

WIN A TRIP FOR 2 IN COSTA RICA

Contest Rules

CONTEST NAME: WIN A TRIP FOR 2 IN COSTA RICA (the "Contest")

DATES: July 8 - September 6, 2024

1. ORGANIZER

The Contest is held by **Earlton RV Limited**. ("Organizer" or "Contest Organizer") located at:

332442 ON-11

Earlton, ON P0J 1E0

2. DURATION

Beginning of the Contest :

Date: July 8, 2024

Time: Midnight

End of Contest:

Date: September 6, 2024

Time: 5:00 p.m. (Eastern Time)

Draw Date:

Date September 7, 2024

Time: 3 p.m. (Eastern Time)

3. ELIGIBILITY

The Contest is open to Canadian residents who have reached the legal age of majority on the date of entry. Excluded are: directors, officers, executives, employees, agents, of any of the participating dealerships, advertising and promotional agencies, suppliers of prizes, goods and services in connection with the Contest, and persons with whom they are domiciled (whether related or not).

4. PRIZES

Grand Prize

1 grand prize winner will receive an all-inclusive, seven-day trip for two to the Riu Palace in Liberia, Costa Rica. The retail value of the trip is \$6,200.00 CA before taxes.

5. PARTICIPATION / NO PURCHASE REQUIRED

No purchase is required to enter or to win. A purchase does not increase the odds of winning.

To enter the contest, the entrant must enter online by clicking the link on the **WIN A TRIP FOR 2 COSTA RICA** web banner, which can be found on the Earlton (earltonrv.com) / Kapuskasing (kapuskasingrv.com) / Timmins VR - RV (timminsrv.com). Dealerships websites and social media pages. After clicking the link, the contest entrant will be directed to a special landing page and be asked to submit his or her name, address, phone number and email address.

Entrants without access to the internet may request a contest entry form at Earlton RV (332442 ON-11 Earlton, ON. P0J 1E0) Kapuskasing RV (224 Government Rd. E. Kapuskasing, ON. P5N 2X2) and Timmins RV (3449 ON-101 W. Timmins, ON. P4R 0E9). and submit their entry in writing.

6. DRAW AND ODDS OF WINNING

A random draw of all entries received will be held on **September 7, 2024 at 3:00 p.m. Eastern Time at Earlton VR - RV, 332442 ON-11, Earlton, ON POJ 1E0** .

Odds of winning a Grand Prize dependent on the number of entries received.

7. CLAIMING PRIZES

In order to be declared a winner, a selected entrant must:

- a) be reached by telephone or e-mail, at the Contest Organizer's sole discretion, within ten (10) days of the draw. Any selected entrant who cannot be reached following appropriate and reasonable steps taken by the Contest Organizer during this period will be disqualified and a new draw will be held to award the prize. In the event that a selected entrant is reached by e-mail, he/she must respond to the e-mail in accordance with the instructions provided therein, if any. Any email notification of a prize followed by a mention to the effect that the message could not be delivered will result in the disqualification of the entrant and the selection of a new entrant;
- b) sign the Release Form that will be sent to him/her by the Organizer and return it to the Organizer within 10 days of the date of its receipt;
- c) have correctly answered the following mathematical skill-testing question without assistance of any kind, including mechanical assistance: $25 \times 4 \div 20 + 45 - 10 = \underline{\hspace{2cm}}$;
- d) upon request and in a timely manner, provide photo identification.

Failure to comply with any of the conditions mentioned in these rules or failure to accept the prize will result in disqualification of the selected entrant. In such a case, the Contest Organizer may, at its discretion, cancel the prize or hold a new draw among the remaining eligible entries until an entrant is selected and declared a winner. If no entrant is declared a winner within sixty (60) days of the original draw, the prize will be forfeited.

Within two (2) to four (4) weeks following receipt of the duly completed and signed Declaration Form, the Contest Organizer will contact the winners to inform them of how to take possession of their prize.

Refusal to accept a prize. Refusal by a selected entrant to accept a prize in accordance with these Contest Rules releases the Contest Organizer from any obligation related to the prize towards that person.

Awarding of prizes. No prize will be awarded until the winner has been confirmed. No prize is transferable and must be accepted as awarded without substitution in cash or otherwise, except at the sole discretion of the Organizer. The Organizer reserves the right to substitute a prize (or part of the prize) of the same kind and of equivalent value or, at its sole discretion, the monetary value of the prize (or part of the prize) indicated in these rules.

Prize claims. The winner of the grand prize will receive all-inclusive hotel accommodations for two at the Riu Palace in Liberia, Costa Rica, including round trip economy travel by air. Trip duration: 6 nights and 7 days.

