

## FALL INTO MASSACHUSETTS CONTEST - RULES

THE FALL INTO MASSACHUSETTS CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

**1. ELIGIBILITY.** To be eligible for this Contest, an individual must:

- (a) be a legal resident of and the age of majority in the province of Ontario; and
- (b) be legally able to travel to the United States and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.

Employees of Shaw Television Limited Partnership (“**Shaw**”) and Massachusetts Office of Travel and Tourism (collectively, the “**Sponsors**”), VOX International, and each of their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, any person who has been confirmed as a winner of two (2) Shaw administered contests within three (3) months preceding the Contest start date indicated below and/or the household members of any of the above are not eligible to enter.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2. CONTEST PERIOD.** The Contest begins at 5:30 p.m. Eastern Daylight Time (“**EDT**”) on Friday, September 26, 2014 and ends at 11:59 p.m. EDT on Sunday, October 5, 2014 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

**3. HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest. To enter online, complete and submit the entry form located at [www.globalnews.ca](http://www.globalnews.ca) (the “**Contest Website**”). No entries will be accepted by any other means.
- (b) Limit of one (1) entry per person, per day during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- (c) All entries become the sole property of the Sponsors and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or

correspondence will be exchanged with entrants except with those selected for the prize.

- (d) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide the Sponsors with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

#### 4. PRIZE.

- (a) There is one (1) prize (the "**Prize**") available to be won by the Prize winner (the "**Winner**") consisting of a trip for two (2) to Boston, Massachusetts which shall include:
  - (i) round-trip economy airfare for the Winner and his/her guest (the "**Guest**") leaving together from the same gateway, on the same itinerary, from Toronto, ON (Billy Bishop Toronto City Airport), to Boston, MA (the "**Destination**");
  - (ii) three (3) nights hotel accommodation to be selected by Sponsors in their sole discretion for the Winner and Guest based on double occupancy; and
  - (iii) two (2) passes to the Skywalk Observatory;
  - (iv) two (2) Boston GO cards;
  - (v) two (2) passes to the Museum of Fine Art;
  - (vi) two (2) passes to the Boston Duck Tours; and
  - (vii) dinner for two (2) at the Omni Parker House.
- (b) The Prize has an approximate value of two thousand nine hundred Canadian dollars (CDN \$2,900.00).
- (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) Sponsors and/or Sponsors' representatives will contact the Winner to coordinate the provision of the Prize within five (5) business days after the Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- (e) Winner and Guest must be available to travel and participate in the Prize before September 30, 2015. The Prize is valid for three (3) consecutive nights of travel between any Thursday – Sunday night prior to this deadline. Some blackout dates may apply. All bookings are subject to availability at time of booking. Should a Winner be unable to travel and/or participate on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner. Winner and Guest will be responsible for transportation to and from originating airport, transportation in the Destination, travel and medical insurance, travel documentation, airport improvement fees, bag check fees,

taxes, gratuities, telephone calls, in-room charges and any other expense not explicitly included in the Prize. Winner may be required to present a valid major credit card upon check-in to cover any expenses over and above the standard room charge.

- (f) Guest must be of the age of majority or older in their province or territory of residence, comply with the Contest Rules and sign and return the Release (described below).
- (g) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (h) The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

## **5. WINNER SELECTION.**

One (1) Winner shall be selected as follows:

- (a) On or about Monday, October 6, 2014 in Toronto, Ontario, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (b) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN MONDAY, OCTOBER 6, 2014 AT 6:00 P.M. EDT AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

## **6. RELEASE.** Winner and Guest will be required to execute a legal agreement and release ("Release") that confirms Winner's and Guest's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators,

licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, 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 therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors’ collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner’s and Guest’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 two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

7. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
8. **LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by 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 administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsors are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Website.
9. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify

any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Shaw Media Inc. property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winner and Guest must at all times behave appropriately when taking part in the Prize and observe the Contest Rules and any other rules or regulations in force at the hotel and/or any other Prize-related location. The Sponsors reserve the right to remove the Winner and/or Guest from the hotel and/or any other prize-related location if they break such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest.

**10. PRIVACY / USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, age range, telephone number and e-mail address (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) By opting-in online you consent to Shaw’s disclosure of your Personal Information to Massachusetts Office of Travel and Tourism so that you may receive e-mails about news, product information and special offers from the Massachusetts Office of Travel and Tourism.
- (c) Massachusetts Office of Travel and Tourism will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with the Massachusetts Office of Travel and Tourism Privacy Policy at: <http://www.massvacation.com/privacy/>.
- (d) Shaw will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with Shaw’s Privacy Policy at: [www.shawmedia.ca/privacy.asp](http://www.shawmedia.ca/privacy.asp).

**11. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited. SHAW MEDIA is a trade-mark of Shaw Cablesystems G.P., used under licence.

**12. TERMINATION.** Sponsors reserve the right, in their sole discretion, to terminate the Contest, in

whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

13. **LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
14. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.