

**ROYAL ONTARIO MUSEUM (ROM)**  
**2022 ROM Immortal Membership Contest**  
**Official Rules**

**1. CONTEST PERIOD**

The ROM Immortal Membership Contest (the "Contest") begins at 12:00:01 am Eastern Time ("ET") on November 28, 2022 and closes at 11:59:59 pm ET on Friday, March 31, 2023 (the "Contest Period"). By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules and all decisions of Royal Ontario Museum ("ROM", or the "Sponsor"), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

**2. ELIGIBILITY**

Automatic entry in the Contest is open to all of the following types of named Royal Ontario Museum ("ROM") Member cardholders whose membership is active and in good standing as of 11:59:59 p.m. ET on Friday, March 31, 2023 (the end of the Contest Period: Individual, Dual, Dual+Friend, Family, Curators' Circle, Director's Circle, Young Patrons Circle, Discovery Circle, and Royal Patron Circle.

All entrants must be legal residents of Ontario, Canada and must be 18 years of age or older at the time of contest to be eligible to enter Contest. ROM employees, volunteers, and suppliers 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 enter or win prize

**3. HOW TO ENTER**

**No purchase necessary.** To be eligible to automatically receive one (1) entry into the Contest, your ROM membership must be active and in good standing at 11:59:59 p.m. ET on Friday, March 31, 2023. If a member does not want to be automatically entered into the Contest, send an email to [membership@rom.on.ca](mailto:membership@rom.on.ca) with "ROM Immortal Membership Contest: DO NOT WISH TO PARTICIPATE" as the subject and Sponsor will remove any entry you would have otherwise been eligible to earn in this Contest.

To enter the Contest without making a purchase, email a 500-word original essay on the concept of immortality and how you, personally, will live on in what you leave behind. Email the submission in the body of the email along with your, name, address and telephone number during the Contest Period to [membership@rom.on.ca](mailto:membership@rom.on.ca) with the subject line "ROM Immortal Membership Contest". ROM is not obligated to correspond with any entrant.

Limit of one entry per person, regardless of method of entry. Multiple entries from the same address will be disqualified.

#### **4. PRIZES**

There are five (5) grand prizes available to be won, each consisting of: one (1) ROM Immortal Membership (each a "Prize"). ROM Immortal Membership gives unlimited lifetime access for one (1) named Member, one (1) Guest and up to four children (17 years and under). ROM Immortal Membership is entitled to all core benefits of ROM membership.

The approximate retail value of each Prize is \$11,700 (based on sample 30-year lifetime x two (2) lifetimes at current family membership pricing). Prize is valid for the period of two lifetimes. Prize may be transferred from the original winner upon their death to their chosen heir. The chosen heir may not pass on the membership to their successor. Prize must be willed upon death of winner to another individual.

Prize must be accepted as awarded and is not transferable or convertible to cash. No substitutions except at ROM's option. ROM reserves the right to substitute a prize or a prize component with one of equal or greater value, including without limitation, but solely in ROM's discretion, a cash award if the Prize is unavailable at time of award. The winners assume 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. Prizes will only be awarded to the person who is the named cardholder on the account. Any other costs or expenses associated with the Prize not specified herein will be the responsibility of selected winners.

#### **5. DRAW, ODDS AND WINNER SELECTION**

On April 25, 2023 in Toronto, Ontario at approximately 10 am ET (the "Draw Date"), five (5) eligible entrants will be selected by random draw from all eligible entries. Odds of being selected depend on the number of eligible entries received during the Contest Period.

Selected entrants will be notified by email at the telephone number or email address provided at the time of entry within two weeks of Draw Date. ROM will make up to three (3) attempts to contact each selected entrant. In order to be declared a winner, selected entrants must: (i) respond to notification of selection within one business day of first attempt by Sponsor; (ii) correctly answer a time-limited mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise; (iii) sign and return to Sponsor, within three (3) business days of it being sent by Sponsor, a written declaration and release form, releasing ROM, its affiliated companies and agents, advertising and promotion agencies, the Contest judges and each of their respective officers, directors, agents, representatives, successors and assigns ("Released Parties") from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize, as well as granting ROM the right to use the selected entrant's name, address and likeness in any form of advertising relating to the Contest (the "Release"); and, (iv) otherwise comply with these Official Rules.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within three (3) business days of first attempt by Sponsor or Sponsor's agent, failure to provide proof of eligibility (if requested), Release, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-

compliance with these Official Rules may result in disqualification, forfeiture of the Prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited Prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

## **7. 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 ROM (<http://www.rom.on.ca/en/privacy-policy>).

## **8. RIGHT TO VOID/TERMINATE/SUSPEND/MODIFY**

ROM reserves the right, in its sole discretion and without advanced notice, to modify, cancel, suspend or terminate the Contest, without prior notice in whole or in part, at any time and without notice or obligation if, in ROM's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the foregoing, 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 ROM that affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest is not capable of running as planned. ROM reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

## **9. DISCLAIMER AND RELEASE**

By entering the Contest and/or accepting, using or participating in any Contest prize or benefit, each entrant releases 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). Without limiting the foregoing, the Released Parties disclaim 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, 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.

#### **10. GENERAL CONDITIONS**

Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO 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.**

If you have any questions about the Contest, please contact ROM Membership, at [membership@rom.on.ca](mailto:membership@rom.on.ca).

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