

THE BIKE & WIN CONTEST (“CONTEST”)
OFFICIAL CONTEST RULES (“RULES”)
Open to residents of Canada

THE “BIKE & WIN CONTEST” IS INTENDED TO BE CONDUCTED IN CANADA (EXCLUDING THE PROVINCE OF QUEBEC) AND IS SUBJECT TO ALL APPLICABLE FEDERAL AND PROVINCIAL LAWS APPLICABLE THEREIN. BY ENTERING THIS CONTEST, YOU (THE ENTRANT) ACCEPT AND AGREE TO BE BOUND BY THESE OFFICIAL RULES. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. THE INFORMATION YOU PROVIDE MUST BE TRUTHFUL, COMPLETE, AND IN NO WAY MISLEADING AND WILL ONLY BE USED TO ADMINISTER THE CONTEST IN ACCORDANCE WITH THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND PRIVACY POLICY LOCATED AT [HTTP://WWW.NORTHUMBERLANDCOUNTY.CA/EN/PRIVACY.ASP](http://www.northumberlandcounty.ca/en/privacy.asp) ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE CONTEST MUST BE DIRECTED TO THE SPONSOR AND NOT TO INSTAGRAM®, TWITTER® OR FACEBOOK®, WHICH ARE COMPLETELY RELEASED OF ALL LIABILITY.

1. NO PURCHASE NECESSARY. The Bike & Win Contest (the “Contest”) is sponsored by **The Corporation of the County of Northumberland** (the “Sponsor”) and administered by Sponsor’s department **Northumberland Tourism** (“Contest Administrator”).
2. CONTEST PERIOD. The Contest starts at 12:00:01 AM Eastern Time (“ET”) on June 1, 2017 and closes at 11:59:59 PM ET on August 31, 2017 the (“Contest Closing date”) (collectively the “Contest Period”)
3. ELIGIBILITY. To be eligible to enter and win this contest you must:
 - (a) be a legal resident of Canada;
 - (b) be sixteen (16) years of age or older in your province or territory of residence;
 - (c) have a valid Instagram®, Twitter® or Facebook® account;
 - (d) comply with these Rules and the Instagram®, Twitter® or Facebook® Terms and Conditions of Use including any policies related to your Entry respectively (as defined below);
 - (e) not be an employee, officer, director, agent or representative of the Sponsor or of its respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and must not be an immediate family or household member of any of the above. For these Rules, "immediate family" means mother, father, sister, brother, son, daughter, step-family and spouse, including common law spouse, regardless of where they reside.

The Sponsor reserves the right at any time to require proof of identity from you and/or your eligibility to participate in the Contest. Any failure to provide such proof may result in your disqualification at the Sponsor’s sole discretion.

4. HOW TO ENTER. THERE IS NO PURCHASE NECESSARY. You can enter by any of the following methods:

- (a) To enter via Instagram®, open the Instagram® App (the “Contest App”), follow @NorthumberlandT on Instagram®, post an ORIGINAL NEW PHOTO you have taken of cycling in Northumberland County (“Photo”), to your Instagram® account (do not just tag a previously uploaded photo). Please include the hashtag #CycleNthld in your Photo Post. A Post with i) the “Photo”, ii) the hashtag and iii) the location of the photo constitutes the “Entry”. You must set your Instagram® account privacy settings set to “Off” from the time of entry until August 31, 2017 to allow the Sponsor to contact you in the event you are selected as a potential winner.
- (b) To enter via Twitter®, open your web browser or the Twitter® App (the “Contest App”). follow @NorthumberlandT on Twitter® then Tweet an ORIGINAL NEW PHOTO you have taken of cycling in Northumberland County (“Photo”) from your Twitter® account (do not just tag a previously uploaded photo). The hashtag #CycleNthld and a Tweet with i) the “Photo” and ii) the location of the Photo constitutes the “Entry”. You must set your Twitter® account privacy settings to “Protect my Tweets” to “unchecked” from the time of entry until August 31, 2017 to allow the Sponsor to contact you in the event you are selected as a potential winner.
- (c) To enter via Facebook® open your web browser or the Facebook® App (the “Contest App”) and link to the Northumberland Tourism Page, and Post an ORIGINAL NEW PHOTO you have taken of cycling in Northumberland County (“Photo”) to the Northumberland Tourism Facebook® timeline (do not just tag a previously uploaded photo). Please include the following hashtag #CycleNthld in your Post. A Post to our Page with i) the “Photo”, ii) the hashtag and iii) the location of the photo constitutes the “Entry”. You must set your Facebook® privacy settings to “Public” from the time of entry until August 31, 2017 to allow the Sponsor to contact you in the event you are selected as a potential winner.
- (d) PHOTO GUIDELINES: The Photo submitted as your Entry:
- (i) MUST BE a Post or Tweet text that includes the hashtag #CycleNthld;
 - (ii) MUST BE your original work;
 - (iii) MUST STATE the Photo location: i.e. any of the following: trail, forest, park, attraction name, nearby town or village;
 - (iv) MUST NOT depict or make reference to any third party brand of product, including in the Post or Tweet text to the Photo;
 - (v) MUST NOT have been previously published or won any award;
 - (vi) MUST comply with the Terms of Use applicable to the Contest App used to submit your Entry found at: either Instagram® (<http://instagram.com/about/legal/terms/>) or Twitter® (<https://twitter.com/tos?lang=en>), or Facebook® (<https://www.facebook.com/terms>)

