

“Stop the clock” CONTEST

Rules and Regulations

1. The “Stop the clock” contest is held by Scandinave Spa Mont-Tremblant (the “Contest Organizer”). The contest will run on August 11, 2024 at 8:00 AM (ET) to 1:30 PM (ET) (“Contest Period”).

ELIGIBILITY

2. This contest is open to legal residents of Quebec who have reached the age of majority in their province or territory of residence, who have an Instagram account at the time of entry, and who have completed the online entry form. Employees, representatives and agents of the Contest Organizer, any company, corporation, trust or other legal entity controlled by or related to them, their advertising and promotional agencies, suppliers of materials and services for this contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse and all persons with whom these employees, representatives and agents are domiciled, are excluded.

HOW TO ENTER

No purchase necessary.

3. To enter the Contest, complete the online entry form on the Contest Organizer’s website. In doing so, you signify that you have read and agree to these Rules and Regulation. You will then have obtained (1) contest entry.

4. Entry limits. Entrants must comply with the following limits or be disqualified:

4.1 One entry form per person during the Contest Period.

4.2 One Instagram account per person and one entry form per person.

PRIZES

5. Two (2) thermal journey without reservation (value of \$105 per journey). Total prize value is \$210.

The products being offered as prizes may differ subject to availability, and the selection is in the sole discretion of the Contest Organizer. Awarded prizes may differ from those shown in contest publicity images.

6. Odds of winning. The odds of an entry form being selected for a prize will depend on the number of eligible entry forms received during the Contest Period at the time of entry.

PRIZE DRAW

7. One (1) draw will be held during the Contest Period on August 12, 2024 at 12:00 PM (ET). The random draw will take place at the offices of the Contest Organizer in Mont-Tremblant for one (1) potential winner from all eligible entry forms received during the Contest Period.

AWARDING OF PRIZES

8. To be declared a winner, an entrant selected for a prize must:

8.1 have been contacted by email by agents of the Contest Organizer within two (2) business days of the draw corresponding to the Contest Period at the time of entry;

8.2 complete and sign the declaration form (“Declaration and Release”) sent by email by the Contest Organizer, attesting that the entrant has complied with all conditions stipulated in the Contest Rules and Regulations, and return the form by email within two (2) business days of its receipt;

8.3 correctly answer the mathematical skill-testing question on the Declaration form;

8.4 complete the Declaration and Release form with full name and mailing address so that the Contest Organizer may ship the prize by mail (or arrange for it to be picked up by the winner at Scandinave Spa Mont-Tremblant).

8.5 on request and in a timely fashion, provide proof of identity with photograph.

9. Failure to comply with any of the conditions in the Contest Rules and Regulations or to accept the prize will result in disqualification of the entrant. In such a case, the Contest Organizer will hold another draw for that same Contest Period until a winning entry has been selected and declared the winner of that prize.

10. Within two (2) days of receipt of the duly completed Declaration form, the Contest Organizer will notify the winner of the conditions for claiming the prize.

GENERAL CONDITIONS

11. Verification. Contest entry forms and declaration forms are subject to verification by the Contest Organizer.

Any document that is, as the case may be, incomplete, illegible, mutilated, fraudulent, recorded or transmitted late, contains an invalid email address or telephone number, does not provide the correct answer to the mathematical skill-testing question, or is otherwise noncompliant, may be rejected and will not entitle the entrant to an entry or the prize, as the case may be.

12. Disqualification. The Contest Organizer reserves the right to disqualify a person or to cancel one or more entries from a person who participates or attempts to participate in this Contest by any means contrary to these Rules and Regulations or that is unfair to other participants (e.g., more entries than the permitted limit). That person may be subject to prosecution.

13. Conduct of the Contest. Any attempt to undermine the legitimate operation of the Contest is a violation of civil and criminal laws. Should such attempts be made, the Contest Organizer reserves the right to reject the entrant's entries and seek remedies under the law.

14. Acceptance of prize. Prizes must be accepted as described herein and cannot be transferred in whole or in part to another person or exchanged for another prize or for cash, except as provided in the following paragraph.

