



## **Davies Smith Developments Contest Rules & Regulations**

### **Contest Rules**

1. The "Register to WIN contest is being held by Davies Smith Developments (the "Contest Organizer"). The contest will run in Ontario from July 17<sup>th</sup>, 2008, until 11:59 p.m. Eastern Time on October 31<sup>st</sup>, 2008 (the "Contest Period").

### **ELIGIBILITY**

2. The contest is open to Ontario residents 18 years of age or over at the time of entering who register their contact information at our affiliated project sites throughout the duration of the contest period. Employees, agents and representatives of the Contest Organizer, its subsidiaries, its advertising and promotional agencies, and the suppliers of products, services and equipment related to this contest as well as their immediate families (brothers, sisters, children, fathers, mothers), their legal or common-law spouses and members of their households are not eligible.

### **HOW TO ENTER**

**No purchase necessary.**

**Basic entry** – register contact information

3. During the Contest Period, those who are eligible must register at any of our project affiliated by:

3.1 registering online

3.2 registering via a registration form

Completing a registration form during the contest period entitles you to one basic contest entry.

### **PRIZES**

#### **Prize 1**

4. Consists of one (1) Apple iPhone 3G having an approximate retail value of five-hundred dollars (\$500) (Service and maintenance plan is not included). The colour is at the discretion of the Contest Organizer. Applicable to all those that register with Ironstone Condominiums and ONYX Condominiums & Lofts.

#### **Prize 2**

5. Consists of one (1) Casa Life Inc. outdoor patio set approximate retail value of twenty-five hundred (\$2500). The color is at the discretion of the Contest Organizer. Applicable to all those that register with The ROWE Condominiums and Hearthstone by the Bay.

### **Draw**

6. On November 1<sup>st</sup>, 2008, in the offices of the Contest Organizer located at 185 The West Mall, Suite 1000, Etobicoke (2) eligible entries will be drawn manually from all entries collected in compliance with these rules throughout the Contest Period. The prizes will be awarded in the order in which they are described in paragraphs 4 and 5.

### **Odds of winning.**

7. The odds of drawing an entry submitted by a contest entrant depend on the total number of entries collected during the Contest Period.

### **Limit.**

8. There is a limit of one prize per person and per household.

### **AWARDING OF PRIZES**

9. To be declared a winner, any participant whose name is randomly drawn must:

9.1. Be reached by telephone or e-mail by the Contest Organizer within ten (10) business days of the draw.

**10.** Any winner who fails to comply with any of the conditions in these contest rules will automatically be disqualified and will not collect the prize. In such a case, the Contest Organizer reserves the right to hold a new draw for this prize from among the remaining entries, excluding those already selected for a prize. The same conditions will still apply, with the method for awarding the prize amended as necessary. Similarly, if a winner rejects a prize, the Contest Organizer may at its sole discretion hold a new draw for this prize until an entry is selected and the entrant declared the winner. If no winner is identified for a prize within sixty (60) days of the original draw, the Contest Organizer may cancel this prize at its sole discretion. No compensation or other form of indemnification will be granted.

**11.** Each winner will receive his or her prize within six (6) to eight (8) weeks from the contest draw date noted in paragraph 6.

### **GENERAL CONDITIONS**

**12.** Electronic and manual entries are subject to verification by the Contest Organizer. Any electronic or manual entry that is incomplete, fraudulent, altered, late, illegible or is otherwise noncompliant will be rejected and will not entitle the entrant to an entry or, if applicable, to the prize.

**13.** The Contest Organizer reserves the right to disqualify any entrant or cancel one or more entries by anyone who enters or attempts to enter this contest using methods that do not comply with these contest rules or that are unfair to the other entrants (for example: plagiarism, participation that exceeds the limit, piracy, etc.). Such an entrant may be reported to the appropriate authorities.

**14.** Any decision by the Contest Organizer or its representatives regarding this contest is final and without appeal, subject to a ruling by the Alcohol and Gaming Commission of Ontario on any issue under its jurisdiction.

