



**CAFE TO**  
**WIN A \$150 Gift Card To Your Favourite Yonge North York BIA Patio**  
**Official Contest Rules**  
("Contest Rules")

**NO PURCHASE NECESSARY.** The **WIN A \$150 Gift Card To Your Favourite Yonge North York BIA Patio** Contest (the "Contest") is governed by the Contest Rules. By entering the Contest, each entrant agrees to the Contest Rules, including all eligibility requirements. The Contest is subject to all federal, provincial and local laws and regulations, and is void where prohibited by law.

**1. Who Can Enter.** The Contest is open to any Canadian citizen or permanent resident of Canada residing in the Greater Toronto Area (excluding, without limitation, any resident of the Province of Québec) who has reached the age of majority in the Province of Ontario. Individuals associated with the Contest, including employees of Yonge North York BIA and its Board of Management (the "Contest Partners") and business members and occupants of the Business Improvement Area known as "Yonge North York BIA", and any of their subsidiaries and affiliated entities, and each of their respective directors, officers, employees, agents, representatives, promotional and marketing agencies, and any member of the immediate families of any of the foregoing and other individuals with whom any of the foregoing are domiciled, are not eligible to participate in the Contest.

**2. Contest Period.** The Contest begins on **May 17th at 9:00 a.m.** (EST) and closes on **September 27th, 2024 at 9:59 p.m.** (EST) (the "Contest Period").

**3. How to Enter.** During the Contest Period, the entrant will enter the Contest by posting a selfie photo taken at participating BIA locations patio and post it on their public Instagram Account and will make certain to #yongenorthyork and like @yongenorthyork on Instagram. (the "Site") By posting the photograph and #yongenorthyork and liking @yongenorthyork on your public Instagram Account becomes the required Entry Form (the "Official Entry Form"). In the event of a dispute as to who completed the Official Entry Form to enter the Contest as the entrant, the authorized account holder of the Instagram Account used on the Official Entry Form will be deemed to be the entrant and must comply with these Official Rules. Any person who posts multiple photographs, #yongenorthyork and likes @yongenorthyork on their public Instagram Account at different participating exhibit locations will be permitted as Bonus Entry Forms.

**4. Contest Prizes.** There will be one (1) prize available to be won. Each prize (a "Prize", and collectively, the "Prizes") will consist of a \$150 Gift Card to the local Yonge North York BIA Patio of your choice. The restaurant selected must operate within the Yonge North York BIA district. For Yonge North York BIA patios participating, refer to our map at [www.yongenorthyork.com/patios/](http://www.yongenorthyork.com/patios/). The Prize has an approximate value of \$150.00 (C\$150.00). Odds of winning will depend on the number of eligible Official Photo Entry

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Forms received in accordance with these Contest Rules. Each Prize must be picked up in person. Arrangements will be finalized with our contest coordinator. Failure to pick up the Prize will result in the entrant being disqualified from the Contest. Prizes must be accepted as awarded. No substitutions, cash equivalents or redemptions will be made. Prizes may not be sold, bartered, transferred or assigned, and is non-refundable. Prizes are not convertible to cash. Any unused or unclaimed portion of Prizes will be forfeited and have no cash value. The Contest Partners make no warranties, express or implied, as to the condition, fitness or merchantability of the Prizes, and do not assume any liability for lost, damaged or misdirected Prizes. Yonge North York BIA reserves the right to substitute the Prize, in whole or in part, with a prize or price component of equal or greater value of the prize or prize component cannot be awarded for any reason.

**5. How to Win.** All eligible Official Photo Entry Forms will be entered into a random draw on **or about October 2nd, 2024** from which one entrant will be drawn and be eligible to be the winner (each a "Selected Entrant"). Yonge North York BIA will attempt to contact the Selected Entrant within three business days of the contest draw (the "Contact Date"), in person, by Instagram Direct Message at Yonge North York BIA's sole discretion, using the information provided by that Selected Entrant in their Official Photo Entry Form. Proof of identification must be provided by the Selected Entrant upon Yonge North York BIA's request. In order to be declared as a winner in the Contest (each a "Winner"), a Selected Entrant must: (a) have complied with and remain in compliance with the Contest Rules; (b) correctly answer, without assistance of any kind, a time-limited, mathematical, skill-testing question; and (c) complete and return to Yonge North York BIA within seven days of receipt, a standard declaration, indemnity and release form (the "Release") executed by the Selected Entrant, confirming understanding and compliance with the Contest Rules and acceptance of the Prize as awarded, and providing a release in a form satisfactory to Yonge North York BIA, releasing the Contest Partners and their respective entities, of all liability arising out of the Contest, including without limitation, the selection of any Winner, the administration of the Contest and the acceptance or the use of the Prize as awarded. If a Selected Entrant cannot be reached by the Contact Date for any reason, including, but not limited to, the fact that a Selected Entrant did not provide a functioning instagram account, e-mail address or valid telephone number, or if that Selected Entrant is unable to answer the skill-testing question or does not meet all of the Contest conditions, the Contest Sponsors, in their sole discretion, may conduct another draw where one Official Entry Form will be drawn at random from among all remaining eligible Official Photo Entry Forms received in accordance with the Contest Rules. Yonge North York BIA will attempt to contact the new Selected Entrant within three business days of the time at which such Selected Entrant was selected, by email or telephone, and subject to the same conditions as set out in the Contest Rules. No communication will be entered into except with the Selected Entrants.

