

**CONTEST RULES**  
**(the “Official Rules”)**

**BT SOCIAL MAGICAL GIVEAWAY**  
**(the “Contest”)**

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have read, understood, and agreed to be bound by these Official Rules.

**1. WHO ARE THE SPONSORS?**

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or affiliates (“**Rogers**”), on behalf of Breakfast Television Toronto (the “**Station**”).

The following is a prize provider solely with respect to the Vacation Package as described in Section 8 below: The Walt Disney Company (Canada) Ltd. (“**Prize Provider**”).

Rogers and any co-sponsors of the Contest are referred to collectively or individually as the “**Sponsors**”.

This Contest is in no way sponsored, endorsed, administered by or associated with any third-party social media or social networking service or site (each a “**Third Party Service**”), including but not limited to Facebook, Instagram and/or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

**2. WHO IS ELIGIBLE TO ENTER?**

To be eligible to enter this Contest, an individual must:

- (a) be a legal resident of Canada (excluding residents of Quebec) who has reached the age of majority in their province or territory of residence as of the date of entry.
- (b) be the sole owner of all right, title and interest (including copyright) in and to the Entry Material (as defined below) submitted in connection with the Contest.
- (c) be legally able to travel to the United States of America and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.

Employees, officers, directors, agents, and representatives of the Sponsors, Prize Provider or any of their respective parents, subsidiaries or affiliates, any prize suppliers, any and all other companies associated with the Contest, a household member of any of the individuals listed above, whether or not related or members of the immediate family (spouse, parent, child, sibling) of the individuals listed above are not eligible to enter.

**3. WHEN DOES THE CONTEST START/END?**

You may enter the Contest between 7:00 a.m. on January 30, 2023 and 11:59am on February 9, 2023 (the “**Entry Period**”) after which time the Contest will be closed and no other entries shall be accepted. All times referenced in these Official Rules are ET.

**4. HOW DO I ENTER THE CONTEST?**

No purchase is necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.

To enter the Contest, log into your Instagram account during the Entry Period (note: must be a valid, public account, ensure “Private Account” is set to ‘Off’). Navigate to Breakfast Television’s Instagram account and click on the pinned Contest Post. Follow @BreakfastTelevision, ‘like’ the post, and in the comments share who you’d bring on the Vacation Package with you.

OR

(b) Send an email to [feedback@breakfasttelevision.ca](mailto:feedback@breakfasttelevision.ca) during the Entry Period with your name, address, phone number, email address, age, and Contest name.

## 5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one entry per person/Instagram account. By way of illustration, if two or more otherwise eligible individuals share a single account, only one of them may enter the Contest; and, if an eligible individual has multiple accounts, they may only enter the Contest once in respect of only one of those accounts. Anyone found to be using multiple accounts to participate will be disqualified.

In the case of multiple entries into a contest with defined entry limitations, only the first eligible entry will be considered.

## 6. COULD MY ENTRY BE REFUSED OR REJECTED?

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (d) your entry is not in compliance with these Official Rules.

The Sponsors reserve the right to refuse any entry for any other reason as they may determine.

## 7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that: (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the “**Entry Material**”) is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Rogers as it deems appropriate;
- (d) you grant to the Sponsors the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;

- (e) you waive all claims of moral rights in any use of your Entry Material by Rogers pursuant to the rights granted in these Official Rules; and
- (f) you waive and forever discharge the Sponsors, and Prize Provider, their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services (collectively, the “**Releasees**”), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, including participating in travel or any activity related to the prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

## 8. WHAT IS THE CONTEST PRIZE?

There is one (1) prize (the “**Vacation Package**”) available to be won in the Contest, consisting of a 5-night/6-day vacation for the Winner and up to three (3) guests (each a “**Guest**”; collectively “**Guests**”; and, together with the Winner, the “**Group**”) to the *Walt Disney World* Resort in Florida. The Vacation Package will consist of the following:

- Up to four (4) round trip coach airfares between the major gateway airport closest to the Winner’s residence in Canada (the “**Departure Airport**”) and the Orlando International Airport (the “**Arrival Airport**”) in Orlando, FL (with possible layovers) on a Disney-selected carrier;
- Voucher(s) for round trip local ground transportation service for up to four (4) passengers between the Orlando International Airport and the *Walt Disney World* Resort (ground transfers to be selected by Disney in its discretion);
- Room accommodations consisting of one (1) standard room (with a maximum of four (4) persons per room) for five (5) consecutive nights at a *Walt Disney World* Resort Hotel (location/category at the discretion of Disney), based on availability;
- Up to four (4) 6-Day Theme Park Tickets with *Park Hopper* Plus Option; and
- One (1) Disney Gift Card in the amount of six hundred U.S. dollars (USD\$600.00) for the Winner, subject to restrictions.

