

# The Torontonion Grand Opening Early Bird Giveaway

## CONTEST RULES (“RULES”)

### 1. CONTEST SPONSOR

The **Torontonion Grand Opening Early Bird Giveaway** (“Contest”) is sponsored by **Aisle 24 Torontonion** (“Sponsor”), located at 45 Dunfield Ave, Toronto, ON.

### 2. ELIGIBILITY

The Contest is open only to legal residents of **The Torontonion (45 Dunfield), Lillian Park rentals (33 Dunfield), and Dunfield Retirement Residences (77 Dunfield)** who are at least **18 years of age** at the time of entry. Employees of Aisle 24 and their immediate family members are not eligible to participate

### 3. CONTEST PERIOD

The Contest begins on **January 16** and ends at **11:59 PM EST on February 14, 2025** (“Contest Period”).

### 4. HOW TO ENTER

To enter the Contest, eligible participants must:

- a) Download the **Aisle 24 app**.
- b) Register a new account before **February 14, 2025**.

Limit of **one (1) entry per person**. Multiple registrations by the same individual will be void.

To be eligible, an entry must be submitted and received in accordance with these Rules during the Contest Period (the “Entry”). Once your Entry is complete, you will receive one (1) Entry into the Contest.

Each Entry must be original, have not been previously used in a previous contest, not infringe copyright or other intellectual property rights of any other party, and must be suitable for publication (i.e. must not be obscene or indecent or contain content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole discretion). Sponsor reserves the right, in its sole discretion, to reject any Entry the Sponsor deems not to be in keeping with the rules of this Contest.

Sponsor assumes no responsibility for any claims against infringement with respect to any Entry submitted. By entering this Contest each entrant: (i) represents that the said Entry does not infringe on any third party’s copyright materials, trade-mark or other intellectual property rights; (ii) agrees to release, indemnify, discharge and hold harmless the Released Parties (as defined herein) from any claim or liability arising from or related to submission of the Entry and participation in this Contest; (iii) grants the Sponsor, an unlimited, royalty free, irrevocable, right and license to edit, modify reproduce, post and/or broadcast the Entry in any form of media now known or hereinafter developed, including, without limitation, as contemplated within these Rules, and in any advertising or promotions created by the Sponsor in any form of media to promote this Contest and/or future contests similar to this Contest; and (iv) waives all moral rights in the Entry in favour of the Sponsor.

Each store visit (entry into Aisle 24 Waterloo King using valid account) counts as 1 entry during the Contest Period. You can only use one (1) Account to participate in the Contest. If a person creates multiple accounts to visit the store, all of their entries are considered void and they are disqualified. Use of any automated system to submit Entries is prohibited and will result in disqualification. BY SUBMITTING AN ENTRY, YOU

ACKNOWLEDGE THAT YOUR ENTRY (INCLUDING YOUR USERNAME AND PROFILE PICTURE) MAY BE POSTED ON INSTAGRAM AND/OR SPONSOR'S PROPRIETARY WEBSITE, WHERE IT MAY BE VIEWED, SHARED BY USERS OF SOCIAL MEDIA OR OTHER INTERNET-BASED SITES) AND COMMENTED ON BY THE SPONSOR AND/OR THE GENERAL PUBLIC.

NOTE: Text messaging fees may apply depending on the entrant's mobile device carrier and text messaging package. Such fees are the responsibility of the entrant/account holder. Text messaging may not be available in all areas or with all mobile service providers. Entrant must be the person in whose name the mobile device account for the mobile device used to enter the Contest via mobile device is registered (the "Mobile Account Holder") or have the express permission of the Mobile Account Holder. Entries made via mobile device without the permission of the Mobile Account Holder may be disqualified.

## **5. ADDITIONAL ENTRY RULES**

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) for any reason the Sponsor deems necessary to administer this Contest. Failure to provide such proof within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor. Proof of transmission (screenshots or captures etc.) or attempted transmission of an Entry, or of an attempted Entry or of any communication, does not constitute proof of delivery or receipt by the Sponsor.

If it is discovered by the Sponsor (using any evidence or other information made available to the Sponsor) that: (a) any person has attempted to use multiple Accounts, names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter this Contest; (b) acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be deemed to have submitted by the authorized account holder of the email address or mobile phone number associated with the Account. A selected entrant may be required to provide proof that he/she is the authorized Account holder associated with the selected Entry. An Entry may be rejected if (in the sole and absolute discretion of the Sponsor) it is not fully completed with all required information and submitted and received in accordance with these Rules.

The Contest Parties and each of their respective officers, directors, agents, representatives, successors, and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete entries (all of which are void).

Sponsor reserves the right to disqualify an entrant if the entrant: a) violates these official rules and/or the general rules/guidelines of any online property, contest application or service of the Sponsor; b) enters the contest by any means contrary to these rules or which would be unfair to other entrants or where contest entries are generated by any mechanical or automated means; and/or c) acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Entry materials that have been tampered with, reproduced, falsified, or altered are void.

