# **Full Sweepstake Terms and Conditions**

# **Best Gift Ever Contest**

The Best Gift Ever Contest ("the sweepstake is open to all legal residents of the 50 United States or the District of Columbia.

### **How to Enter:**

- The Best Gift Ever Contest commences at 12:00:01am EST on October 1st<sup>th</sup>, 2016 and concludes at 11:59:59pm EST on November 13th, 2016 ("The sweepstakes period"). The time at which the sweepstake concludes is referred to in these terms and conditions as the "sweepstakes closing time".
- 2. No purchase necessary. To enter the sweepstake, go to Springfree Trampoline web form page and follow the instructions to complete and submit an official entry form. Complete the sweepstakes entry form in full. You must confirm that you have read and agreed to the full sweepstakes terms and conditions and submit your entry online.
- 3. Limit of one entry per customer. All other entries by the same entrant will be considered void. Multiple entries will not increase an entrant's chances of winning.

# **Eligibility:**

- **4.** The contest is only open to legal residents of the 50 United States and the District of Columbia who have reached eighteen (18) years of age on or before the sweepstake closing time.
- 5. The contest is not open to employees, directors, officers, representatives or agents of Springfree Trampoline (the "sponsor") or the sponsor's advertising and promotional agencies or participating retailers.
- 6. An entrant must meet the eligibility requirements of the sweepstake set out in the full sweepstakes terms and conditions from the time of entry until the time he/she is confirmed as the winner. Without limiting any other provisions of these terms and conditions, an entrant will not be confirmed a winner until the completed and signed prize claim form is received at the address, and within the time period set out in paragraph 20 of these sweepstake terms and conditions.
- 7. The sponsor reserves the right to require proof of eligibility, which proof shall be in the form required by the sponsor.
- 8. There is 1 (one) grand prize available to be won at the outset of the sweepstake.
- 9. The grand prize consists of (1) 092 Large Oval Springfree Trampoline, (1) FlexrStep, (1) Flexrhoop, delivery and installation. Approximate retail value of the grand prize is \$2,646 USD. Approximate odds of winning the grand prize depends on the total number of eligible entries received by the sweepstakes closing time.
- 10. Limit of one grand prize per eligible entrant.
- 11. All taxes and other costs not expressly covered by the sponsor are the responsibility of the individual winner.

#### How the Prizes are Awarded

- 12. Random draws ("the prize draws") to award the grand prize, subject to these sweepstakes terms and conditions (including without limitation the prize claim form and skill testing question requirements set out below), will occur on November 14, 2016 at 10:00AM EST in Plano, TX from all eligible entries received by the sweepstakes closing time. The prize draws will be conducted by the sponsor.
- 13. If your entry is selected in the grand prize draw as a potential winner of a grand prize, you will be notified by phone or email to confirm eligibility.
- 14. Prior to be being declared a winner, a prize claim form will be emailed to you for completion (see below for details regarding the prize claim form and the skill testing question requirements).
- 15. If a selected entrant cannot be contacted within 14 days of the draw (including, where an email is sent, if a response is not received within such 14 day period) or if a selected entrant is ineligible or does not comply with the sweepstakes terms and conditions the sponsor reserves the right to declare that such entrant has forfeited his/her opportunity to win a prize and to select an alternate entrant by random draw to win, subject to the sweepstake terms and conditions. The sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners.

## **Skill Testing Question**

- 16. Prior to being declared a winner of the grand prize, a selected entrant must first correctly answer the mathematical skill testing question on the prize claim form provided in the time specified on the prize claim form, without assistance of another person and without any mechanical, electronic or other similar assistance such as a calculator or computer. If a selected entrant is a potential winner of more than one prize, one skill-testing question must be answered per potential prize.
- 17. Where a selected entrant provides an incorrect answer to the mathematical skill-testing question, the sponsor reserves the right to void the entry and select another eligible entrant for the prize.

#### **Prize Claim Form**

- 18. Prize claim forms will include a declaration, publicity consent and release/waiver in the form required by the sponsor.
- 19. Completed and signed prize claim forms must be sent to: Springfree Trampoline 151 Whitehall Drive, Unit 2, Markham, Ontario, Canada, L3R 9T1. The signed prize claim form must be received at the address indicated above no later than 5:00pm EST on November 13, 2016 or the prize will be forfeited. It is recommended that the prize claim form be sent by registered mail with return receipt requested and that a photocopy of your completed prize claim form be kept for your records. All prize claim forms become the property of the sponsor and none will be returned.

- 20. Prize claim forms obtained from unauthorized sources which are illegible, mutilated, altered, forged, counterfeited or irregular in any way are void.
- 21. Prizes will be delivered to the address on the claim form. Please allow 4-6 weeks for delivery.

