# **Sweepstakes Rules**

NO PURCHASE IS NECESSARY TO ENTER. YOUR CHANCES OF WINNING DO NOT INCREASE WITH A PURCHASE.

The Reading Basket Giveaway (the "Sweepstakes") is presented and administrated by the SDG Library in accordance with the following rules, and is governed by the laws of Canada.

### 1. Eligibility

The Sweepstakes is open to residents of Stormont, Dundas, and Glengarry at the time of entering the Sweepstakes (individually "entrant" and collectively "entrants").

SDG Library employees and their family members, Board Trustees, the prize supplier, any advertising/promotion agencies involved with the Giveaway and the Giveaway judges, and those with whom the foregoing individuals reside, are not eligible to participate in this Sweepstakes.

### 2. Sweepstakes Period

The Sweepstakes starts at 12:01 p.m. on Tuesday, October 17, 2023 and continues until 12:01 p.m. on Tuesday, October 24, 2023 (the "Sweepstakes Closing Date"). All times are Eastern Standard Times.

#### 3. How to Enter

Like and tag two people in the Giveaway Facebook post for one (1) entry. Include why you love your library in the comment for one additional entry (1). This must be completed by the Sweepstakes Closing Date.

Limit of two (2) entries per person. No purchase necessary. Any attempt or suspected attempt to enter the Sweepstakes in a fashion not authorized by these rules shall be deemed to be tampering and will void all of your entries. Entries that are late, lost, stolen, false, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of these Sweepstakes rules will be void. Only entries submitted as instructed and received by the Library will be considered. Proof of entry transmission shall not constitute proof of receipt. The sole determinant of time for valid entry in this Sweepstakes will be the Sweepstakes server machine(s).

#### 4. Prize

Entrants are eligible to win one Reading Prize Pack (estimated prize retail value: \$80 CDN). Any costs or expenses incurred by the winner in claiming or using their prize not specifically described as part of the prize are the sole responsibility of the winner.

The Sweepstakes prize may not be exactly as advertised. The approximate retail value indicated above for the prize is the approximate retail value of the prize at the launch of the Sweepstakes. No financial compensation will be made or required if the actual prize value is lower than the prize value quoted in these rules.

#### 5. Draw

A random draw from all eligible entries received will be made by a representative of the SDG Library at a time during regular business hours on Wednesday, October 25, 2023. The selected entrant will be contacted via social media using the official SDG Library account.

#### 6. Confirmation of Winner

The selected entrant will be disqualified and required to forfeit any claim on a Sweepstakes prize if he or she cannot be reached within five (5) business days following the first attempt of contact; or if the terms set forth in these Sweepstakes rules are not adhered to. If the selected entrant cannot be reached within five (5) business days following the first attempt of contact, or there is a return of any notification as undeliverable, then the selected entrant will be disqualified and an alternate eligible entrant will be randomly selected from among the remaining eligible entries. This process will be repeated until one (1) selected eligible entrant has been successfully contacted in accordance with these Sweepstakes rules, or there are no more remaining eligible entries. Once the selected entrant responds to the notification that he or she has been selected to receive the prize, the selected entrant must claim the Sweepstakes prize at their choice of SDG Library Branch within thirty (30) business days.

#### 7. Determination of Winner

To be declared winner, the selected entrant must: (a) be in full compliance with these Sweepstakes rules.

# 8. Acceptance of Prize

The prize must be accepted as awarded and is not transferable, redeemable, refundable or exchangeable for cash and not replaceable if lost/stolen. The SDG Library reserves the right to substitute a prize, in whole or in part, with a prize of at least equal value in the event of the unavailability, for whatever reason, of the advertised prize.

# 9. Rulings

Decisions and rulings of the SDG Library and/or its representatives, including any independent agency mandated by the SDG Library for the purpose of the draw, are final and binding without appeal in all matters related to this Sweepstakes and the awarding of the prize, including, without limitation, any decisions regarding the eligibility/disqualifications of entrants and/or entries.

#### 10. Odds of Winning

Odds of winning depend on the number of eligible entries received.

## 11. Release of Liability / Consent to Publicity

By accepting the Sweepstakes prize, the winner: (a) confirms compliance with these Sweepstakes rules; (b) acknowledges that the prize is not transferable and must be accepted as awarded or otherwise except where stated; (c) consents to the use of his/her name, entry, voice, statements, or photographs and/or other likeness for publicity, advertising or informational purposes in any medium or format carried out by the SDG Library and/or advertising/news agencies regarding the Sweepstakes or the prize, without further notice or compensation; and (d) releases the SDG Library, its affiliates, advertising and promotional agencies, the suppliers of materials or services related to the Sweepstakes, and all of their respective employees and agents (collectively the "Releasees") from and against all liability in connection with the Sweepstakes and/or the awarding and/or use of the Sweepstakes prize.

