

# **“The Great Salmon Hunt” Contest Rules (the “Contest”)**

## **Official Contest Entry Rules**

THIS CONTEST IS ONLY OPEN TO CANADIAN RESIDENTS (EXCLUDING QUEBEC) AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ONTARIO. NO PURCHASE NECESSARY TO ENTER OR WIN.

**“The Great Salmon Hunt” Contest (the “Contest”) is administered by MD Marine Insurance, a Division of McLean & Dickey Ltd. (the “Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the Sponsor at 174 West St. S, Orillia, ON L3V 6L4. By participating in this Contest, each contestant agrees to be legally bound by these Official Contest Entry Rules (the “Rules”).**

### **1. CONTEST PERIOD**

The Contest begins on July 2, 2020 at 12:00 a.m. Eastern Time (“ET”) and ends on September 6, 2020 at 11:59 p.m. ET (the “Contest Period”). Contest Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible entries

### **2. ELIGIBILITY**

The Contest is open to all residents of Canada (excluding Quebec) who have reached the age of majority in their province or territory of residence at the time of entry, except employees (and those with whom such employees are domiciled) of the Sponsor, its affiliated companies or agents, advertising and promotion agencies and the Contest judges.

### **3. PRIZE**

- a. Grand Prize: There is a total of **one (1)** Grand Prize available to be won consisting of:

Two (2) Optimum 10 TS BT  
Two (2) 10 pound Flash Weight  
Two (2) 24" Aluminum Mounting Track  
Two (2) 4" Aluminum Fixed Base Pedestal Mount  
Two (2) Universal Line Release  
Two (2) Adjustable Road Holder - Dual Axis  
One (1) HELIX 9 Chirp M+SI GPS G3N

Total approximate retail value of the prizes is \$8,000. All amounts in these Rules are in Canadian dollars.

#### 4. HOW TO ENTER

- a. To enter the Contest for a chance to win the Grand Prize, the contestant must complete either the Online Entry at [www.mdmarine.ca/great-salmon-hunt](http://www.mdmarine.ca/great-salmon-hunt) (the "Contest Website") during the Contest Period.
- b. Contestants can only use the Contest Website to register for the Contest one (1) time in total. If it is discovered that a contestant has attempted to: (i) enter more than one (1) time or (ii) use (or attempt to use) multiple names, email addresses or identities to enter, or otherwise participate in, the Contest, then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from participating in the Contest and all of his/her entries may be disqualified. Use (or attempted use) of multiple identities, email addresses and/or any automated system to register for or otherwise participate in this Contest is prohibited and is grounds for disqualification.

For greater certainty, no contestant may register for the contest more than once.

- c. Contestants who participate in the Contest agree to permit Sponsor to confirm their eligibility; any contestant who cannot be verified will not be eligible for the Contest.

#### 5. DRAW & WINNER SELECTION PROCESS

- a. On **September 7th, 2020 at 2:00 pm ET** (the "**Draw Date**") in the city of Orillia, Ontario, at the offices of the Sponsor, **one (1)** entry will be randomly selected from all eligible entries received by Sponsor during the Contest Period. The contestant who owns the selected entry, and who is otherwise eligible to win, will be the selected contestant who is eligible to win the Prize subject to compliance with these Rules.
- b. The odds of winning the Grand Prize are dependent on the number of entries received by Sponsor during the Contest Period in accordance with these Rules.
- c. Sponsor will attempt to contact the selected contestant within seven (7) days of the Draw Date. If the Sponsor is unable to arrange an in person meeting within seven (7) days of the Draw Date, If the selected contestant cannot be contacted (i.e. does not reply to the email from the Sponsor or its representative) within ten (10) days of the Draw Date, then he/she may be disqualified (and will forfeit all rights to the Grand Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate selected contestant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected contestant).
- d. In order to be declared the confirmed Grand Prize winner, the selected contestant (or, if he or she is a minor in his/her province or territory of residence, his/her

parent or legal guardian) must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, correctly answer, in person, a time-limited mathematical skill testing question without assistance of any kind, whether electronic or otherwise, and sign and return within five (5) business days of notification by e-mail, a Declaration and Release prepared by the Sponsor which, among other things: (i) confirms compliance with these Rules;

- i. acknowledges acceptance of the prize, as awarded;
- ii. releases the Releasees (as defined in Section 7(f)) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of any prize; and
- iii. allows the Licensees (defined in Section 7 (h)(i.) below) to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements made regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification.