*Please note:*

Items not included as part of the Vacation Package, which are the responsibility of the Winner, include: meals; hotel room service; laundry service; spa treatments; nursery charges; alcoholic beverages; merchandise and souvenirs; transportation between Winner’s home and Departure Airport; airline baggage fees; parking fees; local and long distance telephone calls; incidental expenses; tips and gratuities; travel and medical insurance; service charges or taxes; and all other costs and expenses not otherwise mentioned herein.

The Vacation Package is valued at approximately **twelve thousand, eight hundred thirty-one dollars and seventy-one cents** (CDN \$12,831.71). The actual value of the Vacation Package may vary depending on point of departure, seasonal fluctuations of hotel rates and airfares, and fluctuations in the currency exchange rates for U.S. Dollars. Any difference between the approximate retail value and the actual cost of the Vacation Package will not be awarded.

## 9. ARE THERE ANY PRIZE CONDITIONS?

All prize particulars will be determined by the Sponsors in their sole discretion. In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- (a) **Vacation Package is to be taken between April 10, 2023 and October 10, 2023.** Departure date and accommodations are subject to availability; certain restrictions and block-out dates may apply.
- (b) Vacation Package fulfillment is subject to certain restrictions and is subject to air travel availability and hotel availability at the *Walt Disney World* Resort. Certain travel and lodging restrictions apply including airline carrier's regulations and conditions. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades.
- (c) Vacation Package is for the Winner of the Contest and up to three (3) Guests of the Winner's choosing. The Group must travel together on the same itinerary and air transportation must be round-trip from/to the same Departure Airport/Arrival Airport as chosen by Prize Provider.
- (d) Vacation Package and Vacation Package components may not be sold, traded, transferred, refunded, commissioned, redeemed for cash or rescheduled to dates other than as set forth above.
- (e) Any damaged, expired, lost or stolen airline tickets, theme park tickets, gift cards, or travel vouchers will not be replaced. Gift cards are not redeemable or exchangeable for cash (except as required by law) and are subject to all terms and conditions of use as established by issuer.
- (f) Winner and their Guests are responsible for having valid travel documents including government-issued identification and/or passports, as applicable.
- (g) Guests under the legal age of majority must be accompanied by a parent/legal guardian who must be at least the legal age of majority in their province or territory of residence and both will be deemed Guests of the Winner (unless the Winner is the Guest's parent or legal guardian). Once selected by Winner, Guests cannot be changed without the express consent of Prize Provider, which may be withheld for any reason.
- (h) The actual retail value of the Vacation Package may vary depending on point of departure and fluctuations of rates and airfares. If the actual value of the Vacation Package is less than the approximate value stated above, the difference will not be awarded.
- (i) Theme parks, attractions and other offerings are subject to availability, closures, change or cancellation without notice or liability. Park admission, offerings and ticket options are not guaranteed.
- (j) To visit the theme parks, theme park reservations via the Disney Park Pass system (<https://disneyworld.disney.go.com/experience-updates/park-reservations/>) AND valid admission are required for the same theme park on the same date for each person in the group ages 3 and up. Reservations are subject to availability and are not guaranteed until a reservation is finalized. A park reservation must be made for each day of entry.
- (k) The *Park Hopper* Option includes same-day admission to more than one theme park on each day of your ticket. You must make a park reservation via the Disney Park Pass system for the first theme park you plan to visit. After entering that first theme park, you will be able to visit the next theme park starting at 2:00 PM until each theme park's regularly scheduled closure. The ability to visit a theme park is subject to the theme park's capacity limitations. At this time, a park reservation is not required after the first theme park, however, reservation requires are subject to the change.
- (l) The *Park Hopper* Plus Option includes a certain number of visits to a water park or other *Walt Disney World* fun. Water parks subject to rehabilitation, seasonal and weather closures. Tee times are required for Disney's Oak Trail Golf Course and are subject to availability. FootGolf is available every Tuesday, Wednesday, Saturday and Sunday during select afternoon hours, subject to availability. Miniature golf valid for one round. Round must start prior to 4:00 PM. Only one miniature golf visit per day. ESPN Wide World of Sports admission valid only on event days; some events require an additional admission charge; there are no events on certain days; days and hours of operation of concessions, venues and attractions vary. Visit [www.espnwwos.com](http://www.espnwwos.com) for more information.
- (m) An inherent risk of exposure to COVID-19 exists in any public place where people are present. By accepting and using the Vacation Package and visiting the *Walt Disney World* Resort, the Winner and Guests voluntarily assume all risks related in any way to exposure to COVID-19, and any other communicable or infectious disease. The Winner and Gests must comply with all theme park rules and regulations, including any public health restrictions. Failure to do so may result in forfeiture of such portion(s) of the Vacation Package. Disney reserves the right to remove or deny entry to the Winner and/or any of the Guests who do not comply with any health restrictions imposed by any government,

