

ORILLIA FOODIES UNITE CONTEST CONTEST RULES AND REGULATIONS

A. Description of the Contest:

1. The Contest is operated by the City of Orillia.
2. Participants will enter through Social Media (Twitter, Facebook or Instagram). Participants must submit an original photo of a meal from a restaurant in Orillia and area, either through takeout or outdoor dining.
3. A printed copy of these Rules may be requested by writing to The City of Orillia, 50 Andrew St. S., Suite 300, Orillia, ON L3V 7T5 or by telephone at 705-325-4900. By participating in the Contest, each person unconditionally accepts and agrees:
 - (a) to comply with these Rules and Regulations (the "Rules");
 - (b) that the decisions of the City of Orillia shall be final and binding with respect to all aspects of the Contest; and
 - (c) that the City of Orillia will not be held responsible for any errors or negligence that may arise in connection with the Contest.
4. These Rules are subject to change at the discretion of the City of Orillia without notice. Changes will be posted on the website www.orillia.ca/patio.

B. Eligibility:

1. The Contest is open to all residents of Canada, excluding Quebec residents.
2. To participate in the Contest persons must be 19 years of age or older as of the Contest Starting Date (as defined below).
3. Excluded from the Contest are persons who, after the Contest Starting Date (as defined below) are:
 - (a) Directors, officers, employees, agents, independent contractors and representatives of the City of Orillia and all Contest sponsors and partners, including Participating Contest Partners;
 - (b) Advertising and promotional agencies, suppliers of products, materials or services related to the Contest; or
 - (c) Siblings, parents, step-parents, grandparents, children, spouses, or anyone residing in the same household with any of the above.
4. The entry is non-transferrable and, this includes the transfer of an entry by an ineligible person to an eligible person.
5. In these Rules, a person who is eligible to enter the Contest is called an "Entrant".
6. All Entrants agree to cooperate in any background check the City of Orillia, in its discretion, chooses to make in order to verify the eligibility of the Entrant.

C. Contest Open and Close Dates:

1. The Contest will commence June 7, 2021 at 12 p.m. (EST) (the "Contest Starting Date") and will conclude on September 27, 2021 at 8:00 p.m. (EST) (the "Contest Closing Date").
2. Entrants must submit all entries through social media.
3. All entries must be received by the City of Orillia by September 27, 2021 at 8:00 p.m. (EST) (the "Eligibility Date"). All entries received after the Eligibility Date shall be deemed VOID and will be ineligible for entry into the Contest.

D. How to Enter:

1. To enter the Contest Entrants can enter by:
 - a. Support a restaurant in Orillia and area by ordering a meal through takeout or outdoor dining.
 - b. Take a photo of your meal. Photo eligibility outlined below.
 - c. Post your photo on social media (Twitter, Facebook or Instagram).
 - d. For social media entries:
 - i. You must use the #OrilliaFoodiesUnite hashtag.
 - ii. The photo must be set to public viewing.
 - iii. (Optional) Follow Visit Orillia on Facebook or Instagram or Orillia EDO (@OrilliaEDO) on Twitter.
 - iv. (Optional) In the caption, please include the business name and tag them if applicable.
2. Although not required for eligibility, we encourage you to share why you chose to support that restaurant or why eating local in Orillia and area matters to you.
3. Multiple entries are allowed as long as each photo entry is unique. You may post about the same restaurant as long as each photo entry shows a different subject or angle.
4. Photos selected in a random draw will be reviewed for eligibility, and City of Orillia staff will contact the winners.
5. The City of Orillia has full discretion in applying the following criteria to judging photos received in the #OrilliaFoodiesUnite Contest:
 - (a) An entry must show items purchased from an Orillia and area restaurant between Monday, June 7, 2021, to Monday, September 27, 2021.
 - (b) A participant may enter multiple photos from the same or different businesses. As

long as each photo entry shows a different subject or angle, it will be considered as a separate entry.

- (c) Meals delivered via curbside pickup or delivery are eligible.
- (d) Photos must not contain negative or obscene gestures, symbols or words, or show illegal behaviour.

