

CONTEST RULES
Luminato Night Out on Us Membership Contest
Luminato Festival Toronto

- 1. ELIGIBILITY** – The Contest is only open to residents of Ontario who are over the age of majority and are not employees of Luminato (herein referred to as the “Contest Sponsor”), its parent and affiliated companies, representatives, dealers and agents, Contest suppliers and judges, or domiciled with any such employee.
- 2. CONTEST PERIOD** – The Contest starts at 2 PM on May 25, 2023, and continues until 11:59pm on June 5th, 2023, the “Contest Closing Date”. No purchase necessary. All times are Eastern Standard Time.
- 3. TO ENTER** the Contest - Visit <https://luminatofestival.com/a-night-out-on-us-contest-rules/> to enter. Participants may enter by purchasing a Luminato membership during the Contest Period or subscribing to Luminato’s newsletter during the Contest Period. This Contest is in no way sponsored, endorsed or administered by, or associated with Meta (Facebook/Instagram), Twitter or LinkedIn. You understand that you are providing your information to Luminato, and not to Meta (Facebook/Instagram), Twitter or LinkedIn. Meta (Facebook/Instagram), Twitter and LinkedIn is completely released of any and all liability by each entrant in this Contest. Any attempt or suspected attempt to use robotic, automatic, programmed or any entry methods not authorized by these rules, shall be deemed as tampering and will void all of your entries. All entries that are incomplete, illegible, damaged, contain an erroneous email address or do not conform to or satisfy any condition of the rules may be disqualified by the Contest Sponsor.
- 4. PRIZE** - There is one (1) Prize Package available to be won in Ontario consisting of: two (2) tickets to Scott Joplin’s Treemonisha, showing between June 6-17, 2023 and valued at \$100, and 1 (1) gift card to The Old Spaghetti Factory valued at \$50 – **total approximate value of \$150**. Prize does not include travel to and within Toronto. The winner will be solely responsible for all other incidental costs and expenses not specifically set forth herein that are incurred by the winner (and/or his/her guests, where applicable) including, but not limited to, transportation, gratuities, entertainment, souvenirs and items of a personal nature, and the winner shall not seek reimbursement for same from the Contest Sponsor.
- 5. DRAW** - A random draw by a representative of the Contest Sponsor from all eligible entries received will be made at approximately 10:00 am on June 6, 2023. The first (1) entrant selected will be deemed the potential winner who will be contacted by email within 1 hour of the draw at the email address indicated on his/her entry.
- 6.** If the selected entrant cannot be reached within two (2) business days following the first attempt of contact, incorrectly answers the skill-testing question, declines the prize, the Contest Sponsor reserves the right, at its sole discretion, to select another entrant via random draw from all remaining eligible entries or to cancel the prize.
- 7.** The prize, and portions thereof, must be accepted as awarded and is not transferable, redeemable, refundable or exchangeable for cash and not replaceable if lost/stolen. The Contest Sponsor reserves the right, at its sole discretion, to substitute the prize, or portion thereof, with a

prize of at least equal value in the event of the unavailability of the described prize, or for any other reason.

8. To be declared a winner, a selected entrant must first correctly answer, unaided, a time limited, mathematical skill-testing question administered by email or by phone; and may need to return a signed Declaration of Compliance with the Contest Rules and a full Liability and Publicity Release. The decisions of the Contest Sponsor and, where applicable the Contest judges, are final and without appeal in all matters related to the Contest and the awarding of prizes.

9. By entering this Contest and accepting the prize, the winner consents to the use of his/her entry, name, city of residence and/or voice, statements, any photographs or other likenesses for publicity, advertising or informational purposes carried out by the Contest Sponsor and/or its advertising agencies in any medium or format, in perpetuity worldwide without further notice or compensation.

10. The Contest is subject to all applicable federal, provincial and municipal laws and regulations.

11. Odds of winning depend on the total number of eligible entries received. The Contest Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical or other production errors. The Contest Sponsor is not responsible for any errors or omissions in printing or advertising for this Contest. Prizes may not be exactly as shown in Contest advertising and/or promotional materials. All entries become the property of the Contest Sponsor.

12. The Contest Sponsor is collecting personal data about entrants for the purpose of administering this Contest. No further informational or marketing communications will be received by entrants unless entrants provide the Contest Sponsor with explicit permission to do so by signing up for Luminato's e-newsletter. The collection, use and/or disclosure of any personal information an entrant provides is subject to Luminato's Terms and Conditions which can be found at <https://luminatofestival.com/about/terms-and-conditions/>

13. By entering this Contest, entrants release and hold harmless the Contest Sponsor, its advertising and promotional agencies and the Contest judge(s) (if applicable), their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively the "Releasees") for and from any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use or misuse of any prize (in the case of the winner), or while preparing for or participating in any Contest or prize (in the case of the winner) related activity. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event, shall include legal fees.

14. This Contest will be run in accordance with these rules, subject to amendment by the Contest Sponsor. Entrants must comply with these rules, and will be deemed to have received and understood the rules by participating in the Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein.

15. The Releasees assumes no responsibility for failure of the internet or the website during the promotional period, for any problems or technical malfunction of any social network, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion.

If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Contest Sponsor that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or prizes. In such event, the Contest Sponsor may award the prize by randomly drawing a winner from among all eligible entries received up until the time of termination. The Contest Sponsor reserves the right to disqualify, from this Contest and future contests of the Contest Sponsor, any individual who: (i) tampers with or in any way corrupts the entry process or the administration of the Contest; (ii) is attempting to deliberately damage any web site or undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unfair playing practices (including the use of automated quick entry programs); or (iii) is intending to annoy, abuse, threaten or harass any other entrant or the Contest Sponsor's representatives, as determined in the Contest Sponsor's sole discretion. Any such attempt is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

16. If the identity of an entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the contest server machine(s).

17. CONSTRUCTION - These rules and all matters related to the Contest shall be governed by and construed under the laws of the Province of Ontario, without regard to conflicts of laws principles. You irrevocably waive any objection on the grounds of venue, forum nonconvenience or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and consent to the jurisdiction of the courts of the Province of Ontario.