

## HOLIDAY VALLEY CONTEST RULES

**HOLIDAY VALLEY CONTEST** (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. THE CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY EXCLUDING RESIDENTS OF QUEBEC AND PARTICIPANTS MUST BE THE AGE OF MAJORITY OR OLDER IN THEIR PROVINCE OR TERRITORY OF RESIDENCE AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

**1. ELIGIBILITY.** To be eligible for this Contest, an individual must:

- (a) be a legal resident of Canada (excluding the province of Quebec); and
- (b) be of the age of majority or older in his/her province or territory of residence at the time of entry; and

Employees of CHCH, a division of Channel Zero Inc. (the “**Organizer**”), and Holiday Valley (the “**Sponsors**” or “**Prize Providers**”) and their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Organizer shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Organizer reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2. CONTEST PERIOD.** The Contest begins at 6:00AM Eastern Time (“**ET**”) on January 29, 2024 and ends at 11:59 p.m. ET on February 4, 2024 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

**3. HOW THE CONTEST WORKS.**

- (a) Entrants are required to visit [www.chch.com/morninglivegiveaways](http://www.chch.com/morninglivegiveaways) (the “**Contest Website**”) and fill out the required form to enter the Contest.

**4. HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest. To enter, visit [www.chch.com/morninglivegiveaways](http://www.chch.com/morninglivegiveaways) and fill out the required form.
- (b) Limit of one email address per entrant.

- (c) Entries must be received no later than the end of the Contest Period. No communication or correspondence will be exchanged with entrants except with those selected for a Prize, or if entrant has opted in to receive further communications from organizer or prize provider.

## 5. PRIZES.

- (a) There is 1 prize (each, a “**Prize**”, collectively, the “**Prizes**”) available to be won by the Prize winners (each, a “**Winner**”, collectively, the “**Winners**”) consisting of the following items:

PRIZE DESCRIPTION	QUANTITY
<p>Holiday Valley Resort is located at 6557 Holiday Valley Rd, Ellicottville, NY 14731, United States. Winner must have valid passports for all travelling family members.</p> <p>4 nights/5 days for a family of four on March 10 - 14, 2024. Dates cannot be changed or rescheduled. Transportation to and from resort is NOT included.</p> <p>Prize includes:</p> <p>4 nights accommodations on March 10, 11, 12 &amp; 13, 2024.</p> <p>Equipment Rentals for 4 people for 5 days. \$900 value</p> <p>Lessons for 4 people for 5 days. \$960 value</p> <p>9x coaster passes per family (kids might want to go more than one day). \$108 value</p> <p>1x added 8 hr lift ticket. \$84 value</p> <p>1x added ski/snow board group lesson \$45 value</p> <p>1x added ski/snow board rental \$48 value</p>	<p>1</p>

- (b) Each "Prize" has an approximate retail value of: \$4,997/Four Thousand, Nine Hundred and Ninety Seven Dollars. Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (c) Additional prize redemption instructions will be distributed within four (4) business days after each Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein. The winner must follow additional email instructions to claim his/her prize within thirty (30) business days of the return of the Winner Release form (described in section 7). Failure to claim the Prize within the allotted time period may result in disqualification and forfeiture of all rights to the Prize (in the Sponsor's sole discretion).
- (d) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (e) If shipped or mailed, Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

## **6. WINNER SELECTION.**

**1** Winners shall be selected as follows:

- (a) Entrant(s) will be selected from all eligible entries received during the Contest Period by a random draw in Toronto, Ontario, or Hamilton Ontario every 24 hours after the Contest start date (listed in #2 above). The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Organizer. Before being declared a Winner, the selected entrant shall be required to comply with the Contest Rules and sign and return the Winner Release (described in section 7).
- (b) In the event where there is more than one (1) Prize to be awarded, no person is entitled to win more than one Prize in the contest.
- (c) THE SELECTED ENTRANT(S) WILL BE NOTIFIED BY E-MAIL OR PHONE (IF PHONE NUMBER HAS BEEN PROVIDED BY THE WINNER) NO LATER THAN 72 HOURS AFTER THE APPLICABLE DRAW DATE AND EACH SELECTED ENTRANT MUST RESPOND WITHIN 24 HOURS OF NOTIFICATION. Upon notification, the selected entrant must respond by email to the email address provided in the notification, and the selected entrant's response must be received by the Organizer within 24 hours of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Organizer sole discretion until such time as an entrant satisfies the terms set out herein. The Organizer is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Organizer to receive a selected entrant's response.
- (d) 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 Contest 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.

**7. RELEASE.** The Winner(s) will be required to execute a legal agreement and release (the "**Release**") that confirms Winners': (i) eligibility for the Contest and compliance with these

Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Organizer, Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, 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 there from; and (iv) grant to the Organizer of the unrestricted right, in the Organizer’s collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winners’ name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within twenty-four (24) hours of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

**8. INDEMNIFICATION BY ENTRANT.** By entering the Contest, 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, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, 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, without limitation.

**9. LIMITATION OF LIABILITY.** The Organizer 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, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Organizer is not responsible for any incorrect or inaccurate information, whether caused by website users 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 administration of the Contest. The Organizer and Service Provider assume 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 Organizer is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Organizer is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Organizer 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 Organizer, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website and/or chch.com.

**10. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website throughout the Contest Period. Entrant

further agrees to be bound by the decisions of the Organizer, which shall be final and binding in all respects. The Organizer reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or the chch.com website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Channel Zero Inc. 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, CHCH.COM 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 ORGANIZER AND RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

#### **11. PRIVACY/USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, entrant: (i) grants to the Organizer the right to use his/her name, mailing address, telephone number, and e-mail address (“**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Organizer the right to use his/her 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) acknowledges that the Organizer and may disclose his/her Personal Information to third-party agents and service providers of any of the Organizer and in connection with any of the activities listed in (i) and (ii) above.
- (b) By opting-in online you consent to the Organizer’s use of your Personal Information so that you may be contacted to (i) promote opportunities to subscribe to Sponsor newsletters or promotional clubs; (ii) notify you about CHCH or other Channel Zero Inc. property’s television programs, special events and related products, programs or services; and (iii) enter you into other draws and/or contests.
- (c) The Organizer will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with the Channel Zero Inc. Privacy Policy located at <http://www.chch.com/privacy-policy/>.
- (d) By opting-in online you consent to the sponsor’s use of your Personal Information so that you may be contacted to (i) promote opportunities to subscribe to Sponsor newsletters or promotional clubs; (ii) notify you about special events and related products, programs or services; and (iii) enter you into other draws and/or contests.

**12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by Channel Zero Inc., the Organizer and/or their affiliates as applicable. 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.

**13. TERMINATION.** The Organizer 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 Contest Rules in any way, at any time, for any reason without prior notice.

- 14. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest 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 Organizer. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the Entrant and the Organizer and 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 the Contest 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, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
- 16. NO ASSOCIATION.** Holiday Valley are not in any way associated with the programs owned or operated by the Organizer.