

# HALLMARK CELEBRATIONS CONTEST

## OFFICIAL CONTEST RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

### CONTEST PERIOD

The Hallmark Celebrations Contest (the “Contest”) begins July 8, 2024 at 12:00:01 a.m. Eastern Time (“ET”) and ends on August 6, 2024 at 11:59:59 p.m. ET (the “Contest Period”).

### CONTEST SPONSOR AND PRIZE PROVIDER

The Contest is sponsored by Hallmark Canada (the “Contest Sponsor”). The prize is provided by Hallmark Canada and Nikon Canada (the “Prize Provider”). For the purposes of these Official Contest Rules, the Contest Sponsor and Prize Provider may include each of them together, and in either case includes their affiliates and related companies, including without limitation their respective parent companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest.

### CONTEST ELIGIBILITY

The Contest is open to residents of Canada, excluding residents of the Province of Quebec, who are sixteen (16) years of age or older as of the date of Entry (as defined below). Excluded from eligibility are officers, directors, employees, agents and representatives of the Contest Group, and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives. Contest entrants who meet these criteria will be considered “Eligible Entrants”.

### HOW TO ENTER

NO PURCHASE NECESSARY TO ENTER OR WIN. Internet access and a valid Instagram account are required. Contest entry is online via Instagram only. No other means of submission will be accepted.

At or after 12:00:01 a.m. ET on July 8, 2024, the Contest Group will post an image (the “Contest Post”) to the Hallmark Canada Instagram account (@hallmark\_canada) and the Nikon Canada Instagram Account (@nikoncanada).

To enter the Contest:

- (i) follow the Hallmark Canada and Nikon Canada Instagram accounts (@hallmark\_canada and @nikoncanada).
- (ii) like the Contest Post.
- (iii) tag another Instagram user in the comments section of the Contest Post during the Contest Period.
- (iv) Each unique tag represents one "Contest Entry".

Instagram's servers shall serve as the official clock for the purposes of determining the time at which a Contest Entry is received.

Eligible Entrants may make unlimited entries during the Contest Period. Each Contest Entry must be submitted separately by the Eligible Entrant. Use of automated devices to enter is prohibited; automated entries (including but not limited to entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification.

### **HOW TO WIN**

At 1:00:00 p.m. ET on August 14, 2024 (the "Draw Date"), in Ontario, Hallmark Canada will randomly select one (1) Contest Entry from Instagram as eligible to win the Grand Prize from amongst all Entries received on Instagram during the Contest Period. Chances of being selected as eligible to win the Grand Prize depend on the total number of Eligible Entries received on Instagram during the Contest Period.

### **PRIZES**

One (1) Grand Prize is available to be won, consisting of:

Nikon Z 30

Creator's Accessory Kit for Z 30

Peanuts® Snoopy Journal

All Occasion Handmade Boxed Set of Assorted Greeting Cards with Card Organizer (Pack of 24)

Recyclable Gift Bag Assortment (8 Bags: 3 Small 6", 3 Medium 9", 2 Large 13")

Our Memories Photo Album

Gather Happy Moments Photo Album

The Party Isn't Over Travel Mug

Been There. Loved That! Keepsake Ornament

Happy Birthday Cake Stand with Sound

Compass Journal

Pink Orange Floral Fabric Wrap

Dots and Stripes Fabric Wrap

Thinking of You Card

6 Sheets Tissue - White

6 Sheets Tissue - White

We Decided on Forever Memory Box

You're Amazing Mug

Disney Sculpted Mickey Treat Jar with Sound

Sweet Red Apple Scented 3-Wick Candle

Vanilla Sugar Cake Scented 3-Wick Candle

Cake Server with Sound

2 Gift Boxes

30 Sheets Tissue – Multi-Coloured

Just Beachy Puzzle - 1,000 Pieces

Hold On To This Moment Frame

Total prize valued at approximately \$3,018 Canadian.

The Grand Prize will be awarded only to a verified Eligible Entrant in Canada (the "Grand Prize Winner"). The Grand Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or other considerations. The Contest Sponsor and Prize Provider respectively reserve the right, at their sole discretion, to substitute a prize of greater or equivalent monetary value if the Grand Prize cannot be awarded as described for any reason. Neither the Contest Sponsor nor Prize Provider will replace a lost or stolen Grand Prize. The Grand Prize includes delivery to one (1) Canadian mailing address only, as supplied by the Grand Prize winner. Any other taxes, costs or expenses associated with the Grand Prize not specified herein are the responsibility of the Grand Prize Winner.

## **PRIZE CLAIM**

On the Draw Date, the selected Grand Prize Winner will be notified on Instagram by a Direct Message from the @hallmark\_canada Instagram account. Eligible Entrants should be sure to check Direct Message requests for correspondence from the Contest Sponsor on or after the Draw Date.