E. How to Win:

1. All entries received by the City of Orillia are final and binding and are subject to verification.
2. The City of Orillia will not accept entries by phone, fax, or any other method not specifically stated within these Rules.
3. Any entries received by the City of Orillia will be declared invalid if they are illegible, incomplete, forged, falsified, altered, or tampered with in any way.
4. All eligible entries will be entered into a draw. From those eligible entries, one entry will be randomly drawn by the City of Orillia and will be declared the contest winner (the "Winner").
5. The City of Orillia will conduct the draw on September 28, 2021. Entries will not be accepted after 8:00 p.m. September 27, 2021 (the final "submit date").

F. How to Claim the Prize:

1. The Winner will be contacted by social media after the Draw Date. The Winner is asked to claim the Prize (as defined below) in a timely manner following notification. If the Prize is not claimed by the Winner, it shall be secured for a period of one (1) month from the Draw Date. If the Prize is unclaimed after that time, the Winner will be disqualified, and in the City of Orillia's discretion, an alternate winner may be selected.
2. Upon notification, the Winner shall:
 - (a) assist the City of Orillia in confirming compliance with these Rules, including verification that the Winner is at least 19 years of age or older;
 - (b) sign a standard form release, releasing the City of Orillia and all of its divisions, and the contest sponsors, Participating Contest Partners, and any other person or entity associated in any way with the Contest and their respective parents, affiliates, subsidiaries, directors, officers, stakeholders, employees, agents from any and all liabilities arising in connection with the Contest, including, without limitation, liability arising from the acceptance of the Prize as awarded; and
 - (c) consents to the use of their name, city and province of residence, photograph, voice and/or image without compensation, for any publicity purposes, commercial or otherwise, in all media, including internet, used by the City of Orillia, and the contest sponsors and partners and their respective advertising, marketing and promotional agencies.
3. A printed copy of the Winner's information will be available upon request by writing to the City of Orillia, 50 Andrew St. S., Suite 300, Orillia, ON, L3V 7T5 or by telephone at 705-325-4900.
4. Upon notification, the Winner will be provided with instructions on how to redeem the Prize. The Winner agrees to follow those instructions, including, without limitation, the rules and regulations of the Prize as they relate to the use of the Prize and the instructions regarding the booking of the Prize. If the instructions are not followed, the Winner may forfeit the Prize without compensation.
5. The Prizes must be pre-booked with the partner and is subject to availability and black-out dates.

G. The Prize:

1. The contest prize is a Shop Local prize pack valued at approximately \$500, including City of Orillia swag; a wheeled duffle bag, courtesy of the Orillia Area CDC; \$100 Downtown Dollars and a Downtown Orillia T-Shirt, courtesy of the Downtown Orillia Management Board; a Rapala T-Shirt, Rapala Fish & Game Shears and two Zebco Rod and Reel combos, courtesy of the Orillia District Chamber of Commerce Perch Festival; and a prize pack from the Orillia Museum of Art and History (OMAH), including six OMAH exhibition catalogues, an OMAH magnet, OMAH's custom blended tea (Sir Sam Strong), Orillia Youngers T-Shirt, and two free passes to OMAH. Businesses who participate in the #OrilliaFoodiesUnite contest will also be entered to win a Shop Local Prize Pack, including City of Orillia swag and a gift certificate from CC Fashions.
2. Once the Prize is awarded to the Winner, if the Winner chooses not to use the Prize. The City of Orillia shall have no obligation to compensate the Winner for the value of the Prize or provide any substitution, exchange or other opportunity and the Winner forfeits the right to use the Prize.
3. The Prize does NOT include gratuities, applicable taxes, the costs of food and beverages, transportation costs for the Winner or other personal expenses. All such expenses and any other incidental expenses are solely the responsibility of the Winner and their guests. The Winner is responsible for obtaining, at his/her sole expense, all desired health, medical, hospital, travel or other insurance.
5. The chances of winning are based on the number of eligible entries received by the City of Orillia at the end of the eligibility date.
6. The Prize must be accepted as awarded. No cash alternative or substitution of the Prize will be provided. The City of Orillia reserves the right to substitute a prize of equal or greater value in the event that the Prize is unavailable. The Prize is non-refundable/non-transferrable.
7. All parties involved shall have no responsibility for cancellations or changes due to weather related activities.
8. Images pictured in point-of-sale, online, television and print advertising, promotional packaging and

other Contest materials are for illustrative purposes only. All details and other restrictions of the Prize not set out in these Rules will be determined by the City of Orillia in their discretion and will be provided to the Winner upon award of the Prize. The Prize will be awarded only if an Entrant fully complies with these Rules.

