



November 7, 2009 – January 4, 2010

Winter Festival of Lights Facebook Fan Contest Rules

1. To enter the Winter Festival of Lights Facebook Fan Contest (the "Contest"), entrants must join the Winter Festival of Lights Facebook Fanpage (the "Fanpage") in order to be eligible. Contest will run from October 28, 2009 until November 18, 2009. Those persons joining the Fanpage after the deadline date are not eligible. WINTER FESTIVAL OF LIGHTS is not responsible for any reason whatsoever any failed attempts at joining the Fanpage.
2. Only one Fanpage membership per e-mail address will be considered for Contest entry, unless multiple entries are specifically allowed in the Contest announcement.
3. The Contest will state a deadline for entry (November 18, 2009) and an approximate date when the winners will be announced (no later than 2 days after the Contest has closed). The winner's name will be posted to the website once they have been chosen and notified. Additionally, the winner's name may be obtained by sending a self-addressed, stamped (first-class postage) envelope to WINTER FESTIVAL OF LIGHTS requesting such.
4. No purchase or payment of any consideration is necessary to enter the Contest.
5. All entrants and winners must be at least 18 years of age. The prize winner must be a resident of Canada.
6. WINTER FESTIVAL OF LIGHTS reserves the right in its sole and absolute discretion to alter any contest rules at any time.
7. The Contest is null and void in any jurisdiction where prohibited by law.
8. The winner is picked at random and the odds of winning depend upon the number of persons joining the Fanpage and cannot be determined in advance.
9. The winner will be notified via Facebook and/or email. If the winner does not respond to the notification within two (2) business days, another winner will be chosen. Failure to respond within two (2) business days shall mean that the winner forfeits the prize.
10. You agree to hold WINTER FESTIVAL OF LIGHTS and its officers, directors, members, partners, employees, agents, successors, and assigns harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with WINTER FESTIVAL OF LIGHTS' use of the information submitted to WINTER FESTIVAL OF LIGHTS and used in any manner in WINTER FESTIVAL OF LIGHTS' sole and absolute discretion.
11. WINTER FESTIVAL OF LIGHTS and its officers, directors, members, partners, employees, agents, successors, or assigns shall not be liable for any warranty, costs, damages, injury, or any other claims incurred as a result of the usage of the prize by the winner. WINTER FESTIVAL OF LIGHTS is



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not liable for any loss arising out of or in connection with any contest promoted by WINTER FESTIVAL OF LIGHTS.

12. WINTER FESTIVAL OF LIGHTS reserves the right to condition the prize award upon the execution by the winner of a publicity release. Notwithstanding this reserved right, joining the Fanpage during the contest period is conclusively deemed to be permission by the entrant to use the entrant's name (without compensation to the entrant) if the entrant is the winner to publicize the Contest and otherwise, as determined by WINTER FESTIVAL OF LIGHTS, unless prohibited by law.
13. WINTER FESTIVAL OF LIGHTS reserves the right to require the winner to execute an affidavit of eligibility as a sworn document and provide other proof of eligibility as a condition of receipt of the prize.
14. By entering the Contest, you conclusively are deemed to have agreed to be bound by these Contest rules and terms and conditions as well as by any rules specific to such contest. This is an irrevocable condition of entry.
15. The Contest is subject to all applicable federal, provincial and municipal laws and regulations. By entering this Contest, each entrant consents to the collection, use and distribution of his or her personal information (information that identifies an entrant as an individual, such as home telephone number and home address) by WINTER FESTIVAL OF LIGHTS for the purposes of implementing, administering and fulfilling this Contest.
16. If the identity of an on-line entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s).
17. There will be one (1) Grand Prize awarded consisting of accommodations for ten (10) people for a one-night stay in Niagara Falls, Canada; one (1) breakfast for ten (10) people; a variety of free attraction passes; and the opportunity to be the first members of the general public to skate on the Rink at the Brink. This opportunity includes exclusive thirty-minute use of the facility along with skate and helmet rentals as needed. Gratuities, other entertainment, merchandise, souvenirs, local and long distance telephone calls, medical, taxes, travel and cancellation insurance and all personal expenses of any kind are not included and are the sole responsibility of the Grand Prize winner and his/her travel partners. Grand Prize must be taken during the November 21 - 23, 2009 time period, and will not be rescheduled or substituted once booked. No responsibility is assumed by the released parties for cancelled, delayed, suspended or re-scheduled events or travel after ticketing for any reason whatsoever beyond its control. Accommodations are subject to availability,



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blackout periods, governmental restrictions and regulations. Other restrictions may apply.

