



Kawartha Lakes • Northumberland County  
Peterborough & the Kawarthas



**OFFICIAL RULES FOR CONTESTS OFFERED BY  
KAWARTHAS NORTHUMBERLAND BUTTER TART  
TOUR & KAWARTHAS NORTHUMBERLAND  
("SPONSOR" OR "WE" OR "US" OR "OUR") ON  
INSTAGRAM AND FACEBOOK (THE "RULES")**

**CONTEST SPONSOR**

Kawarthas Northumberland (Regional Tourism Organization 8) is the sponsor. The Sponsor, located at 175 George Street N, Peterborough, ON, K9J 3G6, is the official sponsor of the Contest and responsible for its administration. Any questions, comments, or complaints regarding the Contest must be directed to the Sponsor and not to Facebook®, Twitter® or Instagram® or any other social media business, which are completely released of all liability.

This contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, or Twitter.

**HOW TO ENTER: NO PURCHASE NECESSARY:**

From time to time, we may sponsor contests on Instagram, Facebook, or Twitter (each a "contest"). The starting date and time for any such contest and the details to enter will be announced in an Instagram and/or Facebook post via our official accounts:

<https://www.instagram.com/perfectwknds/>

<https://www.instagram.com/buttertarttour/>

<https://www.facebook.com/KawarthasNorthumberland/>

<https://www.facebook.com/ButterTartTour/>

To enter contest: The method of entry will be provided in the Facebook or Instagram contest post. For example, you may be asked to "like" the post, tag a friend on the post, leave a comment on the post, answer a question on the post, and include a specific hashtag(s).

**CONTEST LIMITS:**

Only one entry per person, and you may only use one Facebook or Instagram account to participate. Each complete and eligible response automatically qualifies as an entry

to the contest. The Sponsor does not accept entries for its Facebook or Instagram contests by phone, fax, courier, mail or email.

**ELIGIBILITY:**

To participate, you must be a Facebook and/or Instagram user who has reached the age of majority in your province of residence and who is a legal resident of Canada excluding Quebec. Employees of the Sponsor or any of its affiliates and members of their immediate families, and those with whom they reside, are not eligible to participate. "Immediate family" means mother, father, sister, brother, son, daughter, married or common law spouses, regardless of where they reside. Groups, clubs, organizations, businesses and commercial and non-commercial entities are not eligible. Anyone in the Sponsor's sole discretion that is found to (a) be using multiple Facebook and/or Instagram accounts to participate or (b) is participating in an attempt to hijack a contest (for example participating in collaboration with other users) will be ineligible, and his/her entries will be judged void.

**DISPUTE:**

In the event of a dispute, the name and mailing address first sent by Private Message from the holder of the Facebook and/or Instagram account will be deemed to be the entrant. The sole determinant of time for the purposes of a valid entry in the contest will be the date stamp on the Facebook and/or Instagram post.

**WINNER SELECTION (SUBJECT TO CONFIRMATION):**

Winner selection is based upon a random draw held at the Sponsor's head office 1L8 located at 175 George Street N, Peterborough, ON, K9J 3G6 following the contest closing date from all eligible entries received. Odds of winning depend on the number of eligible entries received.

**PRIZES:**

The number of prizes to be awarded will range from 1 to 10 with each prize having an approximate retail value ranging between \$15 and \$300 (Canadian dollars). Prize selection for each contest is at the sole discretion of the Sponsor but will consist of prizes like event tickets, overnight stays, products, tourism experiences, butter tarts, and gift cards redeemable at businesses located within the Kawarthas Northumberland region.

Prizes will be set out prior to the start of each contest in the applicable Facebook and/or Instagram contest post. Where appropriate, prizes will be shipped via standard post at no cost to confirmed winner(s) at the mailing address provided by winner(s). Where appropriate, winners agree to redeem prizes by taking responsibility for their own travel to and from required locations at the required times. Prize(s) must be accepted as awarded, is not transferable and cannot be exchanged for cash. No telephone contact or correspondence will be entered into except with the selected entrant(s) and confirmed winner(s). The Sponsor reserves the right to substitute a prize that is, in their sole discretion, a prize of equivalent or greater value.

Participant assume full responsibility for arranging their own transportation for the entire duration of the prize redemption.

