

**CAA SOUTH CENTRAL ONTARIO
CAA'S MEMBER APPRECIATION CONTEST AT 42nd STREET – CONTEST RULES**

CONTEST PERIOD AND ELIGIBILITY

1. The CAA Member Appreciation Contest at 42nd Street ("**Contest**") sponsored by CAA Club Group (operating as CAA South Central Ontario) ("**CAA**") is open 9:00:01 a.m. EST on Tuesday November 7, 2023 and ending at 11:59:59 p.m. EST on Sunday November 26, 2023 ("**Contest Period**") to persons who reside within the club territory of CAA South Central Ontario, and have reached the age of majority in the Province of Ontario (18 years of age) as of the date of entry for the Contest with the following exceptions: employees and retirees of CAA and its affiliates, partners, suppliers, representatives, agents, advertising and promotional agencies, the independent contest agency if any, and the household members and Immediate Family of any of the above are not eligible to participate in the Contest. For the purpose of these Contest Rules, "**Immediate Family**" means spouse, mother, father, brother, sister, son or daughter, whether or not they reside in the same household.

HOW TO ENTER

2. **NO PURCHASE NECESSARY.** To enter the Contest, visit the website located at www.caasco.com/42street during the Contest Period, and submit your entry form by following the instructions provided.
3. Please note that an email address is required to complete the entry ballot; however, the email address will not be used for marketing purposes without the entrant's consent.
4. Only one (1) entry per person and per household. For online, proof of sending is not proof of receipt. Entries that are incomplete, late, lost, and/or irregular in any way or sent by an unauthorized method are automatically void and will not be eligible or accepted. Entries will only be accepted as described herein and will not be accepted by any other means.
5. By entering the Contest, entrants agree to be bound by these Contest Rules and all decisions of CAA, which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

THE PRIZES

6. Fifty-five (55) prizes are available to be won consisting of the following:

Two (2) tickets valued at approximately \$356 CAD to see one (1) performance of 42nd Street at the Princess of Wales Theatre, 300 King St W, Toronto, Ontario M5V 1J2 on Tuesday, December 12, 2023 at 8:00 p.m. EST (date and time is subject to change), followed by an exclusive post-show reception with a "meet and greet" with selected members of the cast.

(individually a "**Prize**", collectively the "**Prizes**")

7. The Prizes must be accepted as awarded, and may not be assigned, transferred, substituted, exchanged, refunded or redeemed for cash value. CAA reserves the right to substitute a Prize with

an item of equivalent or greater retail value in the event that a Prize is unavailable due to circumstances beyond CAA's control. Prizes include delivery within approximately one to two weeks. Any costs or expenses associated with the Prizes not specified herein will be the responsibility of Winners (as defined below).

THE DRAWS

8. Fifty-five (55) winners ("**Winner(s)**") will be selected by random draw from all eligible entries received during the Contest Period. The decision will be made by CAA on Tuesday November 28, 2023 at 2:00 p.m. EST at its head office located at 60 Commerce Valley Drive East, Thornhill, Ontario.
9. The odds of winning a Prize will depend on the number of eligible entries received during the Contest Period.

WINNER CONFIRMATION AND PRIZE CLAIM CONDITIONS

10. CAA will attempt to notify the selected entrants by telephone and email at the contact information provided at the time of entry, and are subject to verification by CAA and/or its designated representatives, in their sole discretion. No communication or correspondence will be entered into, except with selected entrants.
11. To be confirmed a Winner, the selected entrant must:
 - (a) confirm compliance with these Contest Rules;
 - (b) accept the Prize as awarded;
 - (c) correctly answer a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, and within the time prescribed; and
 - (d) sign and return a Declaration of Compliance and Release of Liability and Publicity, in the form requested by CAA, within three (3) business days from the date of delivery thereof, if requested by CAA and/or its designated representatives.
12. The mathematical skill-testing question will be administered by email and should be returned to CAA South Central Ontario in the form requested by CAA and or its designated representatives.
13. If the selected entrant cannot be contacted by telephone personally and without leaving a message within three (3) business days of the first attempt to contact him/her and after a minimum of three (3) attempts, or fails to be confirmed as a Winner within the time prescribed, he/she will be disqualified and will not receive any Prize, and at CAA's discretion another eligible entry will be selected from the remaining eligible entries received, who will be subject to disqualification in the same manner. The initial selected winner will have no recourse towards CAA or anyone involved in the Contest.

