



## CHINATOWN BIA “2022 ASIAN HERITAGE MONTH SCAVENGER HUNT ” CONTEST RULES

NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1. SPONSOR:** The 2022 Chinatown Summer Scavenger Hunt Contest (the “**Contest**”) is sponsored by Toronto Chinatown BIA (the “**Sponsor**”), located at 287 Spadina Ave. Unit 202, Toronto, ON M5T 2E6 - [www.chinatownbia.com](http://www.chinatownbia.com)
- 2. PLATFORM:** GooseChase (the “**Platform**”) is a mobile app which hosts the 2021 Chinatown Scavenger Hunt. The games are made up of various missions, which may include activities such as submitting photos or videos, checking-in at specific locations, or solving puzzles or riddles in order to receive points (the “**Games**”). Games may be played more generally through the Website and/or GooseChase App (the “**Service**”). In order to access the Service and start playing, you must be a registered user (“**User**”). The Service may be used from a computer or a personal mobile device if the User has downloaded the App.
- 3. ELIGIBILITY:** The Contest is open to legal residents of Ontario only who have reached the age of majority in Ontario at the time of entry into this Contest, with the exception of employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor’s sole discretion. Not sponsored, administered by or associated with Facebook or Instagram.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in this Contest. Failure to provide such proof of identity or eligibility may result in disqualification, in Sponsor’s sole discretion. All personal and other information requested by and supplied to the Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**4. CONTEST AND WEEKLY CONTEST PERIODS:** The Contest begins on May 9, 2022 at 12:00 a.m. ET and ends on June 5, 2022 at 11:59 p.m. ET (the “Contest Period”), with a total of four (4) Prizes as set out below.

Each of 4 (four) Prize Periods shall start at 12:00 a.m. ET and end on 11:59 p.m. ET on the Monday of that same week (each, a “Contest Closing Period”), after which time each Contest Closing Period will be closed and no other entries shall be accepted for that Prize Period. Prizes will decrease as awarded. Each weekly Contest draw shall take place on the Tuesday immediately following the close of each Contest Closing Period and shall be held at 287 Spadina Ave. Unit 202, Toronto, ON M5T 2E6

#### Weekly Prize Periods

Week 1: May 5 – May 15. Contest draw on Monday, May 16, 2022.

Week 2: May 16 – May 22. Contest draw on Monday, May 23, 2022.

Week 3: May 23 – May 29. Contest draw on Monday, May 29, 2022.

Week 4: May 29 – June 5. Contest draw on Monday, June 6, 2022.

**5. PRIZES:** There are four (4) weekly prizes available to be won in this Contest. Each Weekly Contest prize (the “Prize”) shall consist of \$250 cash to be awarded to the winner who scores the highest points at the end of the contest each week.

**6. HOW TO PLAY:** There is no purchase necessary to enter this Contest. Participants must download the GooseChase app to play. To earn points, choose a mission from the game list and follow the instructions. Mission types include photos, videos, checking-in at specific locations, or answering questions and riddles. Participant who scores the most points at the end of the contest will be the winner.

**7. SKILL-TESTING QUESTION:** Winners will be required to answer the Sponsor’s mathematical skill-testing question as a condition of winning any prize in this Contest.

**8. WINNER SELECTION:** Following the end of each Weekly Prize Period, the Sponsor will select one (1) Participant by the highest amount of points obtained during that Contest Period. Winner may be required to provide the Sponsor with proof that the selected Participant is the authorized account holder of the email address, social media accounts associated with the winning entry. Should there be multiple Participants with the equal highest amount of points in a given week of the game, one (1) winner will be selected via random draw and announced on the Sponsor’s social media platforms.

Before being declared a winner, selected Participants shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, the Sponsor’s time-limited mathematical skill-testing question, comply with all Contest Rules and sign

and return the Sponsor's Declaration of Eligibility and Liability/Publicity Release (the "**Winner Release**"). Winners must be willing to have their photographs taken by the Sponsor to promote the integrity of the Contest.

If a selected winner does not respond within 24-hours of notification, he/she may be disqualified and will not receive a prize and another Participant may be selected (as determined by the Sponsor in its sole discretion) until such time as a Participant satisfies all Contest Rules. The Sponsor is not responsible for the failure for any reason whatsoever of a selected Participant to receive notification or for the Sponsor to receive a selected Participant's response.

**9. PRIZE CONDITIONS:** Winners will be contacted by the Sponsor by Instagram Direct Message or e-mail with instructions on how to claim their prize. Prize must be claimed by the Participant within 72 hours of notification and requires the completion of the Sponsor's skill-testing question and Winner Release. Prizes will be claimed in person (at a mutually agreed upon location and following all COVID-19 safety protocols required by the Sponsor) and winners must be willing to have their photographs taken by the Sponsor to promote the integrity of the Contest.

If a selected Participant does not complete fulfillment within this time he/she may be disqualified and will not receive a prize and another Participant may be selected (as determined by the Sponsor in its sole discretion) until such time as a Participant satisfies all Contest Rules. No communication or correspondence will be exchanged with Participants except with those selected as a potential Contest winner. All Prizes must be accepted as awarded and cannot be transferred, assigned or substituted except at the sole discretion of the Sponsor. The Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if any prize (or any portion thereof) cannot be awarded for any reason. The Sponsor shall not assume any liability for lost, damaged or misdirected prizes. The full legal name of any winners will be published on the Contest website and any traditional print, broadcast or social media sites at the discretion of the Sponsors.

**10. RELEASE AND INDEMNIFICATION:** Winners must sign the Sponsor's Winner Release to: (i) confirm compliance with these Contest Rules; (ii) agree to accept the prize is awarded; (iii) release, discharge and hold harmless the Beneficiaries and their employees and the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, Facebook, Instagram and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "Released Parties") from and against

any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of entries by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of the Prize is awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize and the use of the Entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any travel related thereto and the use of the Entry by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

**11. OTHER CONDITIONS:** The Sponsor reserves the right to terminate or amend this Contest at any time and in any way for any reason, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received, eligible entries received before the end of any Weekly Prize Period and before June 5, 2022.

Publicity and entrant information: By participating in this Contest, winners consent to the use of their name, any image, whether on videotape, photograph or any other means, for the administration of this Contest or any publicity carried out by the Sponsor, as may be edited, translated or modified in any way by the Sponsor in its sole discretion, without further notice or compensation.

Law: The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the province of Ontario, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Toronto, Ontario.

Rule amendments: The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.