18. WINTER FESTIVAL OF LIGHTS makes no representation or warranties in respect of the prize and accepts no liability arising in respect of such prize. The prize must be accepted as awarded and may not be transferred (other than as allowed for herein), or exchanged and has no cash surrender value. WINTER FESTIVAL OF LIGHTS reserves the right to substitute a prize of equal or greater value in the event of the unavailability, for whatever reason, of the advertised prize.
19. Winner must return a signed Declaration and Release of liability and publicity within a specified period of time, before being entitled to a prize, failing which the prize will be forfeited. The winner of the Grand Prize must also arrange for the signature and return of a Declaration and Release by the winner's travel partners before being entitled to a prize. If the Grand Prize winner's travel partner(s) is a minor, such person must have consent from their parent or legal guardian who must sign the Declaration and Release on their behalf. Decisions by WINTER FESTIVAL OF LIGHTS are final and without appeal in all matters related to this Contest and the awarding of the prize.
20. No communications will be entered into except with the selected entrant who will be notified by Facebook and/or email.
21. WINTER FESTIVAL OF LIGHTS, the Contest organizers, and their respective parents, subsidiaries and affiliates, the suppliers of prizes or services related to the Contest, and their respective advertising, promotion and production agencies and other agents or representatives will not, under any circumstances, be responsible for, or liable to any Contest entrant or any other person for:
 - (a) Any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest entries, regardless of cause;
 - (b) Any failure for any reason whatsoever of the selected entrant to receive a prize notification email;
 - (c) Any changes in e-mail addresses or e-mail address assignments after Contest entry is submitted;
 - (d) Any computer, online, telephone, technical malfunctions or errors that may occur, regardless of the cause; or
 - (e) Any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of market, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest or the submission of entries to the Contest or participation in the Contest or the Contest prize, or the use of the WINTER FESTIVAL OF LIGHTS website (including the downloading of any materials from that website) and regardless of the cause or any negligence by WINTER FESTIVAL OF LIGHTS or anyone for whom WINTER FESTIVAL OF LIGHTS is responsible, and



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notwithstanding that WINTER FESTIVAL OF LIGHTS may have been advised of the possibility of such loss or damage being incurred.

22. The released parties assume no responsibility for lost, stolen, delayed, damaged, illegible or misdirected entries or entries that have been submitted through illicit means, or do not conform to or satisfy the Rules or for failure of the website during the promotional period, for any problem or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or traffic congestion on the internet or any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. WINTER FESTIVAL OF LIGHTS reserves the right, in its sole discretion; to cancel or suspend the e-mail portion of this Contest should a virus, bug or other cause beyond the reasonable control of WINTER FESTIVAL OF LIGHTS corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, the released parties reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. WINTER FESTIVAL OF LIGHTS is not responsible for any errors or omissions in printing or advertising this Contest.
23. Winner and travel companions, by acceptance of their prize, agree to release WINTER FESTIVAL OF LIGHTS, the released parties and their respective parents, subsidiaries and affiliates, the suppliers of prizes or services related to the Contest, and their respective advertising, promotion and production and production agencies and other agents or representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for, participating in and/or traveling to any prize-related activity or arising out of or in connection with any contest promoted by WINTER FESTIVAL OF LIGHTS.
24. Decisions of WINTER FESTIVAL OF LIGHTS in respect of any aspect of the Contest are final and binding on all entrants.

Any inquiry concerning the personal information held by WINTER FESTIVAL OF LIGHTS should be addressed to:

WINTER FESTIVAL OF LIGHTS
5400 Robinson Street
Niagara Falls, Ontario L2G 2A6
Toll-Free: (800) 563-2557