

7 DAYS WITH THE GIANT

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

General:

1. Tourism Thunder Bay (the "Sweepstakes Sponsor") is offering 7 Days With the Giant (the "Sweepstakes") which will begin on or about February 15, 2011 at 12:00:01 am Eastern Standard Time ("EST") and will end on May 31, 2011, at 11:59:59 pm EST (the "Sweepstakes Closing Date")
2. By entering the Sweepstakes, entrants accept and agree to be bound by the Sweepstakes Rules and Regulations, and accept the decisions of the Sweepstakes Sponsor as final and binding in all respects.

Eligibility:

3. The Sweepstakes is open only to legal residents of Canada and the 50 United States (and the District of Columbia) who are at least 21 years of age or older at the time of entry. Employees, representatives, agents, shareholders, officers, directors, prize suppliers, the advertising or promotional agencies of the Sweepstakes Sponsor and City of Thunder Bay Employees and their respective related companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee; Residents of the City of Thunder Bay and those residing with a 50 km radius are not eligible to enter. This Sweepstakes is void outside the jurisdictions listed herein and where prohibited by law.

To be eligible, entrants and travel companions must be able to travel legally to, from and within the province of Ontario, Canada. (i.e. have proper photo identification, passport, travel documents etc.)

4. By entering the Sweepstakes, each entrant consents, to the extent permitted by law, to the use of his or her name, image, voice, likeness, city of residence and/or photographs without compensation in any publicity or advertising carried out in any medium worldwide by the Sweepstakes Sponsor and/or its advertising or promotional agencies without limitation or further notification or compensation.

How to Enter:

5. No purchase necessary. All eligible entries will be entered in a random draw. Only one entry per person or per household is allowed during the entire promotional period, regardless of entry method used to enter. In the event it is discovered that you attempted to enter more than once, all entries will be void. The Sweepstakes can be entered by the following method:

a) enter online by going to www.visitthunderbay.com, completing the official entry form and submitting your entry as instructed.

All entries must be received by the Sweepstakes Closing Date. All Entries become the exclusive property of the Sweepstakes Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sweepstakes Sponsor.

6. The Sweepstakes Sponsor is not responsible for entries that are incomplete, illegible, inaudible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Sweepstakes Rules and all such entries shall be disqualified.

Prize:

One (1) Grand Prize will be awarded to one randomly selected eligible entrant. Details of the Grand Prize are as follows:

Approximate retail value of the Grand Prize is \$15,000.00 CAD, which may vary based on rates available at time of booking.

Grand Prize:

Round-trip airfare for four to Thunder Bay, Ontario Canada from anywhere in Canada and the 50 United States (and the District of Columbia).

7.

Accommodations at Best Western Nor'Wester Hotel & Conference Centre and three nights at Sleeping Giant Provincial Park.

Meals at Thunder Bay's finest restaurants including Caribou, Lot66 & 5 Forks

One week car rental with National Car & Truck Rental

Camping and Outdoor gear supplied by Gear Up For Outdoors Ltd.

\$100 Grocery Certificate courtesy of Tourism Thunder Bay

A digital camera package supplied by Primary Foto Source

A Watercolour painting of the Sleeping Giant provided by local artist Biljana Baker

Half Day Fishing Charter with Archie's Fishing Charters

90 Minute Harbour Sailing Tour with Sailsuperior.com

One Round of Golf for four people and two Cart Rentals at your choice of three city-owned Golf Courses compliments of Golf Thunder Bay

Admission for Four People to Fort William Historical Park

A Thunder Bay Observatory Experience for Four

Mountain Biking and Hiking Experiences with Epic Adventures

The Grand Prize winner and his/her travel companions must depart from the same airport and travel on the same itinerary and are responsible for ground transfers to and from their home and the designated airport. The Grand Prize winner and his/her travel companions will be responsible for obtaining any required travel identification and documents and any health or insurance coverage, other meals, other entertainment, souvenirs, local and long distance telephone calls, gratuities, applicable taxes, incidentals, and all other expenses not specifically mentioned as included. No alternative value will be included for any activity or opportunity available and not accepted by the winner or travel companion. Cancellation insurance is not part of the Grand Prize, but is recommended.

Grand Prize redemption to take place between August 1, 2011 and September 5, 2011. Any unused portion of the Grand Prize value is forfeited. The Sweepstakes Sponsor holds no responsibility for the weather conditions or activity availability and no refunds will be issued should the selected dates limit any element of the Grand Prize usage.

By accepting the prize each winner and travel companion accept the inherently dangerous nature and risk involved in such outdoor activities, including personal injury and / or death, acknowledges that his / her participation in the prize event is voluntary, acknowledges that there are natural factors and occurrences which may impact on or affect the safety of the activities he / she is participating in and he / she assumes the risk of such factors and occurrences and agrees that promotional parties shall not be in any way responsible for any resulting injury and / or death.

8. Odds of winning depend on the number of eligible entries received.
9. The Sweepstakes Sponsor, in its sole discretion and subject to applicable law, reserves the right to substitute any portion of the Grand Prize for something of equal or greater value if the advertised Grand Prize or any portion thereof becomes unavailable. The Sweepstakes Sponsor reserves the right, in its sole discretion to terminate or suspend the Sweepstakes, or modify the Sweepstakes Rules and Regulations at any time.
10. The Grand Prize must be accepted as awarded. Except as identified above, no substitutions will be made. The Grand Prize may not be sold, transferred or assigned, and is not convertible to cash.