Any attempt to deliberately damage the contest website, contest application or any related website or undermine the legitimate operation of the contest may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

## **6. POTENTIAL WINNER SELECTION**

On February 17 in Toronto, Ontario, at approximately 10:00am ET, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period.

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible winner (using the information available to the Sponsor) within ten (10) business days of selection as an eligible winner. If an eligible winner cannot be contacted within ten (10) business days of the Sponsor's first attempted contact, or if there is a return of any notification as undeliverable and/or if any correspondence is not responded to; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner in accordance with the applicable procedures as outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). No communication or correspondence will be exchanged with entrants except for those selected for a prize.

## **7. ODDS OF WINNING**

The chances of being selected as a potential winner of a Prize depends upon the total number of eligible entries received during the Contest Period.

## **8. PRIZES/APPROXIMATE RETAIL VALUES (ARVs)**

There is one (1) one-time-use **Aisle 24 Voucher** of \$100 (each, a "Prize" or "prize" and collectively, the "Prizes" or "prizes") available to be won in relation to this Contest.

Each Prize must be accepted as awarded and is not transferable, assignable, or convertible to cash (except as may be permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize (or a component thereof) with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. During the Contest Period, there is a limit of one (1) Prize per person.

The following general conditions apply to each Prize: (i) specifics of each Prize will be at the sole and absolute discretion of the Sponsor and subject to availability; and (ii) if applicable, each confirmed Prize winner is solely responsible for all expenses that are not specifically included in the Prize description above.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. By accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

The approximate retail values as stated by the Sponsor in point-of-sale advertising, and other advertising, promotion materials, and/or in these Rules are subject to price fluctuations in the consumer marketplace. If, at the time a prize is redeemed or awarded, the actual prevailing retail purchase price for the prize is less than the approximate retail value stated by the Sponsor in point of sale, television and print advertising, promotion

materials, and/or in these Rules, the prize winner will not be entitled to a cheque or cash for the price difference. Prizes will be delivered to winners within 4 to 6 weeks of winner verification.

If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid Prize claims and/or conduct a random draw from amongst all eligible claimants to award the correct number of Prizes. In no event whatsoever will the Sponsor or any of the Released Parties be liable for more than the number, type and value of Prizes as stated in these Rules.

## **9. DECLARATION & RELEASE**

Before being declared as a confirmed prize winner, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and, where applicable, (b) sign and return the Sponsor's declaration and release form, confirming (among other things) their: (i) compliance with these Rules; (ii) acceptance of the applicable Prize; (iii) release of the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agreement to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to properly execute and return any required Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; (d) email or other correspondence between the Sponsor, or its representative, and the potential winner is not responded to or returned as undeliverable; and/or (e) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner in accordance with the applicable procedures as outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). Any forfeited or unclaimed prizes by March 31st, 2025 will not be awarded.

## **10. LIMITATION OF LIABILITY**

By entering this contest, each entrant accepts and agrees to these Rules and the decisions of the Sponsor, which shall be final in all matters. Each entrant further releases and holds harmless the Released Parties from any and all liability for any injuries, loss or damage of any kind arising from, or in connection with, the Contest or any Prize won and by accepting a prize, the winner(s) agree(s) to hold the Released Parties harmless against any and all claims and liability arising out of the acceptance, use, misuse or redemption of any prize or participation in the contest. The Released parties will not be liable for: (i) any failure of any website or any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information or materials whatsoever to be received, captured, recorded or function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or

resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

## **11. TERMINATION**

The Sponsor reserves the right, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever or any epidemic, pandemic, or any governmental or health authority orders. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever, including without limitation any of the causes contemplated in this paragraph. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

## **12. PRIVACY/USE OF PERSONAL INFORMATION**

The Sponsor respects your right to privacy. By participating in the Contest, you: (i) grant to the Sponsor the right to use your name, mailing address, telephone number, and e-mail address, alias or platform handle (as applicable) (“Personal Information”) for the purposes of administering this Contest and conducting publicity about this contest; (ii) grant to the Sponsor the right to use Personal Information for

publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledge that the Sponsor may disclose Personal Information to third-party service providers and agents of the Sponsor in connection with any of the activities listed in (i) and (ii) above. The Sponsor will only use the entrant’s Personal Information for identified purposes and only if consent is given at the time of entry to provide you with information regarding upcoming promotions/Contest of the Sponsor. Your consent may be withdrawn at any time. Should you withdraw your consent, your entry into this contest will be invalid.

## **13. LAW**

The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.

## **14. Contact**

For any questions regarding the Contest, please contact [marketing@aisle24.com](mailto:marketing@aisle24.com)