

# **Columbus Centre Athletic Club Membership** **Newsletter Contest Rules and Details**

Sponsored by Villa Charities Inc (“Sponsor”)

NO ENTRY FEE. NO PURCHASE NECESSARY TO WIN.

## 1. Eligibility

Open to legal residents of Canada age 18 or older at the time of entry. Promotion is subject to all applicable federal, provincial and local laws and regulations and is void where prohibited by law.

## 2. Agreement to Official Rules

By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor which are final and binding in all matters related to the Promotion.

## 3. Sweepstakes Details

Promotion/Contest Name (the “Promotion”): Columbus Centre Athletic Club Membership Newsletter Contest, 2019. Entry deadline is 05/31/19.

## 4. Entrance Qualifications and Ways to Win

To Enter, participants must do the following:

- Fill out and submit a newsletter sign up ballot online or in the Membership office of the Columbus Centre Athletic Club
- Entrants must be new subscribers to the Villa Charities newsletter during the contest period, May 1 – 31, 2019. Any entrants from previous subscribers to the newsletter will be null and void.

The above actions must be taken between 05/01/2019 at 12:01 AM, EST, and 05/31/2019, at 11:59 PM, EST to qualify for the Promotion. Each entrant must be the rightful owner (or have authorized use) of the email account in the entrant’s entry as of date of entry. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the email account is held. Entrants must provide all information requested to be eligible to win. Incomplete, unreadable, or unintelligible entries will be disqualified. All entries must be received by 05/31/2019 by 11:59pm EST. All information provided by entrants becomes the property of the Sponsor. Winners will be notified via email. Winners must claim their prize within 48 hours of notification. If 48 hours elapses without claiming the prize, the winner’s claim to the prize is void. Only one entry per person or email account is permitted. Entrants violating any of these Official Rules may be disqualified.

## 5. Prizes and Odds

One (1) winner will receive one (1) 1 year general membership to the Columbus Centre Athletic Club (valued at \$600). The odds of winning a prize depend on the total number of eligible entries received. Taxes and gratuities are not included in the prize amount and all charges relating to taxes and gratuities are not valid to be covered by the prize received by the winners. Winners are solely responsible for any

and all federal, provincial and local taxes that apply to prizes. No cash or other substitution of prizes is permitted. Sponsor will not replace any lost or stolen prizes.

Employees of Sponsors and their respective parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to participate in the promotion. Participation in the promotion constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules & Regulations. No mechanically reproduced entries are allowed and any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods.

#### 6. Prize Drawing

All promotion entries meeting the requirements of the Official Rules will be entered into the prize drawing, to be held on or around 7 days after the deadline at the Villa Charities Inc. offices, 901 Lawrence Avenue West, Toronto, Ontario, M6A 1C3. The drawing will be conducted by representatives of the Sponsor whose decisions are final and binding. The winners will be selected at random from among all eligible entries received.

#### 7. Notification of Winners

Winners will be notified by email within five (5) business days of the prize drawing, and may be required to sign and return an affidavit of eligibility and publicity/liability release within seven (7) days of notification. If a selected Winner cannot be contacted within 48 hours, is ineligible, fails to claim a prize within 48 hours and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, prize may be forfeited and an alternate Winner may be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email account specified in the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. No automatically generated entries will be accepted.

#### 8. Privacy Policy

Any personal information supplied by you to Villa Charities Inc. will be subject to Villa Charities Inc.'s privacy policy. Villa Charities will not sell, rent, transfer or otherwise disclose your personal data to any third party. Additionally, by entering the promotion, you give express consent to Villa Charities to send you additional commercial electronic messages regarding Villa Charities and its partners.

#### 9. General Rules

By entering, you agree to be bound by the Official Rules. The promotion is offered by Sponsor, Villa Charities Inc., which is not responsible for late, lost, delayed, incomplete, illegible, or misdirected entries, responses, or other correspondence, whether by e-mail or otherwise, or for theft or destruction or unauthorized access or alterations of entry materials, phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

By participating and winning a prize, Winner releases Sponsor, its parent, affiliates, subsidiaries, directors, officers, employees, sponsors, and agents, including advertising and promotion agencies, from any and all liability with respect to the promotion/contest or the acceptance, possession or use of any prize, including without limitation (i) any condition caused by events beyond Sponsor's control that may cause the promotion/contest to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the promotion;

and (iii) any printing or typographical errors in any materials associated with the promotion/contest. Sponsor's decisions in all respects relative to the promotion/contest are final. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the promotion/contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the promotion/contest is compromised, without liability to the entrant. Sponsor reserves the right to disqualify any winner, as determined by Sponsor in its sole discretion. The winner is responsible for paying any income taxes on the value of the prize received. Void where prohibited or restricted by law. All federal, provincial and local regulations apply.

By participating in the Promotion and accepting any prize, entrants and winners agree to release and hold harmless Sponsor, their respective parent companies, subsidiaries, affiliates and related companies, and each of their respective officers, directors, employees and agents (collectively, 'Released Parties') from and against any and all liability whatsoever for any loss, harm, damage, injury, cause of action, claim, cost or expense (including without limitation any property damage, personal injury and/or death) arising out of or in connection with the Promotion, including without limitation participation in any Promotion-related activity and/or possession, acceptance, use or misuse of any prize. Released Parties are not responsible if Promotion cannot take place or if prize cannot be awarded due to travel cancellations, postponements, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. By entering, entrants confirm they are 18+ years of age.

#### 10. Additional Conditions

Except where prohibited by law, by accepting any prize, Winner consents to the use of his/her name, photo and/or likeness, biographical information, winning entry and statements attributed to winner (if true) for advertising and promotional purposes without additional compensation. Allow 6-8 weeks for delivery of prizes. Sponsor reserves the right to disqualify any person tampering with the entry process, or who is otherwise in violation of the Official Rules. Sponsor further reserve the right to cancel, terminate or modify the Promotion in the event the Promotion is not capable of completion as planned, including infection by computer virus, bugs, tampering, or technical failures of any kind. Any attempt by any participant to deliberately damage the website or tamper with or undermine the legitimate operation of the promotion is in violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such entrants to the fullest extent permitted by law, including criminal prosecution, arbitration or waiver of certain damages. As a condition of participating in this Promotion, entrants agree that (a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other indirect damages, (b) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by arbitration; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred including costs associated with entering this promotion, but in no event shall any award include attorney's fees. Disputes arising from this Promotion, or any matter arising therefrom, whether direct or indirect, will be determined according to the laws of the Province of Ontario, without reference to its conflict of laws principles.

#### 11. Official Rules

For a copy of these Official Rules, send an email message to [info@villacharities.com](mailto:info@villacharities.com) with "Columbus Centre Athletic Club Membership Newsletter Contest, 2019" as the email subject.

#### 12. Sponsor's Address

Sponsor is Villa Charities Inc., 901 Lawrence Avenue West, Toronto, Ontario, M6A 1C3