

## ROYAL ONTARIO MUSEUM

### 2021-22 ROM Great Whales Contest

#### Official Rules

##### I. ELIGIBILITY

The Royal Ontario Museum's "ROM Great Whales 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 Maxxim Vacations and Newfoundland and Labrador Tourism (collectively the "**Prize Providers**"), 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 July 23, 2021, and 11:59:59 p.m. ET on May 1, 2022 (the "**Contest Period**"). To enter the Contest, visit [www.rom.on.ca/winatrip](http://www.rom.on.ca/winatrip) 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:

The Grand Prize winner will receive (i) one (1) round-trip ticket in Economy Class for travel to Newfoundland and Labrador for each of two (2) persons (one of whom must be an adult), courtesy of Newfoundland and Labrador Tourism (via Air Canada or West Jet), plus (ii) a Newfoundland and Labrador land travel itinerary, provided by Maxxim Vacations, for the Grand Prize winner and the winner's travel companion that includes:

- 8 nights' accommodation at select hotels and inns(double occupancy for two (2) persons sharing one (1) room);
- 8-day full size car rental with unlimited kilometres
- City tour of St. John's
- Seaside lunch at Lighthouse Picnics in Ferryland
- Afternoon Kitchen Party in Calvert

- Scenic Boat Tours in Bay Bulls, Trinity and Twillingate
- Admission to The Rooms (Provincial Museum, Art Gallery and Archives) in St. John's
- Admission to select museums and Historic Sites

Daily Itinerary:

Day 1 – St. John's

Day 2 – St. John's

Day 3 – Port Rexton

Day 4 – Port Rexton

Day 5 – Twillingate

Day 6 – Twillingate

Day 7 – St. John's

Day 8 – St. John's

\*Breakfast is included each morning, along with a picnic lunch in Ferryland. Vouchers also included for three evening meals (one at each of the accommodations in St. John's, Port Rexton and Twillingate).

The Grand Prize is valid for travel taken between June 1, 2022, and September 30, 2022.

If the travel companion selected by the Grand Prize winner is not an adult, the Grand Prize winner must also provide evidence to the Sponsor, in content and form acceptable to the Sponsor, that the non-adult travel companion has proper authority from her/his parent/legal guardian to accompany the Grand Prize winner on the trip. Both the Grand Prize winner and her/his travel companion must depart from and return to the same Canadian airport, served by the airline (Air Canada or West Jet).

The Grand Prize must be accepted as awarded. It may not be sold, transferred and is not convertible to cash. The Contest Sponsor reserves the right to substitute the Grand Prize, in whole or in part, in the event that all or any component of the Grand Prize is unavailable. No change in travel arrangements can be made by the Grand Prize winner once the booking has been confirmed.

Details of Air Travel

Terms and conditions:

Winner must be a legal resident of Canada and must have reached the age of majority in Canada.

Winner must not be an employee, a representative, or an agent of the airline and their subsidiaries and affiliates, media partners, advertising and promotional agencies.

Winner must not be a member of the immediate family (parents, children, siblings, and spouse, regardless of where they are domiciled) of any of the aforementioned and persons with whom any of the aforementioned are domiciled.

Travel permitted only on regularly scheduled flights operated by the airline.

All travel must be completed in 2022 between June 1 and September 30.

No changes permitted to reservations once date of travel is confirmed.

Travel does not qualify for airline mileage accumulation for any frequent flyer program.

The prize winner is responsible for: The Grand Prize winner is responsible for all fuel, insurance, surcharges, fees, and other applicable charges with a credit card at time of booking. The Grand Prize winner and their travelling companion are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation; ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point as the Grand Prize originates and terminates there, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations. Use of the airfare tickets are subject to airline's general conditions of carriage publicly available at airline's website.

All applicable fees (such as airport/departure taxes, security charges or third-party fees, taxes, or charges) are included.

Prize cannot be sold, converted into cash, are non-transferable and will not be refunded if unused. Prize must be accepted as awarded and no substitutions, changes or extensions are permitted.

The use of upgrade certificates is not permitted for flights.

Promotional pass recipients may be held liable to the airline for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets.

Travel, space, and accommodation reservations will be accepted and made based on space availability and may be subject to blackout dates.

#### Other Terms and Conditions:

The Grand Prize winner and her/his travel companion are also solely responsible for all costs incurred traveling to and from the Canadian airport served by airline carrier closest to the Grand Prize winner's residence in order to fly to and from St. John's, NL.

It is the sole responsibility of the Grand Prize winner and her/his travel companion to obtain all necessary travel documentation including passports and visas if applicable and to comply with any customs and immigration requirements. The Grand Prize winner and her/his travel companion must be able to travel at the times and dates as determined by the Sponsor in its sole

discretion failing which the Grand Prize will be forfeited. It is recommended that the Grand Prize winner and her/his travel companion obtain sufficient personal insurance prior to departure.

The Prize Providers shall not be responsible for any delay, postponement, suspension, seasonal or discontinued service, rescheduling or cancellation, for any reason, of any flight(s). No Grand Prize winner will be compensated in the event of such delay, cancellation, suspension, discontinuance, or rescheduling.

**The approximate value of the Grand Prize is \$7,000 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 May 2, 2022. 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, and the Grand Prize winner's travel companion, consents to the use of her/his/their name, address (city of Ontario) and photographs/videos of the Grand Prize winner and the Grand Prize winner's travel companion, without further remuneration, in connection with any publicity relating to the Contest, carried out by or on behalf of the ROM and Prize Providers, 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 and the Prize Providers 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](mailto:promotions@rom.on.ca).**

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