



Bloor-Yorkville Holiday Magic Prize Packages Draw

"Official Rules"

To enter the Bloor-Yorkville Holiday Magic Prize Packages Draw ("Contest") you must fully complete the entry form available only at participating Holiday Magic retail locations. No purchase is necessary to enter.

The Contest begins November 14th, 2008 at 10:00 am Eastern Standard Time ("EST") and ends December 12th, 2008 at 12:00 p.m. EST (the "Contest Period"). Only eligible entries received during the Contest Period will be entered in the Contest.

ADMINISTRATION:

This Contest is administered by the Board of Management for the Bloor-Yorkville Business Improvement Area (the "Contest Administrator") and sponsored by Mendocino, In Beauty Spa, L.J. Diamonds, Impressions Art Gallery, Rejuvederme Medical Aesthetics, Fiorio, Prego Della Piazza, Axi Spa Yorkville, Clarins Skin Spa, Designs By Naomi, Over The Rainbow, Jacques Bistro du Parc, Jeanne Lottie, Salon Escape, Salvati Fashions, Axi Studio Yorkville, The Toy Shop, Framed By Izzy and Spirits Bar & Grill (collectively referred to as the "Contest Sponsors"). All decisions of the Contest Administrators and Contest Sponsors are final and binding in all matters as they relate to this Contest.

ELIGIBILITY:

Maximum of one entry per person will be accepted during the Contest Period. In the event that it is discovered that an entrant attempted to enter more than once, all of that entrant's entries will be deemed to be disqualified.

The Contest is open to residents of Ontario only who are the age of majority.

The Contest is not open to employees and representatives of the Contest Administrator and the Contest Sponsors, including their subsidiaries, sponsors, advertising and promotional agencies and members of the immediate families of such employees or representatives and persons with whom such employees and representatives are domiciled. For the purpose of this Contest, "immediate family" is defined as parent, sibling, child or any person residing in the same household as, or domiciled with, any such employees or representatives.

DRAW:

Holiday Magic Prize Packages Draw

A final prize draw will be held at Bloor-Yorkville BIA, Toronto, Ontario, at approximately 3:00 p.m. EST on December 15th, 2008 from among all eligible entries received during the Contest Period to select one (1) potential winner of the 1st Prize, one (1) potential winner of 2nd Prize and one (1) potential winner of 3rd Prize (described below). The odds of winning a prize depends on the number of eligible entries received.

PRIZES:

1st Prize

There will be one (1) 1st Prize awarded, consisting of:

- \$500 Gift Card from MENDOCINO.
- Gift Certificates for ILP Photo Rejuvenation Facial Treatment (value \$250), Non-surgical Face Lifting Treatment (value \$135), Oxygen Anti-Aging Facial (value \$125) from IN BEAUTY SPA.
- \$200 store Gift Certificate from L.J. & DIAMONDS.
- \$100 store Gift Certificate from IMPRESSIONS ART GALLERY.
- \$100 Gift Certificate from REJUVEDERME MEDICAL AESTHETICS.
- \$50 Gift Certificate from FIORIO.
- \$100 Gift Certificate from PREGO DELLA PIAZZA.

(collectively, the "1ST Prize")

Approximate retail value: \$1,500.00 CDN.

2nd Prize

There will be one (1) 2nd Prize awarded, consisting of:

- Gift Certificates for 60 min. massage, facial, manicure and pedicure (value \$294) from AXI SPA YORKVILLE.
- Gift Basket with products & treatments (value \$200) from CLARINS SKIN SPA.
- \$150 store Gift Certificate from DESIGNS BY NAOMI.
- \$100 store Gift Certificate from JEANNE LOTTIE.
- \$100 store Gift Certificate from OVER THE RAINBOW.
- \$50 Gift Certificate from JACQUES BISTRO DU PARC.
- \$50 Gift Certificate from SALON ESCAPE.

(collectively, the "2ND Prize")

Approximate retail value: \$900.00 CDN.

3rd Prize

There will be one (1) 3rd Prize awarded, consisting of:

- \$300 store Gift Certificate from SALVATI FASHIONS.
- Gift Certificates for wash and style with a Senior Stylist & a makeup application (value \$110) from AXI STUDIO YORKVILLE.
- \$100 store Gift Certificate from THE TOY SHOP.
- \$50 store Gift Certificate from FRAMED BY IZZY.
- Two \$25 Gift Certificates from SPIRITS BAR & GRILL.

