

**CONTEST RULES**  
**(the “Official Rules”)**

**BT ONLINE WIN A TRIP TO UNIVERSAL ORLANDO RESORT GIVEAWAY**  
**(the “Contest”)**

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have read, understood, and agreed to be bound by these Official Rules.

**1. WHO ARE THE SPONSORS?**

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or affiliates (“**Rogers**”), on behalf of Breakfast Television Toronto (the “**Station**”).

The following is a prize provider solely with respect to the Vacation Package as described in Section 8 below: Universal City Development Partners, Ltd., d/b/a Universal Orlando Resort, in Orlando, Florida (“**Prize Provider**”).

Rogers and any co-sponsors of the Contest are referred to collectively or individually as the “**Sponsors**”.

This Contest is in no way sponsored, endorsed, administered by or associated with any third-party social media or social networking service or site (each a “**Third Party Service**”), including but not limited to Facebook, Instagram and/or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

**2. WHO IS ELIGIBLE TO ENTER?**

To be eligible to enter this Contest, an individual must:

- (a) be a legal resident of Canada (excluding residents of Quebec) who has reached the age of majority in their province or territory of residence as of the date of entry.
- (b) be the sole owner of all right, title and interest (including copyright) in and to the Entry Material (as defined below) submitted in connection with the Contest.
- (c) be legally able to travel to the United States of America and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.

Employees, officers, directors, agents, and representatives of the Sponsors, Prize Provider or any of their respective parents, subsidiaries or affiliates, any prize suppliers, any and all other companies associated with the Contest, a household member of any of the individuals listed above, whether or not related or members of the immediate family (spouse, parent, child, sibling) of the individuals listed above are not eligible to enter.

**3. WHEN DOES THE CONTEST START/END?**

You may enter the Contest between 10:00 a.m. on December 15, 2023 and 11:59 p.m. on December 27, 2023 (the “**Entry Period**”) after which time the Contest will be closed and no other entries shall be accepted. All times referenced in these Official Rules are ET.

#### 4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.

To enter the Contest, go to the contest entry page at <https://www.breakfasttelevision.ca/contests/universal-orlando-resort/> (the “**Contest Website**”) during the Entry Period and complete and submit the online entry form as instructed. Ensure the code words “BT SEND ME TO UNIVERSAL STUDIOS ORLANDO” are included in the online form.

#### 5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one entry per person/email address. By way of illustration, if two or more otherwise eligible individuals share a single email address, only one of them may enter the Contest; and, if an eligible individual has multiple email addresses, they may only enter the Contest once in respect of only one of those email addresses. In the case of multiple entries, only the first eligible entry will be considered.

#### 6. COULD MY ENTRY BE REFUSED OR REJECTED?

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (d) your entry is not in compliance with these Official Rules.

The Sponsors reserve the right to refuse any entry for any other reason as they may determine.

#### 7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that: (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the “**Entry Material**”) is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Rogers as it deems appropriate;
- (d) you grant to the Sponsors the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;

- (e) you waive all claims of moral rights in any use of your Entry Material by Rogers pursuant to the rights granted in these Official Rules; and
- (f) you waive and forever discharge the Sponsors, and Prize Provider, their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services (collectively, the “**Releasees**”), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, including participating in travel or any activity related to the prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

## **8. WHAT IS THE CONTEST PRIZE?**

There is one (1) trip prize (“Trip Prize”) available to be won in the Contest of a four (4) day, three (3) night trip for winner and up to three (3) guests (collectively, the “Travellers”) to Universal Orlando Resort in Orlando, Florida:

Trip will include:

- round trip economy class air transportation (provided by Visit Florida) for the winner and up to (3) Travellers from the international airport within Canada closest to the winner’s residence (as determined by Universal Orlando and Visit Florida in their sole discretion) to Orlando, FL (the “Destination”) on travel dates to be determined by the Sponsors
- three (3) nights’ standard hotel accommodation (one room, quadruple occupancy, room and tax only) at Universal’s Cabana Bay Beach Resort or at another Universal Orlando Resort hotel (as determined by Universal Orlando in their sole discretion)
- non-exclusive ground transportation to and from airport and hotel in Orlando, FL
- Universal Orlando 3-Park 3-Day Park-to-Park tickets for admission to Universal Studios Florida and Universal Islands of Adventure theme parks and Universal Volcano Bay water theme park, for winner and up to three (3) Travellers.