### **Privacy**

- 22. The sponsor respects your privacy. Subject to paragraph 24, personal information provided on entry forms and otherwise provided in connection with the sweepstake is being and will be collected, used and disclosed by the sponsor and by third party service providers on behalf of the sponsor, only for purposes of administering and conducting the sweepstake, including awarding and delivering prizes ("the purposes") and for no other purpose. For a copy of our privacy policy please visit www.springfreetrampoline.com
- 23. Personal information collected in the connection with this sweepstake will be kept primarily in an electronic database. Should you wish to ask for access to your file and/or ask that information in it be changed, please send a written request to Springfree Trampoline at 151 Whitehall Drive, Unit 2, Markham, Ontario, Canada, L3R 9T1. Within the sponsor, access to your personal information will be limited to persons involved with the purposes.
- 24. In connection with the purposes, your information may be subject to access by regulatory authorities in those jurisdictions.
- 25. If an entrant becomes a winner of this sweepstake, his/her name, the fact that he/she is a winner of this sweepstake, his/her voice/statements and/or any photograph/likeness/video of him/her, may be used, without notice or compensation, in any subsequent publicity or advertising by or on behalf of the sponsor relating to this sweepstake or any similar sweepstake that may be conducted in the future or on behalf of the sponsor.
- 26. No communication will be entered into except with potential prize claimants.

#### General

- 27. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant maybe disqualified. Use of any automated system to participate is prohibited and will result in disqualification.
- 28. All decisions in all matters relating to this sweepstake shall be made in the sole discretion of the sponsor and all such decisions are final and binding on all entrants, subject to the jurisdiction where applicable.
- 29. The sponsor's computer is the sole determinant of receipt of an entry. For clarity, if an entry is received at the contest closing time, it is considered to be received by the contest closing time for purposes of these sweepstake terms and conditions.
- 30. In the event of a dispute as to whose entry a potential winning entry is, the potential winner will be the person identified on the potential winning entry form as the entrant.
- 31. Proof of sending (regardless of method of sending) is not proof of receipt by the sponsor.
- 32. Persons eligible to win the prizes in this sweepstake may not transfer such prizes or substitute such prizes for cash or otherwise and must accept such prizes as awarded. The sponsor reserves

- the right in its absolute discretion to make substitutions of equivalent kind or value in the event of the unavailability of all part of any prize for any reason whatsoever.
- 33. Except the extent prohibited by applicable legislature, each entrant: a) releases the sponsor and all of their employees, directors, officers, agents and representatives (collectively "released parties") from and against any and all claims and liability (including costs and expenses related thereto) in any way relating to or arising in connection with the sweepstake and b) agrees not to make any claim against any of the release parties or any claim against any third party which may result in a claim against any of the released parties, in respect to any matter in any way relating to or arising in connection with the sweepstake. Without limiting the generality of the foregoing and except to the extent prohibited by applicable legislation, each entrant agrees that the released parties are not responsible for a)lost, stolen, late, damaged, destroyed, illegible, incomplete, improperly completed, misdirected or postage-due correspondence (including email) contest entries, prize claim forms as applicable; b) any failure or slowdown of the website or any failure or slowdown of any sweepstake programs or software supporting, connected to or related to the sweepstake; c)any problem, technical malfunction or slowdown of or relating to any telephone network or lines, computer online systems, servers, access providers, equipment or software; d)any other difficulties of whatever nature in the conduct and administration of the sweepstake; and f)any injury or damage to an entrant or any other person or their computer or other property in any way relating to or arising in connection with participating in this sweepstake or downloading any material related thereto.
- 34. Subject to the jurisdiction, the sponsor reserves the right to modify, cancel, suspend and/or terminate the sweepstake at any time and for any reason, without notice. In the event of the sweepstake being cancelled, any remaining prizes still to be won will, in the sponsor's sole discretion, be deemed expired and void and will be ineligible for sweepstake play and without limiting any other provisions of this sweepstake terms and conditions, the released parties shall not have any further liability with respect thereto.
- 35. The sponsor may, in its sole discretion and without notice, terminate the right of any participant in the sweepstake or user of the website to participate in the sweepstake or use of the website.
- 36. Any attempt to deliberately damage or undermine the website and/or legitimate operations of this sweepstake is a violation of criminal and civil laws, and should such attempt be made, the sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 37. All content on the website is the property of the sponsor and used under licence by the sponsor. The sponsor grants a limited license to each user of the website for personal use only. Any non-personal use, including reproduction, modifications, distribution, transmission or display, of the content on the website is strictly prohibited. The released parties are not responsible for the availability or content of any other website to which the website is linked.
- 38. The sweepstake is subject to all applicable federal, provincial and municipal laws and regulations. Any dispute shall be adjudicated in the courts sitting in Charlotte, NC.
- 39. A copy of the full sweepstake terms and conditions is available by sending in a written request, together with a postage-paid self-addressed envelope to: 151 Whitehall Drive, Unit 2, Markham, Ontario, Canada, L3R 9T1.