The Draw:

11. On or about June 6, 2011, in Thunder Bay, ON, at 11:00 am EST, a random draw will be conducted by the Sweepstakes Sponsor from all eligible entries received through all eligible entry methods, by the Sweepstakes Closing Date to select the winner of the Grand Prize.
12. The selected entrant will be notified by telephone within approximately seven (7) business days of the Draw ("Notification"). The Sweepstakes Sponsor assumes no responsibility for any inaccurate or incorrect information provided to it, or that results in any way from the transmission, receipt or processing of entries. If the first selected entrant does not respond to the Sweepstakes Sponsor within three (3) days of first contact, the Sweepstakes Sponsor shall have the right to disqualify that entrant or entrants and to randomly draw another eligible entry. By entering, you agree that if you are a selected entrant that is disqualified and the Grand Prize is forfeited for any reason, the Sweepstakes Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. Sweepstakes Sponsor is not responsible for the failure for any reason whatsoever of selected entrant to receive Notification.
13. If a selected entrant is not eligible or does not otherwise meet the requirements as set out in these Sweepstakes Rules, the Sweepstakes Sponsor shall have the right to disqualify said entrant and randomly draw another eligible entry for purposes of awarding the Grand Prize, and the Sweepstakes Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

General Conditions:

Release.

14. By entering the Sweepstakes the selected entrants, and such entrant's travel companions agree to release and hold harmless the Sweepstakes Sponsor, its directors, employees, officers, agents and affiliates, including, without limitation, its advertising and promotion agencies, the prize suppliers, and the City of Thunder Bay ("Promotional Parties") from any injury, loss or damage of any kind to persons or property, including but not limited to death, resulting in whole or in part directly or indirectly from the acceptance, receipt, possession, use or misuse of the awarded Prizes, any portion of the Grand Prize, participation in any Sweepstakes-related activity including any travel related thereto or participation in the Sweepstakes.

Except where prohibited, by entering the Sweepstakes, the selected entrant may be asked to sign and return the following to the independent Sweepstakes judging organization within fourteen (14) days of Notification:

a) A form affirming eligibility and compliance with all Sweepstakes Rules (form may require notarization);

b) A liability release form releasing the Sweepstakes Sponsor, their directors, employees, officers, agents and affiliates, including without limitation their advertising and promotion agencies, the prize suppliers, and the City of Thunder Bay from all liability arising from or relating to the acceptance, receipt, possession, use or misuse of the awarded Prizes, any portion of the Grand Prize, participation in any Sweepstakes-related activity including any travel related thereto and / or participation in this Sweepstakes.

c) A publicity release form permitting the Sweepstakes Sponsor to use his or her name, image, voice, likeness, city of residence and/or photographs without compensation in any publicity or advertising carried out in any medium worldwide by the Sweepstakes Sponsor and/or its advertising or promotional agencies without limitation or further notification, unless prohibited by law. Note that a photographer may attend all or part of the winning tour to photograph winning participants.

In addition, the selected entrant's travel companions must sign and return a liability and publicity release form within the time limits expressed above.

If the selected entrants or his/her travel companions fail to submit the above within the given time period, the Sweepstakes Sponsor reserves the right to disqualify said entrant and randomly draw another eligible entry for the purpose of awarding the Grand Prize (time permitting), and the Sweepstakes Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

15. **Termination.** The Sweepstakes Sponsor reserves the right, in its sole discretion, to modify or suspend the Sweepstakes, or modify the Sweepstakes Rules and Regulations at any time for any reason whatsoever.
16. **Limitation of Liability.** The Sweepstakes Sponsor shall not be liable for any human or technical errors that may arise or occur in connection with the Sweepstakes. The Sweepstakes Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of the entries. In addition, the Sweepstakes Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sweepstakes Sponsor as a result of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, any injury or damage to the entrant's or any other person's computer related to or resulting from participation or downloading or accessing any materials in this Sweepstakes.
17. **Disqualification.** The Sweepstakes Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with or attempts to tamper with the entry process. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.
18. **Entry Disputes.** In the event of a dispute, entries made by Internet will be declared made by the Authorized Account Holder of the e-mail address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g.

business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

19. **Governing Law.** This Sweepstakes is governed by the laws of Ontario and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations.
20. **Venue.** By entering this Sweepstakes, the entrant agrees that the courts of the Province of Ontario, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of these Sweepstakes Rules and Regulations or the running of this Sweepstakes. The entrant hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.
21. **List of Winners.** The name of the Grand Prize Winner or a copy of the Sweepstakes Rules and Regulations will be posted online at www.visitthunderbay.com
22. **Sweepstakes Sponsor.**
Tourism Thunder Bay
P.O. Box 800
Thunder Bay ON, P7C 5K4

ANY PERSONAL INFORMATION THAT WE COLLECT IS COLLECTED UNDER THE AUTHORITY OF THE *MUNICIPAL ACT, 2001*. PERSONAL INFORMATION IS COLLECTED IN COMPLIANCE WITH THE MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. THE PERSONAL INFORMATION COLLECTED IS FOR THE PURPOSE OF ADMINISTERING THE SWEEPSTAKES; FOR SENDING YOU CITY OF THUNDER BAY TOURISM PUBLICATIONS, NEWSLETTERS AND TOURISM NOTICES AND PROMOTIONS; TOURISM RESEARCH; FOR PROGRAM, PUBLICATION, ADVERTISING AND WEB SITE EVALUATION AND IMPROVEMENT; FOR QUESTIONNAIRES; AND FOR RESPONDING TO YOUR COMMENTS OR INQUIRIES. NONE OF YOUR PERSONAL INFORMATION WILL BE SHARED, RENTED, SOLD OR OTHERWISE RELEASED TO ANY THIRD PARTY WITHOUT YOUR CONSENT.