or Disney. The Winner and Guests are also responsible for understanding and complying with any COVID-19 travel restrictions. Before visiting, each Guest should visit <https://disneyworld.disney.go.com/experience-updates/> to view important information about park reservations, limitations on benefits, features, experiences and offerings, safety measures and other information.

- (n) Officers, directors, and employees (and members of their household or immediate family, i.e., parents, children, spouse, siblings, grandparents, the “steps” of each and persons residing in such immediate family members' household) of Sponsor, Prize Provider, their respective parent, related, affiliated and subsidiary companies, their advertising, promotion and web design agencies, all other entities involved in the creation, administration, or fulfillment of the Contest and their respective successors and assigns are not eligible to enter or win.
- (o) The Winner and Guests will be required to execute a liability/publicity/COVID-19 release and waiver form prior to booking of any travel. The Winner and Guests may be required to execute and return, where legal, publicity releases, which must be returned with the verification documents requested of Winner. Failure to return the executed releases within the specified time period will result in forfeiture of the Vacation Package.
- (p) The Winner will not receive compensation for any component(s) of the Vacation Package (including, without limitation, theme park tickets) that any participant(s) is unable to use for any reason, and such unused portion(s) of the Vacation Package will be forfeited. If the Winner chooses to bring less than the allotted number of Guests, the Vacation Package will be awarded in increments suitable for the actual number of Guest(s) with no substitute prize or compensation provided to the Winner.
- (q) The Winner may not charge any Guest for participating in the Vacation Package. The Vacation Package is awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Sponsor or Prize Provider.
- (r) Prize Provider, its parent, related, affiliated, and subsidiary companies and each of their respective officers, directors, agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the Vacation Package, the receipt, use and/or enjoyment of the Vacation Package, any prize related activity and/or the Promotion. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest promotional materials and the terms and conditions of the official rules, the official rules shall prevail and govern.
- (s) Any and all disputes, claims and causes of action arising out of or connected solely with the Prize shall be governed and construed in accordance with the laws of the state of Florida, and in the event of any dispute, Winner and their Guest(s) irrevocably consent to the jurisdiction of the state and federal courts located in Orange County, Florida to resolve such disputes.
- (t) Federal, provincial, state and local taxes relating to the prize are the responsibility of the Winner.

## 10. ARE THERE ANY COVID-19 CONSIDERATIONS?

In addition to any conditions provided elsewhere in these Official Rules, your entry in this Contest and any prize awarded may be subject to the following conditions:

- (a) you agree to comply with all applicable orders, directives, guidelines, COVID-19 procedures, COVID-19 related bylaws, and public health and safety regulations issued by federal, provincial and municipal authorities. Such guidelines and bylaws include without limitation, vaccination, quarantine, requirements related to hand sanitation, self-isolation, social and physical distancing, and use of face coverings as may be applicable.
- (b) as may be applicable, potential winner and any guest(s) of the winner, may be required to complete and pass a COVID-19 questionnaire, provide proof of full vaccination (Covid-19 vaccine series at to be completed at least 14 days before prize fulfillment) and provide proof COVID-19 testing result(s) (i.e. PCR or Antigen).