In order to be declared the Grand Prize Winner: (i) respond to the Direct Message within forty-eight (48) hours; (ii) without assistance of any kind, correctly answer a time-limited mathematical skill-testing question to be administered online; (iii) if required by the Contest Sponsor, sign and return to the Contest Sponsor (or its authorized agent) a written declaration and release form (“Release”), releasing the Contest Sponsor and Prize Provider and their respective directors, officers, owners, partners, shareholders, employees, agents, representatives, successors and assigns from any liability whatsoever in connection with this Contest or the acceptance, possession, use or misuse of the Grand Prize; and (iv) otherwise comply with these Official Contest Rules.

In the event that a potential winner is below the age of majority in his/her/their jurisdiction of residence, the Contest Sponsor may require the Grand Prize Winner’s parent or legal guardian to provide additional documentation and/or require that the Grand Prize Winner’s parent or legal guardian ratifies the Release.

Return of the winner notification or Grand Prize as undeliverable, or inability to reach the Grand Prize Winner or failure of the Grand Prize Winner to respond to notification within forty-eight (48) hours of first attempt by the Contest Sponsor or Contest Sponsor’s agent, failure to provide proof of eligibility (if requested), Release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Contest Rules may result in disqualification, forfeiture of the Prize and, at Sponsor’s sole discretion, selection of an alternate Contest Entrant for the forfeited Grand Prize in accordance with these Official Contest Rules, who will be subject to these same Official Contest Rules.

## **PERSONAL INFORMATION**

The Contest Sponsor, Prize Provider and their authorized agents will collect, use, and disclose the personal information of Contest Entrants for the purposes of administering the Contest and Prize fulfillment.

By accepting a Prize, the Contest Winner agrees that the Contest Sponsor and Prize Provider may use of his/her/their name, city/province/territory of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity they may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Where applicable, the Contest Sponsor and Prize Provider will provide the Grand Prize Winner with the

ability to opt-out from their respective use of such information for advertising or publicity purposes.

### **RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY**

The Contest Sponsor and Prize Provider respectively reserve the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in the sole discretion of the Contest Sponsor or Prize Provider, any factor interferes with its proper conduct as contemplated by these Official Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, cannot be run as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of the Contest Sponsor and/or Prize Provider, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Sponsor or Prize Provider may, in their sole discretion, void any suspect Entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the Prize from among the eligible, non-suspect Contest Entries received up to the time of the impairment in accordance with the winner selection criteria described in these Official Contest Rules.

### **GENERAL CONDITIONS**

Winning the Grand Prize is contingent on fulfilling all the requirements set forth herein. Mass Contest Entries, automated Contest Entries, Contest Entries submitted by third parties, and any Contest Entries or Grand Prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and Grand Prize claims are subject to verification. Contest Entry does not constitute proof of receipt. Entrants agree to abide by these Official Contest Rules. Decisions of the Contest Sponsor and/or Prize Provider will be final and binding on all matters pertaining to this Contest. The Contest is subject to all applicable federal, provincial, territorial and municipal laws, and void where prohibited. The Contest Sponsor and Prize Provider reserve the right to correct any typographical, printing, computer programming or operator errors. Failure to enforce any provision of these Official Contest Rules by the Contest Sponsor and/or Prize Provider shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Contest Rules is determined to be invalid or otherwise unenforceable, then the Official Contest Rules shall be construed in accordance with the terms as if the invalid or unenforceable provision was not contained therein. Should a Contest Winner make any false statement(s) in any document referenced above, the Contest Winner may be required to promptly return to the Contest Sponsor his/her/their Prize, or the cash value thereof. The Contest Sponsor and/or Prize Provider reserve(s) the right, at their sole discretion, to disqualify any individual who tampers or attempts to tamper with the Contest Entry process and/or the operation of the Contest, violates the Official Contest

Rules, or acts with intent to annoy, abuse, threaten or harass any other person. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE CONTEST SPONSOR AND PRIZE PROVIDER RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of the person who submitted any Contest Entry, the authorized account holder of the Instagram account used to enter the Contest will be deemed to be the Contest Entrant. The “authorized account holder” is the natural person assigned by Instagram to the account associated with the Entry. The Contest Winner may be required to show proof of being the authorized account holder.

### **LIMITATIONS OF LIABILITY AND RELEASES**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE CONTEST SPONSOR, PRIZE PROVIDER AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE “RELEASEES”) HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE GRAND PRIZE, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE GRAND PRIZE. FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY CONTEST ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE WEBSITES OR INSTAGRAM SITES OF THE CONTEST SPONSOR OR PRIZE PROVIDER, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so such exclusions may not apply to you.

Without limiting the foregoing, the Releasees, and any of the Contest Sponsor’s or Prize Provider’s other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Entrants or the Instagram sites of the Contest Sponsor or Prize Provider, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) theft, destruction, loss or unauthorized access to, or alteration of, Contest Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-

line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any email to be received by or from the Contest Sponsor or Prize Provider for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram is hereby completely released of all liability by each Contest Entrant. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor and not to Instagram.