### 12. Limitation of Liability

The Releasees do not assume any responsibility and each entrant agrees to release, indemnify, defend and hold harmless the Releasees from any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of or in connection with the entrant's participation or attempted participation in the Sweepstakes and the Sweepstakes prize, including, without limitation: the administration of the Sweepstakes; the selection and confirmation of the Sweepstakes winner; the arranging, awarding and use the Sweepstakes prize; the printing or advertising of the Sweepstakes; telephone, electronic, hardware or software program, network, internet or computer malfunctions, failures or difficulties; any injuries, losses or damages of any kind whatsoever caused by the Sweepstakes prize or resulting from the acceptance, possession or use of the Sweepstakes prize, or from participation in the Sweepstakes; and any printing or typographical errors in any materials associated with the Sweepstakes.

### 13. Sweepstakes Rules and Applicable Laws

The Sweepstakes will be run in accordance with these Sweepstakes rules, which shall be subject to amendment by the SDG Library without notice or liability to you. Entrants must comply with these Sweepstakes rules and will be deemed to have received and understood these rules by participating in the Sweepstakes. The terms of the Sweepstakes, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. This Sweepstakes is subject to all applicable federal, provincial and municipal laws and regulations. All entries submitted become the property of the SDG Library, which assumes no responsibility for lost, delayed, incomplete or misdirected entry.

### 14. Privacy

The SDG Library is collecting personal data about entrants for the purpose of administering this Sweepstakes, and is bound by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 and the Public Libraries Act, R.S.O. 1990, c. P.44, as amended. Personal information provided by entrants, such as their name, postal code, and email addresses, will not be sold or shared with any third party. This information is treated as confidential and will be used only for the purposes of the Sweepstakes. All personally identifiable information collected during the entrant's participation in the Sweepstakes will be collected and used by the SDG Library for the proper administration and fulfillment of the Sweepstakes, as described in these rules.

#### 15. Cancel and Amend

The SDG Library reserves the right to cancel, modify, or suspend this Sweepstakes or to amend the Sweepstakes rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Sweepstakes is not capable of running as originally planned, for example as a result of tampering, security breach, or other cause beyond the SDG Library's reasonable control, the SDG Library reserves the right to cancel or suspend the Sweepstakes and/or conduct a random draw from all previously received eligible entries.

### 16. Prize Provided "As Is"

Except as expressly warranted herein, the Sweepstakes prize is provided "as is" without further warranty of any kind.

#### 17. Conduct

The SDG Library reserves the right, in its sole and absolute discretion, to disqualify without notice any entrant that it finds to be: (a) violating the Sweepstakes rules; (b) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) attempting to undermine the legitimate operation of the Sweepstakes. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Sweepstakes may be a violation of criminal and/or civil laws. Should any such attempt be made, the SDG Library reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and to ban or disqualify an entrant from this Sweepstakes and any future Sweepstakes.

# 18. Identity of Entrant

If a dispute arises regarding the identity of any entrant, the entry will be deemed to have been submitted by the account holder of the social media account provided at the time of entry provided the name of the account holder corresponds to the name on the social media. A selected entrant may be required to provide proof that he or she is the account holder of the social media account associated with the selected entry. If the name of the

account holder does not accord with the full name on the social media account, the entry may be disqualified at the SDG Library's sole and absolute discretion.

### 19. Intellectual Property

All intellectual property, including, without limitation, all trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Library. 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.

By entering the Sweepstakes, entrants represent and warrant that their entries and any other content that they submit for the purposes of the Sweepstakes constitute original material that they have the right to use and/or material in the public domain that does not infringe the intellectual property or other proprietary or legal rights of any third party in any way. By entering the Sweepstakes, entrants agree to and do release, discharge, hold harmless and defend the Library from any and all damages arising from: (a) the entrant's use, misuse, or possession of any material or content belonging to or infringing the rights of any third party; (b) the entrant's acceptance, use, misuse, or possession of the Sweepstakes prize; and (c) the Library's use of the winner's name, email address or likeness.

All entries related to the Sweepstakes become the sole property of the Library and will not be returned. Submission of any entry and participation by an entrant in the Sweepstakes grants the Library the right to publish, use, adapt, edit, and/or modify such entry in any manner, in commerce and in any and all media, without limitation, and without the payment of consideration to the entrant.

# 20. Language of Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of these Sweepstakes rules and disclosures or other statements contained in any Sweepstakes-related materials, including, but not limited to, print or online advertising, the terms and conditions of these Sweepstakes rules shall prevail, govern and control.