

OFFICIAL RULES - ENGLISH

THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA AND IS GOVERNED BY CANADIAN LAW.

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

The Envision Saint John: The Regional Growth Agency '500 Reasons to Discover Saint John and the Towns By The Bay' Giveaway (the "**Contest**") is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. You understand that you are providing your information to Envision Saint John: The Regional Growth Agency (the "**Sponsor**") and not to Facebook or Instagram. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see below). Facebook and Instagram are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook or Instagram. You may only use one (1) Facebook or Instagram account (the "**Account**") to participate in this Contest.

1. **CONTEST PERIOD:** The Contest will run from July 1, 2022 at 2:00:00 p.m. Atlantic Daylight Time ("**ADT**") to September 8, 2022 at 11:59:59 p.m. ADT (the "**Contest Period**").

2. **ENTRY PERIODS:** There will be ten opportunities for entries into the Contest throughout the Contest Period (an "**Entry Period**" and collectively, the "**Entry Periods**").
 - a. The first Entry Period will run from July 1, 2022 at 2:00:00 p.m. ADT to July 7, 2022 at 11:59:59 p.m. ADT.
 - b. The second Entry Period will run from July 8, 2022 at 2:00:00 p.m. ADT to July 14, 2022 at 11:59:59 p.m. ADT.
 - c. The third Entry Period will run from July 15, 2022 at 2:00:00 p.m. ADT to July 21, 2022 at 11:59:59 p.m. ADT.
 - d. The fourth Entry Period will run from July 22, 2022 at 2:00:00 p.m. ADT to July 28, 2022 at 11:59:59 p.m. ADT.
 - e. The fifth Entry Period will run from July 29, 2022 at 2:00:00 p.m. ADT to August 4, 2022 at 11:59:59 p.m. ADT.
 - f. The sixth Entry Period will run from August 5, 2022 at 2:00:00 p.m. ADT to August 11, 2022 at 11:59:59 p.m. ADT.
 - g. The seventh Entry Period will run from August 12, 2022 at 2:00:00 p.m. ADT to August 18, 2022 at 11:59:59 p.m. ADT.
 - h. The eighth Entry Period will run from August 19, 2022 at 2:00:00 p.m. ADT to August 25, 2022 at 11:59:59 p.m. ADT.
 - i. The ninth Entry Period will run from August 26, 2022 at 2:00:00 p.m. ADT to September 1, 2022 at 11:59:59 p.m. ADT.
 - j. The tenth Entry Period will run from September 2, 2022 at 2:00:00 p.m. ADT to September 8, 2022 at 11:59:59 p.m. ADT.

3. **ELIGIBILITY:** The Contest is open to residents of Canada (excluding Quebec) who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the "**Contest Parties**"). Groups, clubs, organizations, businesses and commercial/non-commercial entities are not eligible to enter the Contest.

4. **HOW TO ENTER: NO PURCHASE NECESSARY.** To enter, (i) log in to your email account; (ii) send your reason for discovering Saint John & the Towns by the Bay and a related photo to hello@envisionsaintjohn.com. Once this action is complete, you will be eligible to earn one (1) Entry (an "**Entry**" and collectively, the "**Entries**"). To be eligible to earn an Entry, your Response must: (i) be submitted and received within the applicable Entry Period and in accordance with these Rules; (ii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 7. Any Response, as determined by Sponsor in its sole and absolute discretion, that does not comply with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 7) and/or the Facebook Rules will be discarded and will not be eligible for entry in this Contest.

5. **AGREEMENT TO BE LEGALLY BOUND BY RULES:** The Facebook Post and the Instagram Fanpage will include a hyperlink to these Official Rules and Regulations (the "**Rules**"). By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Rules.

6. **SUBMISSION REQUIREMENTS:**

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND ANY AND ALL CONTENT ASSOCIATED WITH YOUR ENTRY) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY CONTENT ASSOCIATED WITH YOUR ENTRY); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, ANY PRIZES (INCLUDING ANY USE OR MISUSE OF ANY PRIZES). THE RELEASED PARTIES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE.

By participating in the Contest, each entrant hereby warrants and represents that any Response they submit:

- is original to them and that the entrant has obtained all necessary rights in and to the Response for the purposes of entering such Response in the Contest;
- does not violate any law, statute, ordinance or regulation;
- does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;
- will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and

- is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; over indulgent alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behavior or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its designated content moderator (the "**Reviewer**") reserves the right to screen all Responses. Any Response that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules is subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to request an entrant to modify, edit and/or re-submit his or her Response (or any part thereof) in order to ensure that the Response complies with these Rules, or for any other reason.

If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Response (and therefore the corresponding Entry and/or the associated entrant) – to ensure that the Contest is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Rules.

By entering the Contest and submitting an Entry, each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their Response (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to their Response (and each component thereof) in favor of the Sponsor (and anyone authorized by the Sponsor to use such Response); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Response (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related or other cause of action whatsoever.

