release and hold harmless The Rustic Resort 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 Campaign 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 malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF Federal, Provincial, and local government WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Canada having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on The Rustic Resort's website.

13. Sponsor: The Sponsor of the Campaign is The Rustic Resort.

14. _____ By checking here you, the Contestant, have affirmatively reviewed, accepted, and agreed to all the Official Rules