The prize is subject to availability. Additional restrictions, conditions and limitations may apply. No cash equivalent is available for the prize. All portions of the prize are non-transferable and no substitution will be made, except as provided herein, at the Sponsor's sole discretion. The Sponsor reserves the right to substitute portions of the prize for any reason. Any unused portion of a prize is forfeited. The Sponsor is not responsible for the weather conditions or activity availability and no refund or credit will be issued and no alternate date will be made available.

The winning Participant and any travel companions are responsible for obtaining all necessary travel arrangements to arrive at the prize destination. A parent or legal guardian must accompany any minor travel companions. It is recommended that the winning Participant and their travel companion(s) obtain personal health insurance prior to departure or other participation in the prize activity. All expenses and travel costs, including but not limited to, transportation to the prize destination, personal charges for lodging, taxes, meals, beverages, entertainment, merchandise, souvenirs, local and long distance telephone calls, gratuities, applicable taxes, incidentals, and all other expenses not expressly mentioned as included in the prize description are the sole responsibility of the winning Participant and their travel companion. Prize may not be exactly as depicted in web page or other promotional photography.

#### **WINNER CONFIRMATION:**

Any selected entrant(s) will be announced via the applicable Facebook or Instagram post by direct message to the selected entrant(s)' username(s). Selected entrant(s) will be required to contact the Sponsor via Private Message on Facebook or Instagram or by the email provided to confirm eligibility and provide contact information (full name, email address, and mailing address). Each winner has until 4:30pm EST on the same day the selected entrant(s) is contacted by private message on Facebook or Instagram to satisfy all contest requirements, which may include correctly answering, unassisted, a mathematical skill-testing question, among other requirements. If a private message is not received within the prescribed time, the prize may be forfeited and awarded to an alternate entrant. Selected entrant(s) may be required to execute and return by mail and/or email an Affidavit of Eligibility, General Liability Release and Consent to Publicity form within 3 days of notification or the prize may be forfeited and awarded to an alternate entrant.

#### **ACCEPTANCE OF PRIZE:**

By accepting a prize, winner(s) consents to the use of his or her name, photo entry, profile picture, comments and/or likeness for purposes of advertising or promotion without further compensation.

#### **CONDUCT:**

All entrants agree to be bound by these Rules, Facebook and Instagram's "Terms of Use" and "Photo Sharing Guidelines" and decisions of the Sponsor. The Sponsor in its sole discretion, reserves the right to disqualify any person it finds to be in violation of these Rules, Facebook or Instagram's "Terms of Use", or "Photo Sharing Guidelines". The Sponsor is not liable if any entrant's account is suspended by Facebook or Instagram for violation of Facebook's or Instagram's "Terms of Service" or "Photo Sharing Guidelines". Such entrant will also be disqualified from any of our sponsored contests.

### **LIMITATIONS OF LIABILITY:**

The Sponsor is not responsible for late, lost, incomplete, irregular, or misdirected "comments", email or for any computer, online, telephone or technical malfunctions or human errors that may occur. If for any reason, the contest is not capable of running as planned, or more prizes are awarded than planned, including due to a computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, the Sponsor may cancel, terminate, modify or suspend the applicable contest. Entrants further agree to release the Sponsor and Facebook and Instagram from any liability resulting from, or related to participation in the contests or the awarding or use of any prize. The Sponsor reserves the right to terminate or withdraw this contest at any time.

### **PRIVACY:**

Entry information collected by the Sponsor become the property of the Sponsor and will not be used for any purpose other than administering contests on Facebook or Instagram. For information about the Sponsor's privacy practices, read its Privacy Policy located at <https://kawarthasnorthumberland.ca/privacy-policy/> Your use of Facebook and Instagram is subject to Facebook's and Instagram's Privacy Policy.

### **GENERAL:**

Decisions of the Sponsor shall be final and binding in all matters relating to contests and the awarding of a prize. These Contest Rules shall prevail, govern and control over contests offered by the Sponsor on Facebook and/or Instagram. The contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. The Contest is governed by the laws of Ontario and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. Participation constitutes a Participant's full and unconditional agreement to these Official Rules and Regulations and the Sponsor's decisions, which are final and binding in all matters related to the Contest. By participating in the Contest, the Participant agrees that the courts of the Province of Ontario, Canada, located at the City of Peterborough, shall have jurisdiction to entertain any action or other legal proceedings based on any provision of these Official Rules and Regulations or the running of the Contest.

These Contest Rules are effective as of July 2018.