The Approximate Retail Value (“ARV”) of Orlando Trip is Five Thousand Six Hundred Eighteen and 13/100 Dollars (\$5,618.13)

The Trip Prize is valued at approximately seven thousand, six hundred and forty-seven dollars and seventy cents (7,647.70 CDN). Actual value may vary based on prize particulars, including but not limited to the departure city. The following terms and conditions apply to any Trip Prize awarded in this Contest:

- a) The winner may be required to reserve the Trip Prize, or complete travel, by a particular date, as advised by the Sponsors and/or Prize Providers. The Trip Prize is not eligible for frequent flyer miles. All bookings and/or reservations are subject to availability at the time of booking. Once reservations are made, they cannot be changed, unless otherwise determined by the Sponsors or Prize Providers.
- b) Each Traveller must have reached the age of majority in his or her province or territory of residence, unless accompanied by a parent or legal guardian.
- c) Traveller may be required to present a valid major credit card upon check-in at the destination to cover any expenses above and beyond the standard room charge.
- d) If the winner elects to travel with a fewer number of Travellers than the number of Travellers provided in the prize description above, no additional compensation will be awarded under any circumstances.
- e) Tickets are subject to certain terms and conditions as specified by issuers. Blackout dates may apply (as advised by the Sponsors).

- f) The Travellers are responsible for: transportation to and from originating airport; travel and medical insurance; travel documentation; any and all applicable taxes; and any additional expenses not included in the prize.
- g) The Releasees are not responsible for any cancellations, alterations, delays, diversions or other changes to the trip itinerary, any costs or expenses incurred as a result of any changes to the trip itinerary, or any damages, loss or liability in the event any Traveller is denied the ability to travel, whether due to airport restrictions or otherwise.
- h) The Sponsors and Prize Providers have the right to disqualify or remove any Traveller from any activity at any time if they are at any point uncooperative, disruptive, abusive, unobservant of applicable rules, laws or regulations, or likely to cause or has caused damage to person, property, or the reputation of the Sponsors or Prize Providers.

## 9. ARE THERE ANY PRIZE CONDITIONS?

All prize particulars will be determined by the Sponsors and the Prize Provider in their sole discretion. In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- (a) Except for gift cards, vouchers or cash prizes, the prize value in these Official Rules is approximate only. You will not be compensated if actual prize value is lower than the value quoted in these Official Rules;
- (b) The Sponsors and/or Prize Providers reserve the right, in their sole discretion, to substitute a prize, in whole or in part, with a prize or prize component of equal or greater value if the prize or any component thereof cannot be awarded for any reason.
- (c) The prize must be accepted as awarded and may not be transferred or resold, unless otherwise determined by the Sponsors and/or Prize Providers. The prize may not be exactly as advertised. The prize is provided "as is" without representation or warranty of any kind by the Sponsors and/or Prize Providers; and
- (d) Any unused portion of the prize, including Trip Prizes, once awarded, will be deemed forfeited. A prize will not be replaced if lost, destroyed, mutilated or stolen or in the case of a Trip Prize, will not be replaced if not taken for any reason.
- (e) **Trips must be completed by December 15, 2024 or Prize will be forfeited.** In connection with any visit to Universal Orlando Resort, please be advised that Universal's policies, CDC guidelines, and the recommendations of health officials must be followed. In addition, guests should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before visiting any Universal destination. **Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Universal cannot guarantee that any person will not be exposed during a visit.**
- (f) All parts of the prize selected are subject to availability and blackout dates, and subject to change without written notice or warning. Should an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of a party, whether or not existing, known, foreseen or foreseeable at the time this promotion occurs, render the redemption or fulfilment of some or all of the prize delayed, hindered, adversely affected, impracticable, or impossible, Universal in its sole and absolute discretion, reserves the right to evaluate and make modifications to the redemption and fulfilment processes and timelines for any prize or portion of the prize that Universal Orlando is responsible for, which may include but is not limited to providing additional time for redemption and/ or fulfilment. Should the prize become unavailable, experiences and items of a similar nature and value may be offered.
- (g) Universal City Development Partners, Ltd. d/b/a Universal Orlando Resort ("Universal Orlando") is a prize provider only in this promotion, is not a sponsor of this promotion and is not responsible for the

administration of the promotion, the collection of entries, or the selection of any winner. Any disputes, claims, and causes of action against Universal Orlando arising out of or relating to any person's use of or participation in any prize provided by Universal Orlando shall be resolved by applying the laws of Florida, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in state or federal courts within Orange County, Florida. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.

Vacation Package and Vacation Package components may not be used in conjunction with any other promotion or offer, sold, traded, transferred, refunded, commissioned, redeemed for cash or rescheduled to dates other than as set forth above.

- h) Prize Provider, its parent, related, affiliated, and subsidiary companies and each of their respective officers, directors, agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way relate to the Vacation Package, the receipt, use and/or enjoyment of the Vacation Package, any prize related activity and/or the Contest. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest promotional materials and the terms and conditions of the official rules, the official rules shall prevail and govern.
- i) Any and all disputes, claims and causes of action against the Prize Provider arising out of or connected solely with the Prize shall be governed and construed in accordance with the laws of the state of Florida, and in the event of any dispute, Winner and their Guest(s) irrevocably consent to the jurisdiction of the state and federal courts located in Orange County, Florida to resolve such disputes. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.
- j) Federal, provincial, state and local taxes relating to the Prize are the responsibility of the Winner.

