

ROYAL ONTARIO MUSEUM

2023-24 ROM Death Exhibition Contest

Official Rules

I. ELIGIBILITY

The Royal Ontario Museum's "ROM Death Exhibition Contest" (the "**Contest**") is open to all legal residents of Ontario, Canada. All entrants must be 18 years of age or older at the time of entry in order to be eligible to enter the Contest. Employees, volunteers, prize suppliers and all other suppliers of the Royal Ontario Museum (the "**ROM**"), and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) or persons living in the same household of such individuals, whether or not related, are ineligible to win any prize offered by the Contest. This Contest is void where prohibited by law.

II. HOW TO ENTER

No purchase necessary. You may enter the Contest between 12:00:01 a.m. Eastern Time ("**ET**") on December 26, 2023, and 11:59:59 p.m. ET on April 7, 2024 (the "**Contest Period**"). To enter the Contest, visit <https://www.rom.on.ca/en/exhibitions-galleries/exhibitions/death-lifes-greatest-mystery/contest> and follow all entry instructions to complete the Contest Entry Form in its entirety, and submit (the "**Entry**"). Before being declared the winner, a Selected Entrant will be required to answer correctly, without assistance, a mathematical, skill-testing question (as defined in Section IV).

Limit one (1) Entry per person or email address. The ROM is not obliged to correspond with any entrant. Entries submitted by any means other than those described above, or not received during the Contest Period, will not be accepted and are not eligible. The ROM reserves the right to disqualify Entries not fulfilling any aspect of these Official Rules, or Entries submitted by ineligible persons, as solely determined by the ROM.

III. PRIZES

Contest will have 1 Grand Prize, consisting of:

- A *Death: Life's Greatest Mystery* themed prize back from ROM Boutique
- A 1-year ROM Membership.

The one-year ROM Family Membership must be accepted as awarded and cannot be exchanged, transferred, substituted, or redeemed for cash value. Should an active ROM Member be selected as the winner, the ROM Family Membership will begin once the current Membership expires.

The approximate value of the Grand Prize is \$1,000 CDN.

The winner assumes 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 the Prize. The Prize or any portion thereof cannot be combined with other discounts, promotions, or special offers. Any unused portions of the Prize will be forfeited. The ROM reserves the right to substitute an alternate prize of equal or greater value if the Prize is unavailable at time of award.

IV. **WINNER SELECTION**

The winner will be randomly selected by the ROM on April 8, 2024. All decisions of the ROM are final and binding and not subject to appeal or audit.

If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive the Prize and another Selected Entrant will be randomly selected by the ROM from the remaining eligible Entries. Before being declared the winner, a Selected Entrant will be required to: (i) answer correctly, without assistance, a mathematical, skill-testing question (ii) sign and return, within five (5) business days of receipt, the ROM's **[Declaration of Eligibility and Liability/Publicity Release]** form; and (iii) comply with all other Contest Rules, all in the sole discretion of the ROM.

The ROM reserves the right to choose not to award the Prize where no Entry meeting the eligibility requirements is received.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the Entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the email account associated with the Entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the selected Entry.

V. **CONTACTING SELECTED ENTRANT**

The Selected Entrants will be notified by email within two (2) weeks of the end of the Contest Period. The ROM will make up to three (3) attempts to contact the Selected Entrant. In the event that a Selected Entrant is not eligible or cannot be contacted within two (2) weeks of the end of the Contest Period, he/she shall be disqualified, and the ROM shall have the right to select an alternate Selected Entrant in accordance with these Official Rules, without any liability or responsibility to the disqualified entrant(s). For greater certainty, the ROM is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the ROM to receive a Selected Entrant's response.

VI. **ODDS OF WINNING**

The odds of winning depend on the number of eligible Entries received during the Contest Period.

VII. **PRIVACY**

Personal information collected in connection with the Contest will be used for the purposes of administering the Contest, including contacting potential winners and otherwise in accordance with the Privacy Policy of the ROM (<http://www.rom.on.ca/en/privacy-policy>).

VIII. SPONSORS' RESERVATION OF RIGHTS

The ROM reserves the right, in its sole discretion and without advanced notice, to modify, cancel, suspend, or terminate the Contest, without prior notice. Without limiting the foregoing, the ROM reserves the right to modify or amend these Official Rules, for any reason, including, without limitation, if due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, delay or failure in running the Contest, or any other causes beyond the control of the Royal Ontario Museum that affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest is not capable of running as planned.

IX. GRANT OF RIGHTS

By entering the Contest, each entrant agrees to release and hold harmless the Released Parties (as defined in Section X) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relates in any way to the Contest.

By entering and participating in the Contest, the Grand Prize winner, consents to the use of her/his/their name, address (city of Ontario) and photographs/videos of the Grand Prize winner without further remuneration, in connection with any publicity relating to the Contest, carried out by or on behalf of the ROM, in any manner whatsoever including, without limitation, print, broadcast, the internet and social media.

X. DISCLAIMER AND RELEASE

Participation in this Contest constitutes an agreement by each entrant to comply with all terms, provisions and conditions of these Official Rules and/or the ROM, which are final and binding (and not subject to appeal or audit) in all matters relating to the Contest. The ROM reserves the right to disqualify entrants found tampering with or otherwise abusing or not complying with any aspect of this Contest or these Official Rules as solely determined by the ROM.

By entering the Contest and/or accepting, using or participating in any Contest prize or benefit, each entrant releases the ROM their advertising agencies, agents, directors, officers, employees, volunteers, parent companies, representatives, and partners (the "**Released Parties**") from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession or use of, or participation in, any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light). The ROM disclaims any liability for:

1. any error, omission, interruption, deletion, defect, delay or failure in the transmission of Entries or the operation of the Contest;
2. 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;
3. any theft, destruction or unauthorized access to or alteration of Entries;

4. any problems or technical malfunctions of any computer hardware, software, networks, lines, online systems, providers or servers associated with or used for the Contest, whether originating from entrants, the ROM or others;
5. failure of any Entry to be received by the Entry deadline on account of traffic congestion or technical problems on the Internet or at any website, or any combination thereof;
6. any incomplete, inaccurate, illegible, garbled, ineffective, misdirected or misrouted Entries;
7. any injury or damage to any computer related to or resulting from participation in or downloading any materials for this Contest;
8. any disputes, claims, damages, fees, costs, injuries or damages associated with or involving the use of, or participation in, any prize; or
9. any delay, postponement, suspension or termination of the Contest.

XI. **SPONSOR**

The Contest is sponsored by the ROM.

XII. **GOVERNING LAWS**

This Contest is subject to the laws of the Province of Ontario and the federal laws of Canada applicable therein.

If you have any questions about the Contest, please contact ROM Promotions, at promotions@rom.on.ca.

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