

# "Play MTL" CONTEST RULES

1. The "Play MTL" Contest (the "Contest") is held by Tourisme Montréal (the "Contest Organizers"). The Contest runs from August 3, 2018 at 12:00:01 AM (ET) to August 12, 2018 at 11:59:59 PM (ET) (the "Contest Period").

### **ELIGIBILITY**

2. The Contest is open to residents of the province of Ontario, Canada, who are 18 years old or over. Employees, representatives, members, directors, officers and mandataries of the Contest Organizers, of any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, suppliers of prizes, material and services related to this Contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse and any individuals with whom such employees, representatives, members, directors, officers and mandataries are domiciled, are not eligible. Please disregard this contest if you are not eligible to participate.

### **HOW TO ENTER**

No purchase necessary.

- 3. To enter, proceed as follows:
  - 3.1 Head to the Contest page "Play MTL" on Tourisme Montréal's trademark website located at <a href="playMTL.com">playMTL.com</a> and fill out the entry form available on the website. Contestants must provide their e-mail address and postal code. The required fields on the entry form must be completed in full for entries to be eligible for the draw. Tourisme Montréal is not responsible for lost, late, misdirected or incomplete entry forms.
  - 3.2 Upon completion of this step, you will receive one (1) entry into the Contest.
- 4. **Entry Limits.** Entrants must respect the following limits otherwise they may be disqualified:
  - 4.1 One (1) entry per person, per email address during the Contest Period.



### **DESCRIPTION OF THE PRIZES**

5.

One (1) Grand Prize having an approximate total value of \$ 1,170 will be drawn at random. The Grand Prize includes:

- Transportation for 2 from Toronto to Montréal (an approximate value of \$500),
- Two (2) consecutive nights for two (2) adult guests in double occupancy at a Montreal hotel (an approximate value of \$500). Hotel to be determined, price may vary based on availability,
- 2 Passeport MTL 48h including 28 must-see Montreal attractions and public transport (an approximate value of \$ 85 each).

Nine (9) Prizes of an approximate total value of CA \$ 500 each will be drawn at random. The Prizes include:

- Two (2) consecutive nights for two (2) adult guests in double occupancy at a Montreal hotel (an approximate value of \$500). Hotel to be determined, price may vary based on availability,

### 6. The following conditions apply to the prize:

- Accommodation is valid for 2 consecutive nights for 2 persons in one single room. All other costs will be at the expense of the winner and their guest. These include but are not limited to food and beverages, room service, movies and minibar items.
- All other travel related costs will be at the expense of the winner and his/her guests. These include, but are not limited to, the cost of transportation to/from the train station or airport from their place of residence (all transportation fees for the nine (9) Hotel Prizes), meals and drinks, gratuities, taxes, insurance and items of a personal nature.
- The trip must be taken no later than December 15, 2018. Reservations must be made a month in advance with Tourisme Montréal and are subject to availability.

#### **DRAWS**

7. On August 17, 2018, at Tourisme Montréal, 800, René-Lévesque Blvd West, bureau 2450, Montréal (Québec), a random draw of ten (10) eligible entries will be held among all eligible entries registered during the Contest period to award the prize.



- Nine (9) Prizes (see Description of the prizes above): one selected entrant for each day of the contest period,
- One (1) Grand Prize (see Description of the prizes above): one selected entrant among all eligible entries registered during the Contest period.
- 8. Odds of winning. The odds of an entrant's entry being selected for a prize depend on the number of eligible entries registered during the Contest Period.

### **AWARDING OF PRIZES**

- 9. To be declared a winner, any selected entrant must:
  - 9.1 Be reached by the Contest Organizers by email by Tourisme Montréal on or about the date of the random drawing. The selected entrant must reply in accordance with the instructions given in the email, as the case may be. In the case of the return of an email prize notification as undeliverable, the Contest Organizers will have the entire discretion to disqualify the entrant's entry.
  - 9.2 Fill out and sign the Declaration and Release Form (the "Declaration Form") that the Contest Organizers will provide him/her by email to the effect that he/she has fulfilled all the requirements of these Contest Rules, and return it to the Contest Organizers for them to receive it within four (7) days of its receipt;
  - 9.3 Correctly answer the mathematical skill-testing question on the Declaration Form;
  - 9.4 Upon request and in a timely manner, provide an identification card with photograph.
- 10. Failure to comply with one of the conditions mentioned in these Contest Rules or to accept the prize will cause the selected entrant to be disqualified. In such a case, the Contest Organizers may, at their sole discretion, cancel the prize or hold a new draw until an entrant is selected and declared a winner.
- 11. Within two (2) weeks following the receipt of the duly completed and signed Declaration Form, the Contest Organizers will contact the winners to inform them of the way they can take possession of their prize.