Trip must be taken by the contest winner between January 15 - February 15, 2025.

Grand Prize does not include transportation to and from the airport from the contest winner's residence in Canada, nor the cost for any additional services, such as excursions outside the hotel, or for foods, beverages or any other items not covered by the hotel's all-inclusive package.

Any costs or expenses not included in the grand prize as described above are the responsibility of the winners.

Limited Prizes. In all cases, the Contest Organizer will not be required to award more prizes or award a prize other than in accordance with these rules.

8. GENERAL TERMS AND CONDITIONS

Disqualification. All documents related to the Contest, including but not limited to Entry Forms and Release Forms, are subject to verification by the Contest Organizer. Entries with errors will not be eligible as well as those that are incomplete, fraudulent, or have been tampered with, altered, falsified, reproduced or obtained illegally. Entrants who have not complied with these Contest Rules may be excluded from this Contest and from any future contest or promotion that the Contest Organizer may conduct, including, without limitation, any entrant who is guilty of or is suspected of tampering with entries or materials, the processing of entries, the operation of the Contest or any technical or mechanical aspects of the Contest, deliberately damaging the websites, web pages and applications related to this Contest or sabotaging the legitimate operation of the Contest, violating these rules, for example, using any means contrary to these rules or unfair to other entrants (e.g., by using any means that is contrary to these rules or unfair to other entrants). (e.g., entering beyond the permitted limit) or has acted unfairly or in a manner that harms or intending to harass, annoy, torment, threaten or harass another person. **THE ENTRANT OR ANY OTHER PERSON WHO DELIBERATELY ATTEMPTS TO DAMAGE ANY WEBSITE, EQUIPMENT, APPLICATION OR TECHNOLOGY USED IN CONNECTION WITH THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS COMMITTING A CRIMINAL OFFENCE AND A CIVIL OFFENCE, AND THE ORGANIZER RESERVES THE RIGHT, IN SUCH A CASE, TO REPORT SUCH PERSON TO THE LEGAL AUTHORITIES AND TO CLAIM FROM THAT PERSON ALL DAMAGES THAT THE LAW ALLOWS HIM OR HER TO CLAIM.**

Waiver of liability form. By entering or attempting to enter this Contest, any entrant selected for a prize releases the Contest Organizer, its parent company, any corporation, trust or other legal entity controlled by or related to them, any Participating Store, advertising and promotional agencies and prize suppliers from all liability, of goods and services in connection with the Contest and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all damages and liability related to the Contest (participation, operation, advertising, rules, etc.) or in connection with the Prize (claims, use, etc.). In order to be declared a winner, the selected entrants will be required to sign the Declaration and Release Form containing a declaration of compliance with the Contest Rules and confirming this release of liability in favour of the Releasees.

Limitation of liability. Without limiting the generality of the foregoing disclaimer, the Releasees will not be liable for (i) any typographical (or other) errors contained in the offer or materials relating to the administration of the Contest, including without limitation, errors in advertising, the Official Rules, the announcement of the winner, the awarding of the Prize, or technical malfunctions, problems or difficulties with networks, telephone lines, SMS messaging systems, any computer component, software or lines of communication, with respect to the loss or lack of network communication or any transmission that is faulty, incomplete, incomprehensible or erased by any

computer, server or service provider or any software, virus, computer bugs, failure of personal computers or software and hardware configurations, or failed attempts to transmit any email or other communication to the Contest Organizer or an entrant for any reason, including network traffic congestion or failure of any site that may limit any person's ability to participate in the Contest; (ii) any late, lost, stolen, delayed, not received, damaged, misdirected, incomplete or inaccurate entries; (iii) any failure to receive entries due to transmission problems or technical malfunctions of any kind, including, without limitation, malfunction of any network, servers, access providers, hardware or software, whether caused by the sender or recipient, which may limit or prevent any person from participating in the Contest; (iv) any damage that may be caused, directly or indirectly, in whole or in part, including but not limited to damage to the entrant's or any other person's system or device, by the downloading of any web page or software or otherwise, and by the transmission of any information related to the Contest.

Operation of the website. The Contest Organizer does not guarantee in any way that the Contest Website will be accessible or functional without interruption during the Contest Period or that it will be free of errors.

Cancellation, suspension or modification of the Contest. The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this Contest in the event of an occurrence that disrupts the proper conduct of the Contest, such as a computer system malfunctioning to record all entries, or any human intervention that could alter or influence the administration, security, impartiality or conduct of the Contest as contemplated by these Contest Rules, subject to the approval of the Régie des alcools des courses et des jeux du Québec, if required.

