

# Mono Hiking Challenge Official Rules

## General Conditions

1. The Mono Hiking Challenge (the “Contest”) is open to all legal residents of Canada, excluding residents of Quebec (owing to legal matters). Contest entrants are required to have met the age of majority in their province of residence as of June 4, 2017 (the “Contest Commencement Date”).
2. Elected officials, directors, officers, employees, suppliers, agents, sponsors, contractors, administrators, licensees, or other representatives of the Corporation of the Town of Mono (the “Town of Mono”), or of its advertising or promotional agencies, or any member of their immediate family (spouse, parents, siblings and children) or household members of each ineligible person are ineligible to enter the Contest.
3. By participating in the Contest, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Contest judge(s), which are final and binding in all matters related to the Contest.
4. Chances of winning vary depending upon the number of eligible entries submitted. Each entrant may submit a maximum of one (1) image for each of the twenty (20) designated trails. Each eligible image qualifies as one (1) Contest entry, to a maximum of twenty (20) Contest entries per entrant.
5. Each prize must be accepted as awarded and may not be exchanged for cash value. All prize awards are non-transferrable as between entrants. Notwithstanding the foregoing, the Town of Mono retains the right to substitute listed prizes for alternatives of equal or greater value.
6. The Town of Mono is not responsible and shall not be held liable for any delays, failures, interruptions or other malfunctions of Canada Post, couriers, telephone networks, Internet connections, online platforms, servers, computer equipment or software which results in lost, misdirected, altered, late or destroyed Contest entries or winner notifications.
7. The Town of Mono is not responsible and shall not be held liable for any printing, distribution or production errors. The Town of Mono may, in its sole discretion, terminate or discontinue this contest without notice at any time and shall not face liability as a result thereof.
8. In the event that the operation, security or administration of the Contest is impaired in any way for any reason, including, but not limited to, fraud, human error, virus or other technical problems, the Town of Mono may, in its sole discretion:
  - a. modify the Contest in a manner that best conforms to the spirit of these Official Rules;
  - b. suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of the Official Rules; or
  - c. cancel the Contest and award the prizes in a random drawing from among all entries that meet eligibility requirements received up to the time of the impairment.

The Town of Mono reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the operation of the Contest, or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner, from participation in the Contest and any future contest held by the Town of Mono.

9. In order to claim a prize in the Contest, each potential winner must agree to hold harmless and release the Town of Mono from any and all liability, including any loss or damages due in whole or in part by reason of the acceptance, possession, use or misuse of any prize or participation in the Contest. Acceptance of any prize by any winner shall be as-is, where-is and without any warranty whatsoever from the Town of Mono.
10. Except where prohibited, participation in the Contest constitutes the entrant's consent for the Town of Mono, applicable prize providers and their respective designees to use the entrant's first and last name, likeness, prize information, city and province of residence and any comments, testimonials or other feedback related to any prize or the entrant's Contest experience, whether written or oral, for promotional purposes in any media without further compensation.
11. The Contest is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law.
12. The following actions are prohibited and will result in automatic disqualification from the Contest:
  - a. all duplicate entries for any of the designated trails will be disqualified. The Town of Mono reserves the right, in its sole discretion, to disqualify all eligible entries of any entrant who submits multiple entries for any of the designated trails;
  - b. any method that artificially increases one's odds of winning;
  - c. non-compliance with these Official Rules; and
  - d. any other act which the Town of Mono determines, at its sole discretion, jeopardizes the integrity of the Contest.

## How to Enter

To enter the Contest, an entrant must register online at [monohikingchallenge.ca](http://monohikingchallenge.ca).

Once you create a username (between 4 and 12 characters), provide the required personal information, including the social media accounts (Facebook, Twitter or Instagram) you wish to associate with your account. You may provide as many or as few social media accounts as you wish, but be sure to include the account you will be posting from.

For up to date information and updates on the Contest, Like or follow the Mono Hiking Challenge on Facebook (MonoHikingChallenge), Twitter (@MonoHikingChallenge) or Instagram (@MonoHikingChallenge).

You can learn the details of all of the designated trails on the Mono Hiking Challenge website (see above). While the Contest is live, hike as many of the twenty (20) designated Mono Hiking Challenge trails as you wish.