## **10. ARE THERE ANY COVID-19 CONSIDERATIONS?**

In addition to any conditions provided elsewhere in these Official Rules, your entry in this Contest and any prize awarded may be subject to the following conditions:

- (a) you agree to comply with all applicable orders, directives, guidelines, COVID-19 procedures, COVID-19 related bylaws, and public health and safety regulations issued by federal, provincial and municipal authorities. Such guidelines and bylaws include without limitation, vaccination, quarantine, requirements related to hand sanitation, self-isolation, social and physical distancing, and use of face coverings as may be applicable.
- (b) as may be applicable, potential winner and any guest(s) of the winner, may be required to complete and pass a COVID-19 questionnaire, provide proof of full vaccination (Covid-19 vaccine series at to be completed at least 14 days before prize fulfillment) and provide proof COVID-19 testing result(s) (i.e. PCR or Antigen).

## **11. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?**

On January 2, 2024 at approximately 9:40 a.m. ET in Toronto, Ontario, Rogers will conduct a random draw from all eligible entries received during the Breakfast Television live broadcast. Breakfast Television will call the finalist on the morning of January 2, 2024 to tell them they've won.

Should the winner not be available via the telephone call – they will be contacted by Rogers within 10 business days to ensure the prize is received.

## 12. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

Before being declared a winner, a potential winner must:

- (a) correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) be in compliance with these Official Rules;
- (c) sign and return, within any designated time period, a release of liability and consent to publicity form (the “**Release Form**”) and any other documentation as reasonably required. If the potential winner is a minor, their parent or legal guardian must sign and return the Release Form. The Sponsors may require winner’s guest(s) to sign and return, within any designated time period, a Release Form and any other documentation as reasonably required, as a pre-condition to participation in the prize. In the event any guest is a minor, the parent or legal guardian of the guest will be required to sign and return such paperwork on behalf of the minor guest; and
- (d) at the request of the Sponsors, provide proof of identification to confirm eligibility or to claim a prize, or provide proof that they are the authorized account holder of any account associated with the selected entry.

## 13. WHAT ARE THE ODDS OF WINNING THE PRIZE?

The odds of winning depend on the number of eligible entries received.

## 14. HOW DO I CLAIM THE PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised. If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

## 15. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest. By accepting a prize you:

- (a) grant to the Sponsors the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;
- (b) agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the “**Publicity Material**”) may be used by the Sponsors or their licensees, successors, or assigns (collectively, the “**Publicity Parties**”) in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- (c) acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and

- (d) waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

## **16. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?**

By entering the Contest, you consent to Rogers' collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at [www.rogers.com/web/content/Commitment-to-Privacy](http://www.rogers.com/web/content/Commitment-to-Privacy) (the "**Rogers Privacy Policy**"), for purposes of administering the Contest as described in these Official Rules.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, "**Commercial Communications**") from the Sponsors or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law;
- (b) you elect to receive Commercial Communications from a party other than Rogers;
- (c) to coordinate the fulfillment or provision of the prize with the Prize Provider; and/or
- (d) if you have been asked to sign and return a Release Form or other documentation in accordance with the terms of these Official Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability.

**ROGERS' DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY'S PRIVACY POLICY AND PRACTICES.**

## **17. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?**

The Releasees assume no liability for the following:

- (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- (b) any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- (d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- (g) anyone being incorrectly or mistakenly identified as a winner or potential winner; and/or
- (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

Without limiting any of the foregoing, : Universal City Development Partners, Ltd., d/b/a Universal Orlando Resort, in Orlando, Florida is merely the prize provider of the Vacation Package for the Contest, and neither it nor its parent, subsidiaries or affiliates are in any way responsible for the administration, execution or management of the Contest.

#### **18. WHAT LAWS APPLY TO THE CONTEST?**

The Contest is subject to applicable federal, provincial and municipal laws and regulations. Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.

#### **19. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?**

The Sponsors reserve the right, in their sole discretion, to cancel, modify, or suspend the Contest or amend these Official Rules at any time, for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required.

You may not amend these Official Rules in any way.

#### **20. COULD THE SPONSORS DISQUALIFY OR BAN SOMEONE FROM A CONTEST?**

The Sponsors reserve the right, in their sole discretion, to disqualify any entrant from the Contest, or prevent any entrant from future participation in a contest, that has:

- (a) resold or attempted to resell a prize, in whole or in part;
- (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest and/or the Contest Website;
- (c) provided false or misleading information;
- (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; and/or
- (e) otherwise violated these Official Rules.

#### **21. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?**

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

#### **22. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?**

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.