Termination of participation in the Contest. Should the Contest end in whole or in part before the end of the Contest Period, a random draw may be held, at the Contest Organizer's discretion, from among the eligible entries duly registered during the Contest Period or, as the case may be, up to the date of the event that ended the Contest.

Personal information. By entering the Contest, participants consent to the collection, use and disclosure of their personal information by the Organizer and/or its authorized agents for the purpose of administering the Contest and awarding prizes. By accepting a prize, each winner authorizes the Contest Organizer and its representatives to use, if required, his/her name, address (city, province), voice, statements, photograph, image and other representations and recordings for publicity purposes in any media, including but not limited to the Internet, without further notice and without any form of compensation. Any participant may be required to sign a confirmation to this effect.

Property. All information and documents related to the Contest, including but not limited to entry forms, Declaration and Release Forms, are and remain the exclusive property of the Contest Organizer. None of this information and documents will be returned to entrants.

Participant identification. For the purposes of these rules, the entrant is the person whose name appears on the entry form and it is to this person that the prize will be awarded if he or she is selected and declared a winner. If a dispute arises regarding the identification of the author of an entry form, the entry form will be deemed to have been sent by the authorized account holder associated with the email address provided at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access or online



service provider, or other organization that assigns email addresses for the domain associated with the submitted email address.

Decision of the Contest Organizer. Any decision by the Contest Organizer or its representatives regarding this Contest is final and without appeal, subject to any decision by the Régie des alcools, des courses et des jeux du Québec in connection with any matter under its jurisdiction.

Miscellaneous. By entering the Contest, entrants agree to be bound by these Contest Rules and by the decisions of the Organizer, which decisions are final and without appeal in all respects, including, without limitation, decisions regarding eligibility or disqualification of entries and the awarding of a prize. The Contest is subject to all applicable laws and regulations. Only selected entrants will be contacted. If any paragraph of these rules is declared illegal or unenforceable by a court of competent jurisdiction, then that paragraph will be considered void, but all other paragraphs will remain in effect.

Short Disclaimer

No purchase required. Contest open to Canadian residents who have reached the age of majority at the time of entry. Contest begins July 8, 2024 and ends September 6, 2024 at 5:00 p.m. (Eastern Time). For a chance to win the grand prize, register online at earltonrv.com, kapuskasingrv.com or at timminsrv.com. Limit of one entry per person. Mathematical skill-testing question required. Contest rules available at the dealerships' websites or at their locations.

Contest Winner Release Form

Contest Name: WIN A DREAM VACATION FOR 2 IN EXOTIC COSTA RICA

Sponsor: Earlton Camping Centre Ltd.

Contest Period: July 8 - September 6, 2024

Prize: All-inclusive hotel accommodations for two at the Riu Palace in Liberia, Costa Rica, including round trip economy travel by air

Winner's Information:

- **Name:** _____
- **Address:** _____
- **City, Province, Postal Code:** _____
- **Phone Number:** _____
- **Email Address:** _____

RELEASE AND ACKNOWLEDGMENT

1. **Acceptance of Prize:**

I, [_____], acknowledge that I am the winner of the "Win a Trip for Two to the Riu Palace in Costa Rica!" contest and that I have been awarded [Description of Prize]. I accept the prize as described and understand that no additional compensation will be provided.

2. **Eligibility Confirmation:**

I confirm that I meet all eligibility requirements as outlined in the official contest rules, including being [age] years or older and a legal resident of [Country/Region].

3. **Tax Responsibility:**

I understand that I am responsible for any and all federal, state, and local taxes, as well as any other costs and expenses associated with the acceptance and use of the prize.

4. **Publicity Release:**

I grant Earlton Camping Centre Ltd. and its affiliates the right to use my name, likeness, and biographical information for advertising, promotional, and other purposes in any media without additional compensation, except where prohibited by law.

5. **Liability Release:**

I release and hold harmless Earlton Camping Centre Ltd., its affiliates, subsidiaries, officers, directors, employees, and agents from any and all liability, claims, or actions of any kind arising from or in connection with my acceptance, possession, or use of the prize, including without limitation, personal injury, property damage, or death.

6. **Affidavit of Eligibility and Release:**

I agree to complete, sign, and return any required affidavits of eligibility, liability releases,



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and publicity releases within [number] days of receiving the prize notification. If I fail to do so, I understand that I may forfeit the prize.

7. Governing Law:

This release form and any disputes arising from or in connection with it shall be governed by the laws of Ontario, Canada, without regard to its conflict of law principles.

Winner's Signature: _____

Date: _____