

Standard Contest Rules - TRIP OR TREAT 2023 McGowan Home Team

THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTEST AND GIVEAWAYS ADMINISTERED BY MCGOWAN HOME TEAM. THE CONTEST IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTESTS CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. To be eligible to enter a Contest, an individual must:
 - Be a legal resident of, and the age of majority in, the province of Ontario.
 - Be a new or current client with McGowan Home Team to buy or sell property.

2. **CONTEST PERIOD.** The contest entry period shall start and end as announced on the McGowan Home Team website on www.mcgowanhometeam.ca (the “**Contest Website**”) after which time the Contest will be closed and no other entries shall be accepted. All purchase or sale deals must close within the 2023 year.

3. **HOW TO ENTER.**
 - New or current clients who use McGowan Home Team’s services for a purchase or a sale in 2023 will be entered.
 - The purchase or sale deal must close within 2023.
 - The Contest prize shall have an approximate retail value of two thousand five hundred Canadian dollars (\$2,500) and shall be announced and described on the Contest website, Facebook, Instagram and/or YouTube at the beginning of the Contest Period. Winners shall not be entitled to receive the difference between the actual prize value and the approximate prize value.
 - Winners will be contacted by the Sponsors or the McGowan Home Team with instructions on how to claim the prize.
 - 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 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.
 - The Sponsors shall not assume any liability for lost, damaged or misdirected prizes.

4. **PRIZE CONDITIONS.**
 - All incidental costs and expenses not specifically referred to herein as part of the prize description (the “**Expenses**”) are the sole responsibility of the prize winner and/or guest(s), where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from the Sponsors.

5. **WINNER SELECTION.**
 - Following the end of the applicable Contest Period, McGowan Home Team will select one (1) entrant by a random draw from all eligible entries received during the Contest Period, unless otherwise indicated. Each entrant shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received for the Contest.
 - Before being declared a winner, the selected entrant(s) shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to

comply with these Contest Rules and may be required to sign and return the Release (described below).

- If the selected entrant does not respond within three (3) business days of notification, he/she will be disqualified and will not receive a prize and another entrant may be selected (as determined by McGowan Home Team in its sole discretion) until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
 - If, as a result of an error relating to the entry process, drawing or any other aspect of a Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants to award the correct number of prizes.
6. **Winners** (and if applicable, any guest of the winner) may be required to execute a legal agreement and release ("**Release**") that confirms his or her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of the Sponsors, if applicable, Facebook, Instagram and YouTube, and each of 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 therefrom; and (iv) grant to the Sponsors of the unrestricted right to produce, reproduce, convert, publish, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt, and otherwise use or re-use the submitted Work, his or her name, image, likeness, comments, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest. The executed Release(s) must be returned within two (2) business days of the date indicated on the accompanying letter of notification or verification as a winner, or the selected individual(s) will be disqualified and any rights he or she may have to the prize will be forfeited.
7. **INDEMNIFICATION BY ENTRANT.** By entering a Contest, each entrant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrants 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. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
8. **RIGHTS CLEARANCE.** By providing the Work to the Sponsors in connection with the Contest (if applicable), each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive licence to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the

creation of the Work or any part thereof. The Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Sponsors that the Work does not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors reserve the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.

9. **LIMITATION OF LIABILITY.** The Sponsors assume 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 Sponsors are 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 Sponsors 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 Sponsors are 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 or otherwise. The Sponsors are not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the 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 Sponsors assume 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 Sponsors, 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 the Contest and/or the Contest Website.
10. By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve 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 any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any the Sponsor's 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 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 SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. If applicable, winners (and guests, if applicable) must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. The Sponsors reserve

the right to remove from any prize-related locations, any winner and/or guest who breaks such rules and/or fails to behave appropriately and to disqualify such winner and/or guest.

11. PRIVACY / USE OF PERSONAL INFORMATION.

- By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use his/her personal information provided when he/she enters the Contest and the Work (if applicable) (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the winners and coordinating the provision of the Contest prize; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of the Sponsors in connection with any of the activities listed in (i) and/or (ii) above.
- McGowan Home Team will only use each entrant’s Personal Information only for identified purposes.

13. 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 the Sponsors and/or their affiliates. 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.

14. TERMINATION McGowan Home Team reserves the right, in their 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.

15. These are the official Contest Rules. The Contests are 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 Sponsors and/or the Contests. 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 Sponsors in connection with the Contests 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.

16. 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.

17. SOCIAL MEDIA. This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook, Instagram and/or YouTube. Any personal information provided in connection with the Contest is being provided to McGowan Home Team and not to Facebook Instagram and/or YouTube. Any questions or comments regarding a Contest must be directed to McGowan Home Team and not to any of the social media platforms on which the Contest may have been advertised or administered.