15. Prize substitution. In the event that it is impossible, difficult and/or more costly for the Contest Organizer to award a prize (or a portion of the prize) as described in these Contest Rules and Regulations, they reserve the right to award a prize (or a portion of the prize) of the same nature and equivalent value or, in their sole discretion, the monetary value of the prize (or a portion of the prize) as indicated in these Contest Rules and Regulations.

16. Limitation of liability. Use of prize. By participating in this contest, all entrants release the Contest Organizer, any company, corporation, trust or other legal entity controlled by or related to them, their employees, representatives and agents (the "Beneficiaries") from any and all liability for any damage they may incur as a result of accepting or using their prize.

17. Operation of Instagram. The Contest Organizer does not guarantee in any way that the Instagram platform will be accessible or functional and uninterrupted during the Contest Period or that it will be error-free.

18. Limitation of liability. Contest operation. The Beneficiaries reject all responsibility for any malfunction of the Instagram platform or website, any computer component, software or communication line, for the loss or absence of network communication or for any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network and that may limit or prevent any person from participating in the Contest. The Beneficiaries also reject all liability for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or by the transmission of any information related to participation in the Contest.

19. Modification of contest. The Contest Organizer reserves the right, in its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this Contest in the event that an event or any human intervention occurs that could alter or influence the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules and Regulations.

20. Termination of participation in the Contest. In the event that the computer system fails to operate as intended during the Contest Period for any reason, or if participation in the Contest is terminated in whole or in part prior to the end of a Contest Period or the Contest Period as provided for in these Contest Rules and Regulations, the awarding of any remaining prizes may be made at random from among the entries duly recorded during the Contest Period, or up to the date of the event that terminated the participation.

21. Prize limits. In no event shall the Contest Organizer be required to award more prizes or award a prize other than in accordance with these Rules.

22. Limitation of liability: participation in the Contest. By entering or attempting to enter this Contest, each person releases the Beneficiaries from any liability for any damages that he or she may suffer as a result of entering or attempting to enter the Contest.

23. Authorization. Any prize winner authorizes the Contest Organizer and its agents to use, if required, their name, email address, photograph, image, voice, place of residence and/or statement regarding the prize for publicity purposes, without any compensation.

24. Communication with entrants. No communication or correspondence will be exchanged with entrants in connection with this Contest other than in accordance with these Rules or at the initiative of the Contest Organizer.
25. Personal Information. Personal information collected from entrants about themselves in connection with this Contest will be used solely for the administration of this Contest and for the delivery of prizes. By entering the Contest and checking the box, entrants authorize the Contest Organizer to send them communications, commercial or otherwise, unrelated to this Contest as agreed.
26. Ownership. The Declaration forms are the property of the Contest Organizer and will not be returned to participants under any circumstances.
27. Entrant identification. For the purposes of these Rules, the entrant is the person who completes the online form to enter the Contest and to whom the prize will be awarded if declared a winner.
28. Decision of the Contest Organizer. Any decision of the Contest Organizer or its representatives regarding this contest is final and without appeal.
29. Law. These are the official Contests Rules and Regulations. 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 Quebec 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.
30. Intellectual Property. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Contest Organizer 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 the Contest Organizer is strictly prohibited.
31. Severability of subsections. If any subsection of this bylaw is declared or held by a court of competent jurisdiction to be illegal, unenforceable, or invalid, then that subsection shall be deemed to be invalid, but all other subsections that are not affected shall be enforced to the fullest extent permitted by law.
32. Language. In the event of a discrepancy between the French and English versions of these Rules, the French version shall prevail.
33. Social media platform. This Contest is not associated with, managed by or sponsored by any social media platform, including the Instagram platform. Any questions, complaints or comments regarding the Contest must be submitted to the Contest organizer and not to any social media platform. Any social media platform used by the entrant in connection with participation in this Contest and its affiliates, directors, officers, agents and employees is not liable for any claims arising out of, or in connection with, the conduct of this Contest. However, by participating in this Contest and sharing on a social media platform, each participant agrees to abide by the terms and conditions of use, contracts, other policies and/or guidelines governing that platform and releases the Beneficiaries from any and all damages that he/she may suffer as a result of the use of that platform.
34. A French version of these Rules and Regulations is available on request.