Midway through each designated trail will be a Mono Hiking Challenge signpost. Take a picture of yourself (a “selfie”) in front of the signpost such that both you and signpost are visible in the picture and share it with the Mono Hiking Challenge Facebook, Twitter or Instagram accounts using the hashtag #monohikingchallenge.

Entrants may submit a maximum of one (1) image for each of the twenty (20) designated trails. Each image submitted, if eligible, entitles the entrant to a single ballot in the Contest. If the image submitted is determined by the Town of Mono to be ineligible, the entrant may not submit another image for that designated trail.

### Content Restrictions

By submitting an entry, each entrant agrees that his/her entry, Facebook, Twitter and/or Instagram account, as the case may be, conforms to the restrictions on content as set out below (the “Content Restrictions”). Entrants further agree that the Town of Mono, in its sole discretion, may remove an entry and disqualify an entrant from the Contest if they are of the opinion that the entry or the entrant’s Facebook, Twitter and/or Instagram account, as the case may be, fails to conform to the following Content Restrictions or violates any provision of these Official Rules in any way:

1. Entries cannot be sexually explicit or suggestive, profane or pornographic, or contain nudity.
2. Content of entries cannot be derogatory or promote bigotry, racism, violence, hatred or harm against any group or individual, or promote any form of discrimination whatsoever (including, but not limited to, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age).
3. Entries cannot promote alcohol, drugs (illegal or otherwise), tobacco, firearms/weapons (or the use of any of the foregoing), activities that may appear unsafe or dangerous, or any political agenda or message.
4. Content of entries cannot be inappropriate, indecent, obscene, offensive, hateful, tortuous, defamatory, slanderous or libelous, or endorse any form of hate or hate group.
5. Entries cannot defame, misrepresent or contain disparaging remarks about the Town of Mono or its services, or other people, products or companies.
6. Entries cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind.
7. Entries cannot disclose any personal information, such as license plate numbers, personal names, e-mail addresses or street addresses.

8. Entries cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the Town of Mono wishes to associate.
9. Entries cannot depict, and cannot itself, be in violation of any law.
10. Entries cannot contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or material that constitutes copyright infringement.
11. Content of entries cannot be in violation of Facebook, Twitter or Instagram's Terms of Use, Community Guidelines, Privacy Policy, or other conditions.

#### Prize Information

There are multiple prizes available to be won. Details of all available prizes can be found on the Mono Hiking Challenge website ([monohikingchallenge.ca](http://monohikingchallenge.ca)). Contest prizes are subject to change as the Contest progresses.

The Grand Prize consists of a one (1) week lodge-based hiking trip for two (2) people at Canoe North Adventures Lodge and Outfitting Centre in Norman Wells, Northwest Territories. All meals, lodge accommodation, hiking equipment and guide services are included. This prize package originates in Norman Wells, NT. Commercial flights to and from Norman Wells, NT, travel insurance, accommodation and meals en route to and from Canoe North Adventures Lodge are not included as part of the Grand Prize award.

Unless agreed to by Canoe North Adventure, the Grand Prize must be redeemed in July or August of 2018. The approximate retail value of the Grand Prize is \$7,600.

#### OTHER PRIZES

- (1) [Hockley Valley Resort](#) - 18 holes of golf for a foursome (\$300)
- (1) [Mono Cliffs Inn](#) - \$100 gift certificate
- (1) [Black Birch](#) - \$100 gift certificate
- (1) [Mrs. Mitchell's](#) - \$100 gift certificate
- (2) Thompson Rogers Lawyers - 12 pk of Diablo Tour Callaway golf balls, ball cap & golf shirt (\$125)
- (1) [Theatre Orangeville](#) - two tickets to any 2017/2018 production (\$86)
- (7) [Dufferin Glen Golf Club](#) - one pair of passes for 18 holes of golf (\$60)
- (1) Pattie-Anne Fitzgerald- A professional golf lesson for 1 or 2 people (\$60)
- (1) [Nifty Nook Restaurant](#) - \$50 Gift Certificate
- (1) [Dufferin Hi-Land Bruce Trail Club](#) - Annual membership (\$50)
- (2) [Nicola Ross](#) - Halton Hikes: Loops & Lattes (\$25)
- (2) [Nicola Ross](#) - Caledon Hikes: Loops & Lattes (\$25)

Odds of winning a prize will depend on the number of eligible entries submitted prior to the Contest Close Date.