YOUR ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE RESPONSE) SHALL NOT BE DEEMED TO BE CONFIDENTIAL. FOR THE AVOIDANCE OF ANY DOUBT, THE SPONSOR (AND THOSE AUTHORIZED BY THE SPONSOR) SHALL BE FREE TO USE YOUR ENTRY (OR ANY INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE RESPONSE) ON AN UNRESTRICTED BASIS – INCLUDING, BUT NOT LIMITED TO, USING ANY AND ALL IDEAS YOU SUBMIT IN ANY MANNER THAT SPONSOR CHOOSES, WITHOUT ANY NOTICE OR OBLIGATION TO YOU WHATSOEVER.

7. **ENTRY LIMIT: There is a limit of one (1) Entry per person per Entry Period.** For greater certainty and the avoidance of any doubt, you can only use one (1) email account to enter the Contest. Under no circumstances will any participant be eligible to earn more than one (1) Entry. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, identities, email addresses, Accounts, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed with all required information and submitted and received during the applicable Entry Period in accordance with these Rules. The Sponsor, Contest Parties, Meta Platforms, Inc., and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

8. **VERIFICATION:** All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor 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 Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Sponsor's official time-keeping device(s). Proof of transmission (screenshots or captures etc.) or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Contest computers or Sponsor.
9. **PRIZES AND APPROXIMATE RETAIL VALUE:** There will be ten prizes available to be won throughout the Contest Period, with one prize available per Entry Period. Each winner will receive a total prize valued at \$500. Prizes awarded will be: One (1) Gas Gift Card to a Gas Station of the winner's choice.

All characteristics and features of the Prize, except as otherwise explicitly stated above, shall be selected by the Sponsor in its sole and absolute discretion and are subject to availability.

Without limiting the generality of the foregoing, the Prize must be accepted as awarded and is not transferable, assignable or convertible to cash. No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or any component(s) thereof with an item or items of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. A Prize will only be awarded to the person whose verifiable full name and valid e-mail address appears on the Account associated with the Entry in question. By accepting a Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the applicable Prize or a component thereof does not prove satisfactory, either in whole or in part. Prize winner is solely responsible for all costs not expressly described herein.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties should the applicable Prize or any portion thereof fails to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the applicable Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the applicable Prize or a component thereof does not prove satisfactory, either in whole or in part.

10. **WINNER SELECTION AND ODDS OF WINNING:** One (1) day after each Entry Period End Date (see Rule 2 above) in Saint John, NB by 2:00 p.m. ADT ("**Draw Date**"), one (1) eligible entrant will be selected by random draw among all eligible Entries submitted and received in accordance with these Rules during the Entry Period immediately preceding the applicable Draw Date. The odds of winning a Prize depend on the number of eligible Entries submitted and received in accordance with these Rules during the Entry Period immediately preceding the applicable Draw Date. If for any reason whatsoever, no eligible Entries are received within the Entry Period then the Prize for the Entry Period will not be awarded.
11. **ELIGIBLE WINNER NOTIFICATION AND CONFIRMATION PROCEDURE:** The Sponsor or its designated representative will attempt to contact the eligible winner via email within twenty-four (24) hours of the Draw Date. If the eligible winner does not respond or follow the instructions in the comment within forty-eight (48) hours of the Draw Date, or if there is a return of any notification as undeliverable; then they will be, in the sole and absolute discretion of the Sponsor, disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted in accordance with these Rules during the applicable Entry Period immediately preceding the applicable Draw Date (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each eligible winner will be required to: (a) answer a mathematical skill-testing question without the use of any machine or system, and (b) sign and return within two (2) business days of notification the Sponsor's declaration and release form, 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 and all liability in connection with this Contest, their 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 their name, address, 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 Sponsor in any manner whatsoever, including print, broadcast or the internet (including, but not limited to, any social media platforms). If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (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 Sponsor in its sole and absolute discretion); then they will be disqualified (and will forfeit all rights to the Prize without any liability to the Sponsor) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules during the applicable Entry Period immediately preceding the applicable Draw Date; (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

12. GENERAL CONDITIONS:

- All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.
- The Released Parties will not be liable for: (i) any failure of the Facebook Fanpage, the Instagram Fanpage, any website or any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.
- In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email account used at the time of entry. "Authorized account holder" is defined as the person who is assigned to an Account by the email platform. An entrant may be required to provide proof (in a form acceptable to the Sponsor including, without limitation, government issued photo identification) that they are the authorized account holder of the email account associated with the Entry in question.
- The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

The Contest is void where prohibited by law and is subject to all Federal, Provincial and Municipal laws and regulations. The Contest and these Contest Rules will be exclusively governed by and construed in accordance with the laws of New Brunswick. Any dispute arising hereunder shall be governed by the laws of New Brunswick and shall be adjudicated in the applicable court in Saint John, New Brunswick.