



## TERMS AND CONDITIONS

**1. Eligibility:** The giveaways during imagineNATIVE Film + Media Arts Festival events are eligible for all who attend. Employees of imagineNATIVE and suppliers of the giveaway are not eligible to participate in the giveaway.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of imagineNATIVE, as final and binding as it relates to the content. The giveaway is subject to all applicable federal, state and local laws.

**3. Giveaway Period:** Giveaway entry begins upon the first day of the imagineNATIVE Film + Media Arts Festival, Oct 19, 2021. Giveaway winners will be chosen during the Festival from 12:00 PM Oct 19, 2021 to 9:00 PM Oct 24, 2021.

**4. How to Enter:** The giveaway can be entered during the specified events at imagineNATIVE Film + Media Arts Festival. Participants must fulfill all giveaway requirements, as specified, to be eligible to win a prize. You may enter only once and you must fill in the information requested.

**5. Prizes:** Winners will receive a Gift Card totalling between \$75 to \$500 from one of: Sobeys or Iron Dogs Books, depending on eligibility and opt-in status. Applicants are eligible for one (1) Gift Card for each giveaway option they choose to opt-in. The specifics of the prize shall be solely determined by imagineNATIVE. No cash or other prize substitution permitted. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner selection and notification:** Winners of the giveaway will be selected in a random drawing under the supervision of imagineNATIVE. Winners will be notified via email to the email address they entered the giveaway with within five (5) days following the winner selection. imagineNATIVE shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days





from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

**9. Terms:** imagineNATIVE reserves the right, in its sole discretion to cancel, terminate, modify or suspend the giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the giveaway. In such case, imagineNATIVE may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by imagineNATIVE. imagineNATIVE reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the giveaway or website or violates these Terms & Conditions.

**10. Limitation of Liability:** By entering you agree to release and hold harmless imagineNATIVE, partners, representatives, and employees from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process of the giveaway; (v) electronic or human error which may occur in the administration of the giveaway or the processing of entries.

**11. Disputes:** THIS GIVEAWAY IS GOVERNED BY THE LAWS OF CANADA AND ONTARIO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this giveaway, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ontario having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this giveaway), and participant further waives all rights to have damages multiplied or increased.

