

Niagara Falls Tourism

Shrek the Halls in Niagara Falls Getaway Contest Rules



1. To enter the Shrek the Halls in Niagara Falls Getaway Contest (the "Contest"), entrants must complete the online entry form as required in the Contest announcement in order to be eligible. All fields are mandatory and must be filled out in order to qualify. Contest will run from October 10, 2008 until November 10, 2008. Entries received after the deadline are ineligible, null, and void. NIAGARA FALLS TOURISM will not be responsible for, and will not consider, incomplete or incorrect entries. NIAGARA FALLS TOURISM is not responsible for entries that are sent but not received by NIAGARA FALLS TOURISM for any reason.
2. Only one entry per e-mail address will be considered for Contest entry, unless multiple entries are specifically allowed in the Contest announcement.
3. The Contest will state a deadline for entry (November 10, 2008) and an approximate date when the winners will be announced (no later than 10 days after the Contest has closed). A list of winners will be posted to the website once they have been chosen. Additionally, they may be obtained by sending a self-addressed, stamped (first-class postage) envelope to NIAGARA FALLS TOURISM requesting the list.
4. No purchase or payment of any consideration is necessary to enter the Contest.
5. All entrants and winners must be at least 18 years of age. The grand prize winner must also be a resident of Canada.
6. NIAGARA FALLS TOURISM reserves the right in its sole and absolute discretion to alter any contest rules at any time.
7. The Contest is null and void in any jurisdiction where prohibited by law.
8. Winners are picked at random and the odds of winning depend upon the number of entries received and cannot be determined in advance.
9. All winners will be notified via e-mail. If the winner does not respond to the notification within five (5) business days, another winner will be chosen. Failure to respond within five (5) business days shall mean that the winner forfeits the prize.
10. By entering the Contest, you give NIAGARA FALLS TOURISM and its partners permission to send you print or electronic offers, deals, information, and other materials. You will have the opportunity to opt-out of these offers, deals, information and other materials at your own discretion.
11. You agree to hold NIAGARA FALLS TOURISM, WINTER FESTIVAL OF LIGHTS, AERIAL COMMUNICATIONS GROUP, PARAMOUNT HOME ENTERTAINMENT and their officers, directors, members, partners, employees, agents, successors, and assigns harmless

from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with NIAGARA FALLS TOURISM's use of the information submitted to NIAGARA FALLS TOURISM and used in any manner in NIAGARA FALLS TOURISM's sole and absolute discretion.

12. NIAGARA FALLS TOURISM, WINTER FESTIVAL OF LIGHTS, AERIAL COMMUNICATIONS GROUP, PARAMOUNT HOME ENTERTAINMENT, and their officers, directors, members, partners, employees, agents, successors, or assigns shall not be liable for any warranty, costs, damages, injury, or any other claims incurred as a result of the usage of a prize by any winner. NIAGARA FALLS TOURISM, WINTER FESTIVAL OF LIGHTS, AERIAL COMMUNICATIONS GROUP, and PARAMOUNT HOME ENTERTAINMENT are not liable for any loss arising out of or in connection with any contest promoted by NIAGARA FALLS TOURISM.

13. NIAGARA FALLS TOURISM reserves the right to condition the award of prizes upon the execution by the winner(s) of a publicity release. Notwithstanding this reserved right, entry is conclusively deemed to be permission by the entrant to use the entrant's name (without compensation to the entrant) if the entrant is a winner to publicize the Contest and otherwise, as determined by NIAGARA FALLS TOURISM, unless prohibited by law.

14. NIAGARA FALLS TOURISM reserves the right to require the winner to execute an affidavit of eligibility as a sworn document and provide other proof of eligibility as a condition of receipt of the prize or award.

15. By entering the Contest, you conclusively are deemed to have agreed to be bound by these Contest rules and terms and conditions as well as by any rules specific to such contest. This is an irrevocable condition of entry.

16. The Contest is subject to all applicable federal, provincial and municipal laws and regulations. By entering this Contest, each entrant consents to the collection, use and distribution of his or her personal information (information that identifies an entrant as an individual, such as home telephone number and home address) by NIAGARA FALLS TOURISM for the purposes of implementing, administering and fulfilling this Contest.