(collectively, the "3RD Prize")

Approximate retail value: \$600.00 CDN.

All expenses and charges not expressly included in the above prize description are the sole responsibility of the winner, including but not limited to incidental and consequential costs, gratuities, additional associated wares or services and taxes. It is a prize winner's responsibility to report the value of any prizes won (if applicable) on his/her Canadian income tax filings. Contest Sponsors will have no responsibility to report prize winnings to CCRA. It is the prize winner's responsibility for ensuring that all prizes are redeemed prior to any expiry date listed on any prize certificate.

WINNER NOTIFICATION/SELECTION:

Entries are subject to verification. Entries that are illegible or unintelligible, at the sole discretion of the Contest Administrators, may be disqualified. Before being declared a winner, each selected entrant may be required to correctly answer, unaided, a time-limited, mathematical skill-testing question, to be administered during a pre-arranged, mutually convenient time. Any selected entrant who cannot be contacted (or who fails to respond to any e-mail or telephone message left for such selected entrant) within 3 days (or 72 hours) of the Contest Administrator's first attempt to contact such selected entrant may, at the sole discretion of the Contest Administrator, be declared ineligible and forfeited and the Contest Administrator reserves the right, in such event, in its sole discretion, to select at random one or more additional entrants whom it shall attempt to contact, and who shall be subject to disqualification, in the same manner.

All entries become the property of the Contest Administrator and none will be returned. Before being awarded a prize, the winner may also be required to sign a declaration and release form stating that he/she has read, understood and complied with these Contest Rules, grants all consents required as contemplated in these Contest Rules, authorizes the Contest Sponsors to broadcast, publish and disseminate his/her name, address, photograph, likeness and voice, in connection with any promotion or publicity, and/or for general news, entertainment and information purposes at no compensation to the selected entrant, accepts the prize as offered, releases the Contest Sponsors from any and all liability of any kind arising out of the selected entrant's participation in this Contest and receipt and use of the prize, and any other matter that the Contest Administrator deems necessary.

INDEMNIFICATION BY PARTICIPANTS:

By entering the Contest, entrant: (a) releases and holds harmless Contest Sponsors and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, or participating in any prize-related activity; and (b) agrees to fully indemnify Contest Sponsors and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, and agents from any and all claims by third parties without limitation, arising from entrants non-compliance with the Contest Rules.

WINNERS INFORMATION:

The winner's name may be obtained by sending a self-addressed, stamped envelope after December 26th, 2008 entitled "**Bloor-Yorkville Holiday Magic Prize Packages Draw**" to the Bloor-Yorkville Business Improvement Area, 55 Bloor Street West, Suite 220, Toronto, Ontario, M4W 1A5. The winner's name will also be available on our Contest website at www.bloor-yorkville.com

GENERAL CONDITIONS:

The Contest Sponsors extend absolutely no representations or warranties in respect of any prizes and accept no liability arising in respect of such prize. Prizes must be accepted as awarded with no substitutions, provided that the Contest Sponsors shall have the right, at their sole discretion and for any reason, to substitute a prize or prizes of equal or greater monetary value. Prizes are non-transferable and not redeemable for cash.

If for any reason in the opinion of the Contest Administrator, in its sole discretion, the Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond its control, the Contest Administrator reserves the right to cancel, terminate, modify or suspend the Contest, including canceling any method of entry, and selecting a winner from previously received eligible entries.

The Contest Sponsors will not be responsible for late, lost, misdirected, stolen, incomplete, garbled, destroyed or delayed entries.

The Contest Administrator reserves the right, in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest Rules or otherwise in a disruptive manner. The Contest Administrator reserves the right to modify the Contest Rules without materially affecting the terms and conditions of the Contest.

Subject to all applicable Canadian federal, provincial and municipal laws and regulations, these Contest Rules govern all aspects of the Contest and are binding on all participants.

By entering this contest, each entrant hereby acknowledges that he/she has read, understands and will comply with these contest rules in their entirety.

By entering this contest, each entrant irrevocably agrees that the courts of the Province of Ontario, Canada shall have exclusive jurisdiction to address any dispute that may arise in respect of the Contest, and the entrant hereby irrevocably attorns to the exclusive jurisdiction, forum and venue of the courts of the City of Toronto, Ontario, Canada.

PRIVACY POLICY:

By entering information on the Contest entry form, you consent to the collection, use and distribution of such information to administer, implement and fulfill this Contest.

BLOOR-YORKVILLE BIA
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