**15.** By participating in the contest, any entrant selected to win a prize indemnifies and holds harmless the Contest Organizer, its subsidiaries, its advertising and promotional agencies, and their employees, agents and representatives, from any liability for damage resulting from the acceptance or use of the prize. To be declared a winner and prior to accepting a prize.

**16.** The winners also recognize that the only warranty applicable to the prizes is the one offered by the manufacturer, and they release Davies Smith Developments and its subsidiaries (Appleby Burlington Ltd., Marine Parade Drive Ltd., Victoria Charles Inc., and Solstice Two Ltd.) from any responsibility in this regard.

**17.** Prizes must be accepted as described in these contest rules and may not be transferred, replaced by another prize or exchanged in whole or in part for cash, except as provided in the section below.

**18.** In the event that, for reasons unrelated to the winners, it is impossible, difficult and/or more costly for the Contest Organizer to award a prize as described in these contest rules, the Contest Organizer reserves the right to replace the prize with one of the same kind and of equivalent value or, at its sole discretion, with the cash value of the prize as indicated in the contest rules.

**19.** The Contest Organizer, its affiliates, its advertising and promotional agencies, and their employees, agents and representatives disclaim all liability for the malfunctioning of any computer component, software or communications line, for the loss or lack of a communications network or for any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network, and that may limit or prevent any entrant's participation in the contest. The Contest Organizer, its affiliates, its advertising and promotional agencies, and their employees, agents and representatives also disclaim 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, software or other element, or by the transmission of any information for purposes of the contest.

- 20.** The Contest Organizer in no way guarantees that the contest Web sites will be accessible or functional without interruption during the Contest Period or that it will be free of any errors. In the event the computer system is unable to record all contest entries at any time during the Contest Period and for any reason, the Contest Organizer cannot be held responsible. In all cases, the prizes will be awarded from among the entries registered in the computer system during the contest period.
- 21.** The Contest Organizer reserves the right, at its sole discretion, to cancel, modify or suspend this contest in whole or in part, or to terminate it, should human intervention or an event take place that could modify or affect the administration, security, impartiality or conducting of the contest as provided in these contest rules, subject to approval by Alcohol and Gaming Commission of Ontario, if applicable.
- 22.** Should participation in the contest have to be stopped, in whole or in part, prior to the closing date stated in these contest rules, the draw may be held, at the discretion of the Contest Organizer, from among entries duly registered between the start of the contest and the date of the event that put an end to contest participation.
- 23.** In no event shall the Contest Organizer, its affiliates, its advertising and promotional agencies, or their employees, agents and representatives be required to award more prizes than the number stated in these contest rules, or award a prize other than in accordance with these contest rules.
- 24.** Entrants who participate or try to participate in this contest release the Contest Organizer, its subsidiaries, its advertising and promotional agencies and their employees, agents and representatives from any liability for damages that such entrants may incur as a result of their participation or attempt to participate in the contest.
- 25.** Each entrant selected to win a prize authorizes the Contest Organizer and its representatives to use, if required, his or her name, photo, likeness, statements regarding the prize, place of residence and/or voice for publicity purposes, without any form of compensation.
- 26.** Any attempt to deliberately damage the contest Web site and/or any associated site or to undermine the legitimate conduct of the contest constitutes a violation of civil and criminal laws. In the event of any such attempt, the Contest Organizer reserves the right to reject the entries of the person in question and to seek redress as provided by law.
- 27.** For the purpose of these contest rules, the entrant is the person whose name, address and telephone number are shown on the electronic or manual entry. This is the person to whom the prize will be awarded if declared the winner.
- 28.** This contest is subject to all applicable laws and regulations. Any dispute regarding the organization or conducting of a promotional contest may be submitted to the Alcohol and Gaming Commission of Ontario for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Alcohol and Gaming Commission of Ontario for the sole purpose of settling the dispute.
- 29.** No communication or correspondence shall be exchanged with contest entrants other than in compliance with these contest rules or as initiated by the Contest Organizer.
- 30.** If any section of the contest rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
- 31.** Apple Inc. and Casa Life Inc., including its affiliates, directors, officers, agents and employees, is not a sponsor and is in no way related to this contest.