- (vii) MUST be in keeping with Sponsor's image and reputation as determined by Sponsor, in its sole discretion, or Photo Entry will be disqualified from the Contest. The Photo Entry MUST NOT disparage any persons or organizations;
- (viii) MUST NOT contain viruses, Trojan horses, worms, bots, spyware or any other computer code that may damage, interfere with, or surreptitiously intercept or expropriate any system, data or information;
- (ix) MUST NOT contain any personal or commercial solicitations, advertisements or promotional materials;
- (x) MUST NOT feature tobacco products, firearms and ammunitions, prescription drugs, illegal drugs and related drug paraphernalia, nutritional supplements, lotteries, or gambling;
- (xi) MUST NOT contain material which is in Sponsor's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, self-mutilating, discriminatory (including based on race, sex, religion, natural origin, physical disability, sexual orientation or age), offensive, profane, or harassing; or contain material that is threatening to any person, place, business or group or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group;
- (xii) MUST NOT violate any law, statute, ordinance or regulation;
- (xiii) MUST NOT contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- (xiv) MUST NOT contain any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole discretion.

(e) Entries that do not conform to the specific requirements will be disqualified.

(f) All entries become the sole property of the Sponsor and none will be returned for any reason. They may be used on the Sponsor's social media. Entries must be received no later than the end of the Contest Period, regardless of method of entry. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for the Prize.

(g) There is no limit to the number of entries made per entrant during the Contest Period. That is, each original image and accompanying post or tweet is considered one entry. If you send 10 original images with posts or tweets, those 10 entries will be counted as 10 ballots. Duplicate or copied images are not considered an original entry.

- (h) By entering online through the Contest App of your choice, you agree that you are solely responsible for the data or any app charges that you incur, as well as any such charges by your carrier. Normal Internet access phone, and usage charges may apply. Please contact your carrier for details.
 - (i) In the event of a dispute, entries shall be deemed submitted by the authorized holder of the email address associated with the Contest App account. For the purpose of these Rules, "authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to provide the Sponsor with proof that he/she is the authorized account holder of the email address associated with the entry.
5. PRIZE. There is one (1) Prize available to be won, a Gift Certificate from Gears Bike Shop for a Bike valued at \$2,500. There is no cash value to the Gift Certificate or any unused portion of it. Should the Winner select a Bike valued at more than \$2,500, then the Winner will pay the additional portion above the Gift Certificate amount. Should the Winner select a Bike valued at less than \$2,500, then the remainder of the Gift Certificate can be used towards cycling gear from Gears Bike Shop. The expiry date on the Gift Certificate is October 27, 2017.
- (a) The Winner must claim his/her Prize at Gears Bike Shop at 176 Lakeshore Rd. W., Mississauga, ON no later than October 27, 2017, and will be responsible for his/her associated travel expenses.
 - (b) The Winner must contact Gears Bike Shop in advance to schedule the time and date of the Prize exchange.
 - (c) The Winner agrees to have his/her photo and name publicized as the Prize Winner and gives the Sponsor the rights to all photography or comments which will appear in the public domain for marketing/communications purposes around the Contest and the Winner's selection and receipt of the Prize .
 - (d) Should the Winner be unable to travel and pick up his/her Prize by October 27, 2017, the Prize will be forfeited and awarded to an alternate winner.
 - (e) If the Winner fails to comply with these Rules, withdraws for any reason or is unable to travel to pick up his/her prize by October 27 2017, he/she will be disqualified and will not receive a Prize and the Sponsor reserves the right to select another or additional entrant(s), in the Sponsor's sole discretion, until such time as another eligible entrant satisfies the terms set out herein.