## **GENERAL CONDITIONS**



- 12. **Verification.** Entry Forms and Declaration Forms are subject to verification by the Contest Organizers. Any Entry Form or Declaration Form which is, as the case may be, incomplete, illegible, mutilated, fraudulent, registered or submitted late, bearing an invalid email address, not bearing the correct answer to the mathematical skill-testing question or otherwise noncompliant shall be rejected and will not entitle to an entry or to a prize, as the case may be.
- 13. **Disqualification.** The Contest Organizers reserve the right to disqualify a person or to cancel one or several entries of a person who participates or tries to participate in this Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants (e.g. entries exceeding the authorized limit). Such a person may be reported to the appropriate legal authorities.
- 14. Conduct of the Contest. Any attempt to deliberately damage the Contest web site and/or any related web site or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizers reserve the right to reject the entrant's entries and obtain legal or equitable relief under applicable laws. All contestants agree to be bound by the official rules of the Contest. Contestants who do not abide by the official rules will be disqualified. Contestants also agree to be bound by the decisions of Tourisme Montréal. Such decisions will be considered final and binding and will apply in all matters.
- 15. **Acceptance of prize.** Prizes must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person, replaced by another prize or exchanged for cash, except as provided in the section below.
- 16. **Substitution of prize.** In the event where it would be impossible, difficult and/or more costly for the Contest Organizers to award a prize (or a portion thereof) as described in these Contest Rules, they reserve the right to award a prize (or portion thereof) of the same kind and of equivalent value or, at their sole discretion, the cash value of a prize (or portion thereof) as indicated in the Contest Rules.
- 17. **Liability limit: use of the prize.** By entering the Contest, any entrant selected for a prize releases and holds harmless the Contest Organizers, any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, their employees, representatives and mandataries (the "Released Parties") from and against any damage resulting from the acceptance or use of the prize.
- 18. **Liability limit: prize supplier.** Any entrant selected for a prize acknowledges that upon awarding of the prize, the obligations related to it become the responsibility of the providers of services and goods related to the prize.



Liability limit: conduct of the Contest. The Contest Organizers do not warrant that access to or use of the Contest web site or any related web site will be uninterrupted during the Contest Period or error-free. The Released Parties disclaim all liability for any of the following that may limit or prevent any entrant's participation in the Contest: malfunctioning of any computer component, software or communications line; loss or lack of a communications network; or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or by the transmission of any information related to participation in the Contest.

- 19. **Contest modification.** The Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.
- 21.20. Termination of participation in the Contest. In the event that the computer system cannot register all Contest entries during the Contest Period for whatever reason, or if participation in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the Contest Organizers may, at their sole discretion, proceed with the draw among the entries duly registered during the Contest Period or, as the case may be, up to the date of the event ending participation in the Contest.
- <u>22.21.</u> **Prize limit.** In no event shall the Contest Organizers be required to award more prizes than indicated in these Contest Rules or to award a prize otherwise than in compliance with these Contest Rules.
- 23.22. Liability limit: participation in the Contest. Persons who enter or try to enter this Contest release the Released Parties from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Contest.
- 24.23. Authorization. By entering this Contest, any entrant selected for a prize authorizes the Contest Organizers and their representatives to use, if required, his/her name, photo, likeness, voice, place of residence and/or statement regarding a prize for publicity purposes (including on the winners list posted on the Contest web site), without any form of compensation. By entering this Contest, each participant expressly consents to the Sponsor, their agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the



Contest and in accordance with Sponsor privacy policies (<a href="https://www.mtl.org/en/legal-notice">https://www.mtl.org/en/legal-notice</a>) unless the participant otherwise agrees.

- <u>25.24.</u> **Personal information.** Entrants' personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants unless they have otherwise agreed to receive such communications.
- 26.25. **Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.
- 28.26. **Property.** Declaration Forms are the property of the Contest Organizers and shall not in any case be returned to entrants.
- 29.27. Entrant identification. For the purpose of these Contest Rules, the entrant is the person whose email appears on the Entry Form and it is to this person to whom the prize will be awarded if he/she is selected and declared a winner.
- <u>30.28.</u> **Contest Organizers' decision.** Any decision by the Contest Organizers or their representatives regarding this Contest is final and without appeal.
- <u>31.29.</u> **Litigation.** This Contest is subject to all applicable federal, provincial and municipal laws and regulations.
- 32.30. Unenforceability. If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
- 33.31. **Propriety.** All intellectual property, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned or licensed 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.