

Safe Quiet Lakes

Patio Heater Contest Official Rules - 2024

1. GENERAL

The Safe Quiet Lakes Fall Drive (the “Contest”) is run by Safe Quiet Lakes (the “Sponsor”). For the purposes of the Contest, the “Contest Group” is composed of the Sponsor, together with each of their suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and their respective officers, directors, employees, agents, and other representatives.

2. CONTEST PERIOD

The Contest opens on August 24, 2024 at 12:01 am Eastern Daylight Time (EDT) and ends on Nov 1, 2024 at 11:59 pm Eastern Daylight Time (EDT).

3. ELIGIBILITY

- a. To be eligible for this Contest, an individual must be a legal resident of Canada who is over the legal age of majority in his/her jurisdiction of residence at the time of entry. Employees, representatives and agents of Contest Sponsor, Prize Supplier(s), and each of their respective affiliates, subsidiaries, related entities, advertising and promotional agencies, and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “Contest Parties”), and the household members (whether related or not) and/or the immediate family members of any of the Contest Parties, are not eligible to participate in the Contest. For the purpose of these Rules, “immediate family members” means husband, wife, spouse, common law spouse, mother, father, grandmother, grandfather, brother, sister, son and/or daughter, whether or not they reside in the same household.
- b. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Contest Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification of the applicable entrant in the sole and absolute discretion of the Contest Sponsor. All personal and other information requested by and supplied to the Contest Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry or entrant in its and their sole discretion, should any Entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

4. PRIZES

There is one (1) prize available to be won (the “Prizes”). The Prizes consist of the following:

1. One Grand Prize (1) Crown Verity Patio Heater from Crown Verity valued at \$675.00

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Contest Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted except at Contest Sponsor’s option; (iii) the costs of everything not expressly and specifically stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner; (iv) if the confirmed winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Contest Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Contest Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and/or (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Contest Sponsor’s sole discretion, a cash award; and (vi) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part. Additional Prize conditions, if any, provided by the Prize Supplier are included below in Schedule “A” to these Rules.

The Grand Prize winner must be able to pick up the Patio Heater in Port Carling, Ontario

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Prize. No compensation whatsoever will be provided to the confirmed winner or any other person or entity in the event of such delay, cancellation or other event contemplated herein.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Contest Sponsor or any of the other Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

5. HOW TO ENTER

There are two (2) ways to earn an Entry or Entries (each, an “Entry” and collectively, the “Entries”) in the Contest as follows:

- a. One (1) Entry is given to each donor for each donation valuing \$50, a \$100 donation will receive Two (2) entries up to twenty (20) entries for a \$1000.00 donation including one-time donations,

monthly donations using the fundraising tool processed during the Contest Period. There is a maximum of twenty (20) entries for donation entry.

- b. **No Registration, Fundraising or Donation Necessary:** There is no purchase necessary to participate in the Contest. To obtain an Entry or Entries in the Contest without completing a Registration and/or without fundraising or making a donation, print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with 50 word or more unique and original essay (the "Essay") on the importance of safe recreational boating education to: donate@safequiet.ca (the "Request"). Upon receipt of a valid Request submitted and received in accordance with these Rules, you will be eligible to receive one (1) Entry in the Contest per unique and original Essay per envelope with sufficient Canadian postage. To be eligible, any Request you submit must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received prior to the Draw Date (as defined in these Rules).

6. DRAW and RELEASE

a. On Friday Nov 8th, in Toronto, Ontario, at approximately 10:00 a.m. ET, one (1) eligible entrant will be selected by random draw from all eligible entries received during the Contest Period. The odds of winning depend on the number of eligible entries received.

b. The confirmed winner(s) will be required to execute a legal agreement and release ("Release") that confirms winner's:

- eligibility for the Contest and compliance with these Rules;
- acceptance of the Prize as offered.
- release of the Contest Sponsor and all of the other Released Parties from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize or any portion thereof, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and
- grant to the Contest Sponsor and the Prize Suppliers of the unrestricted right, in the Contest Sponsor's individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the winner's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.

The executed Release must be returned within five (5) business days of the verification as a winner or the selected potential winner may, in the sole discretion of the Contest Sponsor, be disqualified and the Prize be forfeited.

7. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in their sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the Prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

8. GENERAL CONDITIONS

Winning a prize is contingent on fulfilling all the requirements set forth herein. Decisions of Sponsor and/or any independent contest judging organization will be final and binding on all matters pertaining to this Contest. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Contest Rules is determined to be invalid or otherwise unenforceable, then the Official Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Sponsor reserves the right at its sole discretion to disqualify any entrant who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Website, violates the Official Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE CONTEST GROUP HAS NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM A PRIZE, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED. FURTHER BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT CONTEST GROUP HAS NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) 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.

Without limiting the foregoing, the Contest Group shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.