17. If the identity of an on-line entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s).

18. There will be one (1) Grand Prize awarded consisting of return transportation for four (4) people from a major airport nearest the grand prize winner's home (this can be substituted with transportation from the train station nearest the grand prize winner's home); ground transportation to and from the arriving airport (or train station); local accommodations for a two-night stay in Niagara Falls, Canada; a rental car for the duration of their stay in Niagara Falls,

Canada; \$500 in spending money and a variety of free attraction passes. There will also be fifty (50) secondary prizes awarded consisting of a "Shrek the Halls" DVD.

Gratuities, other entertainment, merchandise, souvenirs, local and long distance telephone calls, medical, taxes, travel and cancellation insurance and all personal expenses of any kind are not included and are the sole responsibility of the Grand Prize winner and his/her travel partners. Grand Prize must be taken during the November 28 - 30, 2008 weekend, and will not be rescheduled or substituted once booked. No responsibility is assumed by the released parties for cancelled, delayed, suspended or re-scheduled events or travel after ticketing for any reason whatsoever beyond its control. Transportation and accommodations are subject to availability, blackout periods, governmental restrictions and regulations. Other restrictions may apply. The Grand Prize winner and his/her travel partners must be available to travel on the dates arranged by NIAGARA FALLS TOURISM.

19. NIAGARA FALLS TOURISM makes no representation or warranties in respect of the prizes and accepts no liability arising in respect of such prizes. All prizes must be accepted as awarded and may not be transferred (other than as allowed for herein), or exchanged and have no cash surrender value. NIAGARA FALLS TOURISM reserves the right to substitute a prize of equal or greater value in the event of the unavailability, for whatever reason, of the advertised prizes.

20. Winners must return a signed Declaration and Release of liability and publicity within a specified period of time, before being entitled to a prize, failing which the prize will be forfeited. The winners of the Grand Prize must also arrange for the signature and return of a Declaration and Release by the winner's travel partners before being entitled to a prize. If the Grand Prize winner's travel partner(s) is a minor, such person must have consent from their parent or legal guardian who must sign the Declaration and Release on their behalf. Decisions by the NIAGARA FALLS TOURISM are final and without appeal in all matters related to this Contest and the awarding of prizes.

21. No communications will be entered into except with the selected entrants who will be notified by telephone.

22. NIAGARA FALLS TOURISM, the Contest organizers and their respective parents, subsidiaries and affiliates, the suppliers of prizes or services related to the Contest, and their respective advertising, promotion and production agencies and other agents or representatives will not, under any circumstances, be responsible for, or liable to any Contest entrant or any other person for:

(a) Any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest entries, regardless of cause;

(b) Any failure for any reason whatsoever of the selected entrant to receive a prize notification email;

(c) Any changes in e-mail addresses or e-mail address assignments after Contest entry forms are submitted;

(d) Any computer, online, telephone, technical malfunctions or errors that may occur, regardless of the cause; or

(e) Any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of market, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest or the submission of entries to the Contest or participation in the Contest or the Contest prize, or the use of the niagarafallstourism.com

website (including the downloading of any materials from that website) and regardless of the cause or any negligence by NIAGARA FALLS TOURISM or anyone for whom NIAGARA FALLS TOURISM is responsible, and notwithstanding that NIAGARA FALLS TOURISM may have been advised of the possibility of such loss or damage being incurred.

23. The released parties assume no responsibility for lost, stolen, delayed, damaged, illegible or misdirected entries or entries that have been submitted through illicit means, or do not conform to or satisfy the Rules or for failure of the website during the promotional period, for any problem or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or traffic congestion on the internet or any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. NIAGARA FALLS TOURISM reserves the right, in its sole discretion; to cancel or suspend the e-mail portion of this Contest should a virus, bug or other cause beyond the reasonable control of NIAGARA FALLS TOURISM corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, the released parties reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. NIAGARA FALLS TOURISM is not responsible for any errors or omissions in printing or advertising this Contest.

24. Winner and travel companion, by acceptance of their prizes, agree to release NIAGARA FALLS TOURISM, the released parties and their respective parents, subsidiaries and affiliates, the suppliers of prizes or services related to the Contest, and their respective advertising, promotion and production and production agencies and other agents or representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for, participating in and/or traveling to any prize-related activity or arising out of or in connection with any contest promoted by NIAGARA FALLS TOURISM.

25. Decisions of NIAGARA FALLS TOURISM in respect of any aspect of the Contest are final and binding on all entrants.

Any inquiry concerning the personal information held by NIAGARA FALLS TOURISM should be addressed to:

NIAGARA FALLS TOURISM

5400 Robinson Street
Niagara Falls, Ontario L2G 2A6
Toll-Free: (800) 563-2557