

## THE CANADIAN INDEPENDENT BOOKSELLERS ASSOCIATION “CANADIAN INDEPENDENT BOOKSTORE DAY 2021” CONTEST RULES

### 1. CONTEST PERIOD:

The Canadian Independent Bookstore Day 2021 Contest (the “**Contest**”) begins on Saturday, April 24, 2021 at 6:00:00 a.m. Eastern Time (“ET”) and ends on Sunday, April 25, 2021 at 11:59:59 p.m. ET (the “**Contest Period**”).

### 2. ELIGIBILITY:

The Contest is open to all legal residents of Canada who have reached the age of majority in their province/territory of residence at the time of entry, excluding employees, administrators or board members of the Canadian Independent Booksellers Association (“**CIBA**” or the “**Sponsor**”). By participating in this Contest, you agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”).

### 3. SWEEPSTAKES ENTRY:

#### a. Purchase Entry:

You must first (i) purchase a minimum of one (1) book from a Canadian independent bookstore, in-store, over the phone for curbside pick-up, or online, between April 24, 2021 at 6:00:00 a.m. ET and April 25, 2021 at 11:59:59 p.m. ET to enter the draw. Then you must (ii) review prize information available on [www.cibabooks.ca](http://www.cibabooks.ca) and fill out a contact information form for the prize(s) of your choice between April 24, 2021 at 6:00:00 a.m. ET and April 25, 2021 at 11:59:59 p.m. ET. In the case of multiple books purchased, you must (iii) indicate which prize draw(s) you would like to enter and allocate your entries accordingly. A prize entry form must be filled out for each draw you would like to enter. Proof of purchase will be required as part of each entry form to verify eligibility.

#### b. No Purchase Necessary Entry:

To enter without making a purchase, print your full name, complete mailing address (including postal code) and ten (10) digit telephone number on a plain piece of paper and mail it in a sealed postage prepaid envelope along with a two-hundred and fifty (250) word or more unique and original essay (the “**Essay**”) on “Why I Love to Shop at Independent Bookstores” to: Canadian Independent Bookstore Day 2021 Contest, 188 Dublin St. N, Guelph, ON N1H 4P2. To be eligible, your Essay must: (i) be received in an envelope bearing sufficient postage; and (ii) be postmarked between April 1, 2021 and April 20, 2021 and received no later than April 25, 2021, 2021. The Released Parties (defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Essays (all of which are void) (“**No Purchase Entry/Entries**”).

Purchase Entries and No Purchase Entries are referred to as “**Sweepstakes Entries**.”

### 4. ENTRY LIMIT AND SPONSOR’S RIGHT TO VERIFY:

There is no limit on the number of Purchase Entries per person permitted during the Contest Period, and there is a limit of one (1) Essay per week per person during the Contest Period. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has: (i) attempted to receive more than one (1) Essay per week; or (ii) used or

attempted to use multiple names, identities and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries, regardless of how they are submitted (all of which are void). All Entries and Essays are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry or Essay; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor.

## **5. THE PRIZES AND APPROXIMATE RETAIL VALUE:**

There will be eighteen (18) draws available for entry. There will be one (1) prize per draw. Each draw varies but will consist of between one (1) and ten (10) winners. These prizes are experiential in nature and, in most cases, priceless. The prizes are: invitation to “Virtual Indigenous Language Fest” (priceless/no cash value); “Virtual Murder Mystery Event with Deanna Cameron” (approx. cash value: \$250); “Virtual Paint from Life Workshop with Briana Corr Scott” (approx. value: \$100); “Virtual Tea with Genevieve Graham” (approx. cash value \$50); “Virtual Formline Art Preview with Hetxw’ms Gyetxw” (priceless/no cash value); “Virtual Paint Workshop with Jennifer Hosein” (approx. cash value: \$75); “Virtual Tea with Maureen Jennings” (approx. cash value \$50); “Virtual Cooking Lesson with Alka Joshi” (priceless/no cash value); “One-on-One with Linda Leith” (priceless/no cash value); “Virtual Discussion Between Jonathan Manthorpe and Hugh Segal” (priceless/no cash value); “Virtual Baking Lesson with Marissa Stapley” (approx. cash value: \$75); “Gift Card to Your Local Indie” (value: \$250); “Virtual Classroom Visit with Lisa Bowes” (priceless; no cash value); “Virtual Art Workshop with Sara de Waal” (priceless; no cash value); “Virtual Art Workshop with Irene Luxbacher” (priceless; no cash value); “Virtual Classroom Visit with Ruth Ohi” (priceless; no cash value); “Family Illustration by Debbie Ridpath Ohi” (priceless; no cash value); “Virtual Wildlife Workshop with Les Stroud” (priceless; no cash value). The total cash value of all prizes is approx. \$850, but the bulk of prizes are priceless. Each prizewinner will be selected from a dedicated draw for that prize.