If the selected contestant:

- i. does not correctly answer the mathematical skill-testing question in the time and manner prescribed;
- ii. fails to return the properly executed Declaration and Release within the specified time;
- iii. cannot accept the prize for any reason; or
- iv. otherwise fails to comply with the Rules;

**then he/she will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select by random draw from among all remaining eligible entries an alternate selected contestant as the potential winner of the Grand Prize (in which case the foregoing provisions of this section shall apply to such new potential prize winner). Notwithstanding any other provision of these Rules, the Sponsor reserves the right to determine how the presentation of a prize will occur and this may be either in a media event, by mail or in person.**

## **6. PRIZE DELIVERY**

- a. The Sponsor or its representatives will arrange for the winner to be contacted to arrange an in-person appointment, at a mutually agreeable time, with a representative to deliver the Grand Prize. Please allow six (6) to eight (8) weeks for appointment booking.

## 7. GENERAL TERMS AND CONDITIONS

- a. The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any contestant in this Contest, or purportedly earned, by such contestant to be considered valid for the purposes of this Contest. Contestants whose entry cannot be verified to the satisfaction of Sponsor in its sole and absolute discretion may be disqualified from the Contest and will not be eligible to win the Grand Prize. The sole determinant of the time for the purposes of a valid registration and/or entry in this Contest will be the Contest server machine(s) in Eastern Time.
- b. The Releasees (defined below in Section 7(f)) will not be liable for: (i) any failure of the Contest website, Sponsor servers or other sponsored sites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) any injury or damage to a contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (iv) any combination of the above.
- c. **Acceptance of Prize:**
  - i. Prize must be accepted as awarded and are not transferable or assignable (except in Sponsor or any prize supplier's sole and absolute discretion);
  - ii. The costs of everything not specifically stated as included in the prize are the sole responsibility of the winner;
  - iii. If the winner does not utilize any part(s) of his/her prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place;
  - iv. Sponsor and prize supplier reserves the right at any time to:
    - 1. Place reasonable restrictions on the availability or use of the prizes or any 5 component thereof; and
    - 2. Substitute a prize or a component thereof for any reason with a prize or a prize component of equal or greater value.

- v. By accepting a prize, the winner agrees to waive all recourse against the Releasees (as defined in Section 7(f)) if the prize or a component thereof does not prove satisfactory, either in whole or in part.
- d. By entering the Contest, each contestant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules.
- e. The Sponsor reserves the right, in its sole and absolute discretion, to void any entry and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that, in the Sponsor's sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any contestant, entry, with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

- f. By entering or attempting to enter the Contest, each contestant and/or purported contestant agrees to release, discharge, and forever hold harmless the Contest Group Entities, and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the "**Releasees**") from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the contestant's participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of any prize. The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest Website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any

combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest.

- g. For greater certainty, where the selected contestant is under the age of majority in his/her province or territory of residence, as a pre-condition to the selected contestant being declared the winner and receiving the prize, the parent or legal guardian of the selected contestant must consent in writing to the selected contestant being declared a winner and receiving a prize and must also sign and return to the Contest Sponsor the Sponsor's form(s) of Declaration and Release documentation.

**h. Name/Image of Winners:**

- i. By entering the Contest, each contestant:
  - 1. grants to the Sponsor, its affiliates, and the suppliers of prizes (collectively, **Licensees**"), in perpetuity, a non-exclusive, irrevocable license to publish, display, reproduce, modify, edit or otherwise use (as the Licensees may in their sole discretion deem appropriate and without right of approval by the contestant) his/her name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), globally, without any compensation or further attribution or notification;
  - 2. agrees that anything created by the Licensees which is derived from the contestant's voice, photograph, image, likeness or any statements the contestant make regarding a prize, is owned by the Sponsor, its affiliates or prize suppliers, as applicable; and
  - 3. on his/her own behalf, and on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined in Section 7(f)) from and against any and all claims (whether known or unknown, in law or in equity) that he/she or any of his/her heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the entry, or use of his/her name,

photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice.

- ii. Subject to subsection (i) above, if a contestant has any questions or does not wish the Sponsor to use any or all of his/her name, photograph, image, likeness, biographical information, any statements made regarding the prize, place of residence, and/or voice for purposes other than Contest administration, please contact the Sponsor at 174 West St. S, Orillia, ON, L3V 6L4 or [info@mdmarine.ca](mailto:info@mdmarine.ca).
- i. **Dispute** – In the event of a dispute regarding who submitted an entry, entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “**Authorized account holder**” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A contestant may be required to provide proof that he/she is the Authorized account holder of the email address associated with the selected entry and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.
- j. By entering this Contest, each contestant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Contest and in accordance with Sponsor’s privacy policy (<https://www.mdmarine.ca/privacy-policy>), unless the contestant otherwise specifies by giving Sponsor notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, these Rules shall prevail, govern and control.
- k. For a list of the prize winners, available after September 7 , 2020, the contestant must send a letter along with a self-addressed postage stamped envelope to “Great Salmon Hunt Winner’s Request List, at 174 West St. S, Orillia, ON, L3V 6L4. The winners first initial, last name and city of residence will be available until December 31st, 2020.
- l. This Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of contestants and entries.