

## CONTEST RULES (“RULES”)

(Standard data rates apply to participants using mobile devices. Please contact your service provider for pricing and service plan information before participating.)

### 1. SPONSOR:

The “Parkway Power Up Photo Contest” (the “Contest”) is brought to you by **Aisle 24 Parkway Lofts** (“Sponsor”), located at **3451 Schmon Parkway, Thorold, ON, Canada**. The Sponsor is solely responsible for the administration of the Contest and for providing the Prize.

### 2. CONTEST PERIOD:

The Contest begins on **February 12, 2025, at 6:00 AM ET** and closes on **March 11, 2025, at 11:59 PM ET** (the “Contest Period”).

### 3. ELIGIBILITY:

The Contest is open only to residents of Canada (excluding Quebec) who have reached the legal age of majority in their province or territory of residence at the time of entry.

Employees, representatives, agents, officers, directors, and any persons living with or related to such individuals from the Sponsor or any party involved in the Contest’s development, administration, or fulfillment (collectively, the “Contest Parties”) are not eligible to participate.

### 4. HOW TO ENTER: NO PURCHASE NECESSARY.

To enter the Contest:

- **(a)** Visit **Parkway Aisle 24** during the Contest Period.
  - ☐. To be considered a valid visit, the contestant must have:
    - ☐. Downloaded the Aisle24 App on IOS or Google Play
    - ☐. Created a complete account.
      - ☐ In the event that an individual creates multiple accounts, their participation in the contest shall be deemed invalid, and they will be disqualified from the competition.
    - ☐. Used the Aisle 24 App to enter the store.
    - ☐. Those who enter the store without creating an account and using the Aisle 24 app are not considered as valid entries to the contest.
- **(b)** While at Aisle 24, take a photo of your favorite “power up” item.
- **(c)** Submit your photo as your Contest entry by posting on Instagram as a Post or Stories.
- **(d)** Take a screenshot as proof of entry in case they’re the selected winner.

Only one (1) Entry per person is permitted. In the event of multiple submissions by the same individual or use of multiple accounts, only the first eligible Entry will be considered, and any additional Entry(s) may result in disqualification.

Each Entry must be original, not previously used in any contest, and must not infringe any copyright or other intellectual property rights. Entries must be suitable for publication (i.e., must not be obscene, indecent, or otherwise offensive). The Sponsor reserves the right, at its sole discretion, to reject any Entry that does not comply with these Rules.

#### **5. ADDITIONAL ENTRY RULES:**

All Entries are subject to verification. The Sponsor reserves the right to request proof of identity and/or eligibility in a form acceptable to the Sponsor. Failure to provide such proof within the specified timeline may result in disqualification.

Entries will be deemed submitted on the date and time they are received by the Sponsor's designated entry system. The Sponsor is not responsible for any technical malfunctions or errors that may occur during the submission process. Any attempt to submit multiple Entries or to use any automated or fraudulent means to enter may result in immediate disqualification.

#### **6. POTENTIAL WINNER SELECTION:**

One (1) eligible entrant will be selected at random from among all eligible Entries submitted during the Contest Period. The random draw will take place on or around **March 15, 2025**, in Toronto Ontario, at approximately 10:00 AM ET. The Sponsor will make a reasonable effort to contact the potential winner within ten (10) business days following the draw. If the potential winner cannot be contacted, fails to respond, or is otherwise ineligible, the Sponsor reserves the right to select an alternate winner at its sole discretion.

#### **7. ODDS OF WINNING:**

The odds of winning depend on the total number of eligible Entries received during the Contest Period.

#### **8. PRIZES/APPROXIMATE RETAIL VALUES:**

There is one (1) Prize available:

- **One (1) Air Canada Gift Card valued at \$500 CAD** (the "Prize").

The Prize is non-transferable, non-assignable, and cannot be exchanged for cash except at the sole discretion of the Sponsor. No substitutions will be permitted except as determined by the Sponsor. The Prize must be accepted as awarded. The Sponsor is not responsible for any additional costs or taxes incurred by the winner.

Prizes will be delivered within 4 to 6 weeks of winner verification.

## **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 June 30, 2025, will not be awarded.

## **10. LIMITATION OF LIABILITY:**

By entering this Contest, each entrant agrees to be bound by these Rules and to accept the decisions of the Sponsor as final in all matters. Each entrant releases and holds harmless the Sponsor and all Contest Parties from any liability for any injuries, loss, or damage arising out of or in connection with this Contest or the acceptance or use of any Prize. The Sponsor shall not be responsible for any technical failures, delays, or other errors that may affect the submission or receipt of Entries.

This Contest is not sponsored, endorsed, or administered by Air Canada or any other third party. You are providing your information to the Sponsor and not to any other party.

**11. TERMINATION:**

The Sponsor reserves the right to cancel, amend, or suspend this Contest, or modify these Rules, at any time without prior notice due to circumstances beyond its control (including but not limited to technical errors, fraud, or any other issues affecting the Contest's integrity). In such cases, the Sponsor's decision shall be final and binding.

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

By participating in the Contest, you consent to the collection, use, and disclosure of your personal information by the Sponsor for the purposes of administering the Contest and for promotional purposes (which may include the publication of your name and/or your Entry). Personal information will be used only in accordance with applicable privacy laws. If you withdraw your consent, your Entry may be rendered invalid.

**13. GOVERNING LAW:**

These Rules and the Contest shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. Any disputes arising out of or related to the Contest shall be subject to the exclusive jurisdiction of the Ontario courts.