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) no financial compensation will be made when or if the actual value is different from the approximate retail value outlined in these Contest Rules; (ii) each Prize must be accepted as awarded and is not transferable, or convertible to cash (except as may be permitted in the Sponsor’s sole and absolute discretion); (iii) Prizes for which a specific date and time have been set and communicated during the entry process are not changeable by prizewinners unless agreed upon between the ; (iv) by accepting a Prize, the winner agrees to waive all recourse against the Releasees (defined below) if the Prize or a component thereof does not prove satisfactory, either in whole or in part; (v) PST, GST, HST and other such taxes are included in the Prize amount; and (vi) gift certificates or other formats in which components of the prizes are awarded are subject to all of the terms and conditions of the issuer. Each Prize will only be awarded to the entrant whose verifiable full name, address, phone number and mailing address appear on the official Contest Entry form, or who was deemed a selected eligible entrant.

## **6. WINNER SELECTION:**

Sweepstakes Draws and Winner Selection: Grand Prize Draw: on April 26, 2021 (the “Draw Date”) at approximately 12:00 noon ET in Ottawa, ON, eligible entrants will be selected by random draw from

among all eligible Entries received in accordance with these Rules. The odds of winning depend on the number of eligible Entries received during the Contest Period.

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the selected entrants (using the information provided on the Entry Form) via email and phone within five (5) business days of each Draw Date. If the selected entrant cannot be contacted within five (5) business days of the applicable Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

BEFORE BEING DECLARED A CONFIRMED PRIZEWINNER, each selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within five (5) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

## **7. GENERAL CONDITIONS:**

By entering this Contest, each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as telephone number, home address) by the Sponsor or its agents only for the purpose of implementing, administering and fulfilling the Contest. By participating, each entrant agrees to release, and hold harmless the Released Parties from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of a Prize or a portion thereof. The Released Parties are not responsible for and shall not be liable for: (a) any electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or any human error which may occur in the processing of Entries and/or eligible transactions; (b) lost, late, misdirected, incomplete or incorrect Entries (regardless of how they are submitted); (c) any condition caused by events beyond the control of the Released Parties that may cause the Contest to be disrupted or corrupted; and/or (d) tampering, thefts, defects or typographical errors in materials. For residents of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

All Entries and Essays become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries, Eligible Transactions, Essays, and/or

entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

In the event of a dispute regarding who submitted an Entry via the purchase method (Rule 3a), Entries will be deemed to have been submitted by the person whose verifiable full name is associated with the email address used to enter (as determined by Sponsor in its sole and absolute discretion). In the event of a dispute regarding who submitted an Entry via the no-purchase method (Rule 3b), Essays will be deemed to have been submitted by the individual whose verifiable full name appears on the Essay. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is: (i) the primary authorized account holder of the email address associated with the Entry in question; or (ii) the individual whose verifiable full name appears on the Essay (as applicable).

The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, 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 interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable 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 entrant, Entry, eligible transaction, or Essay with these Rules, or as a result of any technical or other 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, or for any other reason.

### **Mini Rules**

No purchase necessary. Contest runs April 24, 2021 at 6:00:00 am ET to April 25, 2021 at 11:59:59 pm ET. Open to residents of Canada who are of the legal age of majority. 18 prizes consisting of majority priceless experiences and variable conditional items ranging in retail value up to five hundred dollars (\$500); some prizes may allow for multiple prizewinners up to a total of ten (10) prizewinners per prize. Mathematical skill-testing question required. Full rules, including purchase entry/no purchase entry and prize details, at [www.cibabooks.ca](http://www.cibabooks.ca).