## 11. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?

On February 9<sup>th</sup>, 2023 at approximately 12pm ET in Toronto, Ontario, Rogers will conduct a random draw from all eligible entries received. Ten (10) entrants will be randomly selected as finalists and notified via direct message on Instagram. Breakfast Television will call one finalist on the morning of February 10<sup>th</sup>, 2023, to tell them they've won.

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 Official 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.

## 12. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

Before being declared a winner, a potential winner must:

- (a) correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) be in compliance with these Official Rules;
- (c) sign and return, within any designated time period, a release of liability and consent to publicity form (the "**Release Form**") and any other documentation as reasonably required. If the potential winner is a minor, their parent or legal guardian must sign and return the Release Form. The Sponsors may require winner's guest(s) to sign and return, within any designated time period, a Release Form and any other documentation as reasonably required, as a pre-condition to participation in the prize. In the event any guest is a minor, the parent or legal guardian of the guest will be required to sign and return such paperwork on behalf of the minor guest; and
- (d) at the request of the Sponsors, provide proof of identification to confirm eligibility or to claim a prize, or provide proof that they are the authorized account holder of any account associated with the selected entry.

## 13. WHAT ARE THE ODDS OF WINNING A PRIZE?

The odds of winning depend on the number of eligible entries received.

## 14. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised. If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

## 15. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest. By accepting a prize you:

- (a) grant to the Sponsors the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;
- (b) agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the "**Publicity Material**") may be used by the Sponsors or their licensees, successors, or assigns (collectively, the "**Publicity Parties**") in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity

Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;

- (c) acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
- (d) waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

## **16. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?**

By entering the Contest, you consent to Rogers' collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at [www.rogers.com/web/content/Commitment-to-Privacy](http://www.rogers.com/web/content/Commitment-to-Privacy) (the "**Rogers Privacy Policy**"), for purposes of administering the Contest as described in these Official Rules.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, "**Commercial Communications**") from the Sponsors or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law;
- (b) you elect to receive Commercial Communications from a party other than Rogers;
- (c) to coordinate the fulfillment or provision of the prize with the Prize Provider; and/or
- (d) if you have been asked to sign and return a Release Form or other documentation in accordance with the terms of these Official Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability.

## **ROGERS' DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY'S PRIVACY POLICY AND PRACTICES.**

Notwithstanding the foregoing, by entering the Contest, the entrant selected as the Winner of the Vacation Package is deemed to have expressly consented to the disclosure of their personal information to Prize Provider for the limited purpose of Prize Provider administering and coordinating distribution of the Vacation Package in accordance with The Walt Disney Company's Privacy Policy available at <https://privacy.thewaltdisneycompany.com/en/>.

## **17. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?**

The Releasees assume no liability for the following:

- (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- (b) any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- (d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;

- (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- (g) anyone being incorrectly or mistakenly identified as a winner or potential winner; and/or
- (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

Without limiting any of the foregoing, The Walt Disney Company (Canada) Ltd. is merely the prize provider of the Vacation Package for the Contest, and neither it nor its parent, subsidiaries or affiliates are in any way responsible for the administration, execution or management of the Contest.

#### **18. WHAT LAWS APPLY TO THE CONTEST?**

The Contest is subject to applicable federal, provincial and municipal laws and regulations. Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.

#### **19. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?**

The Sponsors reserve the right, in their sole discretion, to cancel, modify, or suspend the Contest or amend these Official Rules at any time, for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required.

You may not amend these Official Rules in any way.

#### **20. COULD THE SPONSORS DISQUALIFY OR BAN SOMEONE FROM A CONTEST?**

The Sponsors reserve the right, in their sole discretion, to disqualify any entrant from the Contest, or prevent any entrant from future participation in a contest, that has:

- (a) resold or attempted to resell a prize, in whole or in part;
- (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest and/or the Contest Website;
- (c) provided false or misleading information;
- (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; and/or
- (e) otherwise violated these Official Rules.

#### **21. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?**

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

#### **22. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?**

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.