## Prize Restrictions/Prize Conditions

Winners are solely responsible for all federal, provincial, and/or local income taxes, sales taxes, gift taxes, surcharges, service charges, processing and handling fees, and all other costs or expenses incurred in claiming a prize. Prizes are non-transferrable without the express written consent of the Town of Mono (which may be withheld for any reason). Prizes must be accepted as awarded and no substitutions, exchanges, or conversion to cash will be made. Notwithstanding the foregoing, if for any reason a prize is not available, the Town of Mono, at its sole discretion, may substitute a prize having an approximate retail value of no less than that of the unavailable prize.

Subject to the provisions of these Official Rules, only the prizes described herein and on the Mono Hiking Challenge website will be available to be awarded in this Contest. In no event shall further prizes be awarded. Any refusal by a prize winner to accept a prize, as awarded and in its entirety, hereby releases and forever discharges the Town of Mono and the Releasees (as defined below) from all obligations to the prize winner related to that prize, including delivery of same, and said prize will be awarded to another entry in the Contest.

By participating in the Contest, each potential winner releases and agrees to indemnify and hold harmless the Town of Mono, the Contest Administrator, Facebook, Twitter, Instagram, and each of those entities' respective parent companies, subsidiaries, affiliates, franchisees, successors, assigns, local corporate and non-corporate advertising cooperatives, advertising, promotion and public relations agencies, service agencies and independent contractors, and all of those entities' respective directors, officers, employees, representatives and agents (collectively, the "Releasees") from and against any and all liability for any and all costs, injuries, losses or damages of any kind, including, without limitation, death, injury and/or property loss or damage, due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest-related activity, or due or related to the acceptance, receipt, use or misuse of the whole or any part of any prize or prize-related activity, or the use by the Town of Mono or its designees of any entry or component thereof. The potential winner waives the right to assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and any claim respecting liability and publicity which might arise from redeeming or seeking to redeem that prize. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, ON THE PART OF THE TOWN OF MONO, AND THE TOWN OF MONO HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

By participating in the Contest, each potential winner agrees to the use (but not the obligation to use) by the Town of Mono of his/her name, photograph, voice, biographical information and image, along with (or without) his/her address (town/city and province/territory) and to the use (but not the obligation to use) by the Town of Mono of any statements made by or attributed to him/her in or in connection with the Contest, or the prize, or both, in any and all media (including, without limitation,

print, broadcast and Internet) now known or hereafter devised, worldwide, in perpetuity, in any language and throughout the universe for advertising, promotional, publicity or any other purposes as determined by the Town of Mono, in its sole discretion, in connection with the Contest and in other promotions conducted by the Town of Mono, or its parent, subsidiaries or affiliates, without further compensation, notice, approval or authorization, and hereby releases The Town of Mono and its parent company, subsidiaries, affiliates, franchisees, successors, assigns, local corporate and non-corporate advertising cooperatives, advertising, promotion and public relations agencies, service agencies and independent contractors, and all of those entities' respective directors, officers, employees, representatives and agents, from any claims or liability arising out of or with respect to such use, if any. The Contest Administrator is not obliged to engage in any individual contact or correspondence with any person, except with the potential winners of the prizes.

### Privacy Policy

Personal information provided by Contest entrants will remain on file with the Town of Mono until all prizes are claimed by the winners unless stated otherwise. Information collected from Contest entrants whom opt to be notified about future promotions or contests is the property of the Town of Mono and shall not be used for any other or improper purposes.

### Contest Draw Dates

The Contest begins June 4th, 2017 and will remain open until 11:59 pm EST October 31st, 2017 (the "Contest Close Date").

