

2024 Kingston Household Travel Survey Prize Draw

OFFICIAL CONTEST RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. SPONSOR: The 2024 Kingston Household Travel Survey Prize Draw (the “Contest”) is sponsored by R.A. Malatest and Associates Ltd., 706 – 1243 Islington Ave Etobicoke, Ontario M8X 1Y9 (the “Sponsor”).

2. ELIGIBILITY: This Contest is open to legal residents of Canada, excluding Quebec, who have reached the age of majority in their province or territory of residence at the time of entry, with the exception of employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household.

By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor's sole discretion.

3. CONTEST DATES AND TIMES: The Contest begins on September 16, 2024 at 8:30 am EST and ends on 5:30 pm EST on December 30 2024 (the “Contest End Date”) after which time the Contest will be closed and no further entries shall be accepted.

4. HOW TO ENTER: You can enter by completing a survey and entering your complete contact information (first and last name, telephone number or email address) before the Contest End Date. Your contact information will only be used for this Contest. For this Contest receipt of an Internet entry occurs when Sponsor's server records the entry information. All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. Limit one entry per person.

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Entrants grant Sponsor a non-exclusive license to use all entries for any purpose. No correspondence will be entered into except with selected entrants. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry.

5. CONTEST PRIZES: There are a total of 61 prizes available to be won consisting of: (i) 60 x \$25 e-gift cards and (ii) 1 x \$500 cash prize.

All prizes are subject to availability, determined in the sole direction of the Sponsor. Sponsors will not replace any lost, misdirected or stolen prizes. The winners are solely responsible for all federal, provincial, state, and/or local income taxes, sales tax, gift taxes, surcharges, service charges, processing and handling fees, and all other costs or expenses incurred in claiming a prize. All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. Prizes must be accepted as awarded and have no cash value. Prizes or any portion thereof cannot be combined with other discounts, promotions or special offers. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at time of award.

6. NO PURCHASE NECESSARY: Individuals who do not want, or are ineligible, to complete the survey at kingstonmoves.ca may still enter the prize draw. Individuals are required to send a letter with their first and last name, telephone number and/or email address to the address below. The information provided will be used only to communicate with the winners of the prize draw. All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. Mail entries must arrive by 5:30 p.m. on the final date of eligibility to be included in the prize draw. Limit of one entry per person.

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706 – 1243 Islington Ave
Etobicoke, Ontario M8X 1Y9

7. ODDS OF WINNING: The odds of winning depend on the number of eligible entries received before the Contest End Date.

8. SKILL TESTING QUESTION: Selected Entrants will be required, as a condition to winning a prize, to correctly answer, without assistance of any kind, the Sponsor's time-limited, mathematical skill-testing question.

9. WINNER SELECTION AND CONFIRMATION: On January 5 2025 at 8:30 am EST, at 706 – 1243 Islington Ave Etobicoke, Ontario M8X 1Y9 (“Draw Date”) an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries and select the potential winners (the “Selected Entrants”). Selected Entrants will be deemed a winner if they meet all of the eligibility criteria set out in these Contest Rules.

If a Selected Entrant does not meet the eligibility criteria, they will be disqualified and will not receive a prize and another entrant will be selected by way of a random draw from the remaining eligible entries. Before being declared a winner, a Selected Entrant will be required to: (i) correctly answer the Sponsor's skill-testing question; (ii) sign and return the Sponsor's Declaration of Eligibility and Liability/Publicity

Release form (“Winner Release”); and (iii) comply with all other Contest Rules, all in the sole discretion of Sponsor.

All prizes must be awarded to legal residents of Canada, excluding Quebec, who have reached the age of majority in their province or territory of residence at the time of entry. If an individual under the age of majority is selected to win a prize, a legal parent or guardian must accept the prize on the minor's behalf. A Guardian Release will need to be signed before the prize can be awarded.

10. RELEASE AND INDEMNIFICATION: The winners must sign the Sponsor's Winner Release to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the “Released Parties”) from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of the Entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of the Prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize and the use of the Entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any travel related thereto and the use of the Entry by

Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer “hackers” or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

11. OTHER CONDITIONS: The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

Law: The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal, and local laws. This Contest shall be governed exclusively by the laws of the province of Ontario including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Toronto, Ontario.

Rule amendments: The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel, or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

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