RIGHT TO DISQUALIFY / TERMINATE / SUSPEND / MODIFY

14. CAA may, at its sole discretion, terminate, disqualify or withdraw any Contest entry without liability and without notice to the entrant. CAA reserves the right, in its sole discretion, to terminate, cancel,

modify or suspend this Contest or these Contest Rules for any reason including should a virus, bug, unauthorized human intervention or other cause beyond the reasonable control of CAA corrupt or affect the security, integrity, fairness, or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is illegal, and should such an attempt be made, CAA reserves the right to seek remedies and damages to the fullest extent permitted by law, including, where appropriate, criminal prosecution. Entries are subject to verification and will be declared invalid and disqualified if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

LIMITATION OF LIABILITY AND RELEASES

15. BY ENTERING THE CONTEST, ENTRANTS AGREE TO RELEASE CAA AND ITS AFFILIATED COMPANIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, SPONSORS, ADMINISTRATORS, REPRESENTATIVES AND AGENTS, INCLUDING BUT NOT LIMITED TO CAA'S ADVERTISING AND PROMOTIONAL AGENCIES (THE "RELEASEES") FROM ANY AND ALL LIABILITY CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: (a) PARTICIPATION IN THE CONTEST, (b) ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR (c) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.
16. Refusal by an entrant to accept the Prize or any part of the Prize releases and forever discharges CAA and its agents from all obligations related to the Prize, including delivery.
17. CAA assumes no responsibility for entries which are late, lost, stolen, damaged, illegible, incomplete, misdirected, postage due, destroyed or delayed. CAA assumes no responsibility for any failure of any Contest website or computer systems during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any entry including an online entry to be received by CAA on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's property (including computer) related to or resulting from participating in, or downloading any material in relation to the Contest.
18. CAA's suppliers are independent third parties over which CAA does not exercise any control. CAA is not responsible for the acts or omissions of these suppliers, nor does it assume any responsibility for any claims, losses, damages, costs, expenses, delays or loss of enjoyment to the Winner.

PRIVACY/PUBLICITY

19. CAA and its designated representatives will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest, prize fulfillment and for any purpose required or permitted by law. CAA may, from time to time, upon consent of the entrant (if required by law), use the personal information provided in connection with this Contest to (i) contact selected entrants for the purpose of notifying him/her, (ii) contact entrants directly regarding products and services provided by CAA and its affiliates, and (iii) research the effectiveness of websites and the marketing, advertising and sales efforts of CAA and its affiliates. Please see CAA's Privacy Policy at www.caasco.com/privacy for more information.

20. By participating in this Contest, entrants consent and confirm they have obtained informed written or verbal consent from their guest(s) (where the guest is under the age of 18, from my guest's parent or legal guardian), that by accepting the prize and/or participating in this event, we consent to CAA's use (without obligation) of my and/or my guests' name, city of residence, voices, photographs, videos, images or likenesses in any publicity or advertisements carried out by or on behalf of CAA in connection with this Contest, without any further payment or consideration.

GENERAL RULES

21. This Contest is subject to all applicable federal, provincial, and municipal laws and shall be governed by the laws of Ontario. All entries become the property of CAA and none will be returned. Online entries must be made by the original, manual keystrokes of the individual entrant. Use of mechanical assistance, form filling software, or robotic assistance is prohibited. Only one (1) entrant's name may appear on the entry form.
22. In the event of a dispute as to the identity of a selected entrant based on an e-mail address, the winning entry will be deemed to have been made by the Authorized Account Holder of the e-mail address at the time of entry. The "**Authorized Account Holder**" is the natural person who is assigned an e-mail address by an internet service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the e-mail address in question.
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