H. Liability Disclaimers:

1. Any attempt to deliberately damage any website related to the Contest or THE CITY OF ORILLIA to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should an attempt be made to do so, THE CITY OF ORILLIA reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
2. THE CITY OF ORILLIA, the Participating Contest Partners, and each of their respective parent companies, subsidiaries, affiliates, advertising/promotional agencies, and all of their respective directors, officers, employees, representatives and agents make no warranties, and hereby disclaim any and all warranties, express or implied, concerning the Prize or any part thereof, furnished by third parties in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE CITY OF ORILLIA HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.
3. Entrants assume all risk of loss, damage, destruction, delay and misdirection of entries submitted to THE CITY OF ORILLIA and are advised to obtain insurance where appropriate. THE CITY OF ORILLIA is not responsible for incomplete, illegible, misdirected, late, lost, submissions of entries, by which may be judged VOID; for any damage to an Entrant's computer system which is occasioned by accessing THE CITY OF ORILLIA website; for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in any entries, the offering or announcement of the Prize or in any Prize notification documents; or for any errors of any kind, whether human, mechanical, clerical, electronic, or technical in nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.
4. THE CITY OF ORILLIA is not responsible for entries not received by the Eligibility Date or not considered eligible at the sole discretion of THE CITY OF ORILLIA due to incomplete, unclear, indecipherable information, or any other reason whatsoever.
5. By participating in the Contest and redeeming the Prize, the Winner and their guests hereby releases and agrees to hold THE CITY OF ORILLIA harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, death, bodily injury, and property or other damage or loss, due or in whole or in part, directly or indirectly, to participation in the Contest or in any Contest-related activity, or participation in any Prize related activities, or due in whole or part to the receipt, use or misuse of the Prize. Entrants waive the right to assert as a cost of winning the Prize, any and all costs of verification and redemption or travel to redeem the Prize and any liability and publicity which might arise from redeeming or seeking to redeem the Prize.
6. By entering the contest, each Entrant releases THE CITY OF ORILLIA and any other person, agency, organization or entity associated in any way with the Contest, their respective affiliates, subsidiaries, directors, officers, employees, agents from any and all liability arising in connection with the Contest, including without limitation to, the selection of the Winner and the administration of the Contest.

I. General Terms and Conditions applicable to the Contest:

1. Entries are non-transferrable.
3. By entering the Contest, Entrants grant permission to the use by THE CITY OF ORILLIA of the Entrant's personal information in accordance with the *Personal Information Protection and Electronic Documents Act* (Canada).
4. Personal information collected in connection with the Contest may be shared with THE CITY OF ORILLIA's promotional partners to the extent necessary to fulfill the Prize, and in such event, those promotional partners will use that information in accordance with their own independent privacy policies and practices.
5. THE CITY OF ORILLIA may amend or cancel the Contest if, in the discretion of THE CITY OF ORILLIA, anything occurs which will or could hinder or prevent the fair conduct of the Contest, which corrupts the Contest, or which will or could result in the awarding of a greater number of prizes than those which these Rules contemplate.

J. Governing Law:

1. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations as between Entrants and THE CITY OF ORILLIA in connection with the Contest shall be governed and construed in accordance with the laws of the Province of Ontario.
2. It is the Entrant's responsibility to ensure that he/she has complied in full with all of the conditions and requirements contained in these Rules. If any potential winner is found to be ineligible, or if he/she has not complied with these Rules or declines the Prize for any reason prior to award, such potential winner will be disqualified and, in THE CITY OF ORILLIA's discretion, an alternate winner may be selected.