6. **WINNER SELECTION.** One (1) Winner shall be selected as follows:
- (a) On or about Sept. 1 2017 at 12:00:00 PM ET, Contest Administrator at its head offices in Cobourg, Ontario, shall select one (1) entrant by way of random draw from all eligible entries received during the Contest Period. Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question and to comply with the Rules and sign and return the Release (described below). The Sponsor may, in its sole discretion, provide an alternative to the mathematic skill-testing question or vary the requirements to perform any skill-testing component of the Contest to accommodate entrants with physical or cognitive disabilities.
 - (b) THE SELECTED ENTRANT WILL BE NOTIFIED BY PUBLIC POSTING ON CONTEST APP PLATFORM USED FOR ENTRY, NO LATER THAN SEPT 8, 2017 AT 12:00:00 PM ET AND MUST RESPOND BY DIRECT MESSAGE TO SPONSOR WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond with a direct message including the information requested in the notification. If the selected entrant does not respond in accordance with the Rules, he/she fails to comply with the terms of these Rules or voluntarily withdraws from the Contest, he/she will be disqualified and will not receive the Prize and another entrant may be selected in the Sponsor's sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response.
7. **DECLARATION & RELEASE.** The Winner will be required to execute a legal declaration and release agreement ("Release") that confirms the Winner's: (i) eligibility for the Contest and compliance with these Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsor and Instagram.com, Facebook.com, or Twitter.com and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the unrestricted right, in the Sponsor's sole discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use

the Entry and Winner's name, photograph, likeness, voice, opinions and biography without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. The executed Release must be returned within two (2) business days or the selected entrant will be disqualified and the Prize forfeited.

8. **INDEMNIFICATION.** By entering the Contest, the Entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, participation in the Contest, any breach of the Rules, and/or in any Prize-related activity. The Entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest.
9. **RIGHTS.** By providing the Entry to the Sponsor in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Entry, and shall grant to the Sponsor a worldwide, royalty-free, irrevocable, and non-exclusive license to copy, use, modify, reproduce, display, adapt and transmit the Entry for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest, and waives all moral rights therein in favour of the Sponsor.
10. **LIMITATION OF LIABILITY.** The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, cellular phone, hardware or technical problems, interruption, deletion, defect, delay in operation or transmission, failure, traffic congestion or malfunction that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website or mobile application users or by any of the equipment or programming associated with the Contest or by any technical, human or other error or omission. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, mobile applications on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsor is not responsible for any injury or damage to entrants or to any computer or cellular phone related to or resulting from participating in or downloading materials or applications in this Contest. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or

corruption of the administration, security, lack of participation, fairness, integrity or proper conduct of this Contest.

11. CONDUCT. By participating in the Contest, each entrant agrees to be bound by these Rules, which will be posted at the Contest Website and made available throughout the Contest Period. The Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Rules; or (b) tampering or attempting to tamper with the entry process or the operation of the Contest (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online Northumberland County property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, CONTEST APPLICATION OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

12. PRIVACY / USE OF PERSONAL INFORMATION. By participating in the Contest, you (the Entrant): (i) grant to the Sponsor the right to use your name, mailing address, telephone number, and email address, alias or platform handle (“Personal Information”) to administer the Contest, including but not limited to contacting and announcing the Winners and awarding prizes; (ii) grant to the Sponsor the right to use Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledge that the Sponsor may disclose Personal Information to third-party service providers and agents of the Sponsor in connection with any of the activities listed in (i) and (ii) above. The Sponsor will only use the Entrant’s Personal Information for identified purposes and only if consent is given at the time of entry to provide you with information regarding upcoming promotions/Contest of the Sponsor. For more information regarding the manner of collection, use and disclosure of by the Sponsor, please refer to the Sponsor’s Privacy Policy at <http://www.NorthumberlandCounty.ca/en/Privacy.asp> .
This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram®, Twitter® or Facebook®. You understand that you are providing your information to the Sponsor and not to any of the social media mentioned above.

13. TERMINATION. The Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Official Rules in any way, at any time, for any reason without prior notice.

14. LAW. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Rules are subject to change without notice in order to comply with any

applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between the Entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

15. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, print or online advertising, the terms and conditions of the Rules shall prevail, govern and control.
16. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or their affiliates. 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.