Draws for prizes will be held at the Town of Mono Municipal Office (at 347209 Mono Centre Road, Mono, ON, L9W 6S3). Draws will occur during the following regular sessions of Town Council:

Draw #1	June 27 <sup>th</sup> , 2017	Council meeting commences at 9:00 a.m.;
Draw #2	July 25 <sup>th</sup> , 2017	Council meeting commences at 9:00 a.m.;
Draw #3	August 22 <sup>nd</sup> , 2017	Council meeting commences at 9:00 a.m.;
Draw #4	September 12 <sup>th</sup> , 2017	Council meeting commences at 7:00 p.m.;
Draw #5	September 26 <sup>th</sup> , 2017	Council meeting commences at 9:00 a.m.;
Draw #6	October 10 <sup>th</sup> , 2017	Council meeting commences at 7:00 p.m.;
Draw #7	October 24 <sup>th</sup> , 2017	Council meeting commences at 9:00 a.m.; and
Draw #8 (Grand Prize)	November 14 <sup>th</sup> , 2017	Council meeting commences at 7:00 p.m.

The Town of Mono may, at its sole discretion, alter these draw dates as it sees fit and shall face no liability as a result thereof. Any rescheduling of draw dates will be published on the Town of Mono's website as soon as practicable.

## Announcement of Winners

Draws to determine the winning entries will occur as noted above. If a winning entrant does not respond to the Town of Mono's e-mail notification within seven (7) days of the date of the first attempted contact, or if the Town of Mono is otherwise unable to contact the selected entrant within such time, the prize will be forfeited and another entrant will be selected at the next scheduled draw. In the event that redraw(s) are required subsequent to the last scheduled draw date, the Town of Mono will post on the Contest website when the next draw will be held. The names of prize winners will be posted on the Town of Mono's website.

## Governing Law

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the entrant or the Town of Mono in connection with the Contest shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the applicability of any other laws.

## Disqualification/Force Majeure

It is the entrant's responsibility to ensure that he/she has complied with the conditions and restrictions contained in these Official Rules. The Town of Mono reserves the right in its sole discretion to disqualify any entrant who is found to be tampering with the entry process or interfering with the operation of the Contest, or with the enforcement or functioning of these Official Rules; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt, undermine or corrupt the fair and proper administration, security or the legitimate operation of the Contest; or to annoy, abuse, threaten or harass any other person. The Town of Mono reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law, which may include banning or disqualifying persons from entering the Contest and any future contests conducted by the Town of Mono.

A potential winner may be required to provide the Town of Mono and/or the Contest Administrator with proof that said potential winner is the authorized account holder of an e-mail address, Facebook profile, Twitter account or Instagram account. The authorized account holder is the natural person who is registered to the account by Facebook, Twitter or Instagram. An authorized account holder of an e-mail address is the individual registered to that e-mail address for the domain by an internet service provider, online service provider, wireless carrier or other organization (e.g. business, educational institute, etc.) that is responsible for coordinating e-mail addresses for the domain associated with the submitted e-mail address.

In the event of a dispute regarding who submitted an entry, the authorized account holder of the Facebook, Twitter or Instagram account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. If a dispute cannot be resolved to the Town of Mono's satisfaction, the

entry will be deemed ineligible and disqualified.

No illegible, incomplete, forged, software generated or other automated entries will be accepted. Entries made by any other individual or any entity, and/or originating at any other mechanism, including, but not limited to, commercial contest subscription notification and/or entering services, will be declared invalid and disqualified from this Contest.

Subject to any governmental approval which may be required, the Town of Mono reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or cancel, modify, amend, suspend or reinstate the Contest in any way, with no obligation to do any or all of the foregoing or liability as a result thereof, subject to applicable law, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions, viruses, bugs or any other cause or any nature which is beyond the reasonable control of the Town of Mono have destroyed, severely undermined, or adversely affected the security, integrity, feasibility and/or proper administration of the Contest.

In the event the Town of Mono is prevented from continuing the Contest as contemplated herein by any event beyond its control, or any federal, provincial or local government law, order, or regulation, or by order of any court of competent jurisdiction, then the Town of Mono shall have the right to modify, amend, extend, suspend, or terminate the Contest. If the Contest is terminated before the Contest Close Date, the Town of Mono will select winners in a random drawing from all eligible, non-suspect entries received in the Contest as of the date the event was terminated. The Town of Mono will have no liability whatsoever if, for any reason, the Contest is not capable of running as planned, or for any loss or damage incurred by any person as a result of participation in the Contest or related to or resulting from any material related to this Contest, or any other matter, occurrence, act or omission arising in respect of the Contest.