**6. Consent and License.** By entering the Contest, each Winner, consents to the use of his or her name, city of residence, photograph, statements and/or likeness, without additional compensation or permission, except where prohibited by law, in any publicity or advertising

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in any medium throughout the world in perpetuity carried by or on behalf of Contest Partners and/or their agencies and affiliates or agents.

**7. General.** (a) All Official Photo Entry Forms become the property of Yonge North York BIA. (b) Any Official Photo Entry Form that is incomplete, illegible, damaged or irregular, or that contains false information is invalid. (c) Yonge North York BIA reserves the right, in its sole discretion, to terminate, close, suspend, reinstate or amend in whole or in part, the Contest at any time without prior notice for any reason whatsoever. (d) By entering the Contest, each entrant agrees to abide by the Contest Rules, which are subject to change without notice to Contest entrants individually and which changes shall be posted at this webpage. (e) Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (each a "Third Party Service"), the Contest is in no way sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to Yonge North York BIA and not to any Third Party Service. (f) By entering the Contest, each entrant automatically releases each of the Releasees (as defined in Section 8) and any other person or entity associated in any way with the Contest from any and all liability arising in any manner out of the Contest, including without limitation, the selection of any Winner, the administration of the Contest and the acceptance or the use of any or all of the Prize as awarded. (g) All decisions by Yonge North York BIA with respect to all aspects of the Contest shall be final and binding in all respects. All entrants agree to abide by all the instructions and decisions of Yonge North York BIA. In the event of any dispute regarding the interpretation of the Contest Rules or any decision rendered by Yonge North York BIA, the decision or interpretation of Yonge North York BIA shall prevail. (h) Any attempt to tamper with the entry process, to interfere with the Contest or the Contest Rules, to deliberately damage any website or to undermine the administration, security or legitimate operation of the Contest, may be a violation of criminal and civil laws and the Contest Partners reserve the right to seek damages or other relief or both from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests by the Contest Partners. (i) The Releasees are not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The Releasees are not responsible for any liability for damage to any computer system resulting from participation in or accessing the Site, entering the Contest or downloading information in connection with the Contest. (j) The Contest Partners do not assume responsibility of any nature whatsoever in cases where the inability to hold the Contest results from any event beyond the reasonable control of Contest Partners, including without limitation, any act of God, any strike, lock-out or other labour conflict, war, act of terror, or should a virus, worm, bug or other cause beyond the reasonable control of the Contest Partners corrupt the security, data integrity, or proper administration of the Contest.

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**8. No Liability of Releasees.** (a) None of the Contest Partners, their affiliated entities or their respective associates, directors, officers, employees, agents, successors and assigns, as well as any Third Party Service, (collectively, the "Releasees") are responsible for any negligence, claims, costs, liability, injury up to and including death, property loss or other damage to entrants or the Winners arising from or in connection with the acceptance, redemption or use/misuse of any Prize or participation in the Contest. Each Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Contest or use or redemption of the Prize including, without limitation, any illness, allergic reaction or any other adverse condition. (b) The Releasees shall not be responsible for Official Entry Forms not received or not considered eligible due to incomplete, inaccurate, unclear or indecipherable information, failed or interrupted network connections or other mechanical or technical problems, however caused, (including a system or - 4 - technical malfunction). The Releasees shall have no liability for lost, stolen, delayed, damaged or misdirected Official Survey Entry Forms, or for any failure, interruption, delay, error or omission of the Site or Yonge North York BIA websites or features on such websites during the Contest, for any problems related to such websites or the Site, including mechanical or technical malfunction of, or damage to, any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, for failure of any email to be received, or registration or enrolment to be processed, by Yonge North York BIA for any reason, for damage to an entrant's or any other person's computer, or for breaches of privacy for any reason beyond the control of the Releasees, including interference by third party computer "hackers".

**9. Privacy.** By submitting personal information on the Official Photo Entry Form, each entrant consents to Yonge North York BIA collecting, using, storing and disclosing their personal information for the purpose of administering the Contest and for the purposes as described in Yonge North York BIA's privacy policy. Any entrant may access and obtain a copy of their personal information upon written request to Yonge North York BIA's Privacy Officer at [hello@yongenorthyork.com](mailto:hello@yongenorthyork.com). Personal information submitted in the Official Photo Entry Forms becomes the property of Yonge North York BIA. An entrant's personal information may be disclosed (a) to a third party in accordance with the Contest Rules, with the entrant's consent or as otherwise permitted or required by law and (b) to any interested party, such as a Releasee, in accordance with the release contained in the Contest Rules or any executed Release or other documentation executed in accordance with the Contest Rules.

**10. Governing Law and Dispute Resolution.** The Contest is subject to all applicable federal, provincial and municipal laws and is void outside Canada or where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules, or the rights and obligations of entrants and the Contest Sponsors in connection with the Contest, governed by, and construed in accordance with, the laws 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. Each entrant agrees that any and all

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disputes, claims, and causes of action arising out of, or connected with, the Contest or any Prize awarded, will be resolved individually, without resort to any form of class action, and exclusively by the courts of the Province of Ontario.

**11. Severability.** If any provision of these Contest Rules or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contest Rules, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of the Contest Rules shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of the Contest Rules.

**12. Winners.** For a list of Winners (as applicable) please send a self addressed stamped envelope requesting the winner's name on or before **October 31st, 2024** to Yonge North York BIA, 4711 Yonge Street, 10th Floor, Toronto, ON M2N 6K8, Attn: Domenic Imbesi, Marketing & Economic Development Manager.