



Thermëa
"WIN ONE YEAR OF THERMAL EXPERIENCE "
Contest Rules

Contest "Win one year of thermal experience"

1. The "Win one year of thermal experience Contest" is brought to you by Thermëa. The Contest runs in Canada from July 17, 2020 at 9:00 AM to August 7, 2020 at 11:59 PM Eastern Time zone.

ELIGIBILITY

2.

This contest is open to all persons residing in Canada who have reached the age of majority in their province as of the first day of the contest period. Notwithstanding the preceding, the Contest is not open to individuals associated with the Contest, including the employees, agents and representatives of the Contest Organizers, (including their respective divisions, subsidiaries, affiliates and agencies), their advertising and promotional agencies, suppliers of prizes, materials and services related to this contest or any other party directly linked to the holding of this Contest. This Contest is also not open to the immediate family members of the Excluded Individuals. For the purpose of these Contest Rules, "immediate family" includes: father, mother, brothers, sisters, children, legal or common-law spouse and individuals with whom such employees, agents and representatives reside with.

HOW TO ENTER

3.

No purchase necessary. To enter, you must comply with the eligibility criteria set out in these Contest Rules within the Contest Period and visit the Thermëa's website at <https://www.thermea.ca/contest> to complete the participation form. By submitting your entry, you acknowledge to have read the official contest rules and agree to comply to them. Boxes marked with an asterisk or otherwise marked as mandatory must be completed to enter the contest. Other information requested is useful but is not mandatory to provide in order to enter the contest. The contest will be activated on July 17, 2020.

4. The contestants must respect the specifications and accept to abide by the Contest Rules;
 - 4.1 The contestant can only participate once. Anyone who participates or attempts to participate more than the authorized amount, or who uses a robotic, automatic, mechanical, electronic or other method of duplication that is not authorized under these rules, will be considered to have made an attempt to forge or manipulation, which will automatically result in the cancellation of his or her entry, vote or any other result of such participation.
 - 4.2 All entries must be received during the Contest Period.

PRIZE DESCRIPTION

5. One prize available:

Twenty-four (24) gift certificates giving access to the thermal experience of Thermëa by Nordik Spa-Nature.

Total value: \$1704.00

6. All expenses other than those specifically mentioned as included above shall be assumed by the winner. The prizes are not redeemable for cash or exchangeable.

WINNER SELECTION

7. A random draw will be held after the contest closes on August 10, 2020 at 9:00 am Eastern Time, at the Nordik Spa-Nature head office at 75 boulevard de la technologie, Gatineau, by Alexandre Boileau. The draw will be conducted among all eligible entries received during the holding of the contest. Each potential winner will be contacted by telephone and e-mail at the number or information indicated on the entry form or used to participate and must claim their prize according to Thermëa's instructions within 24 hours. If a potential winner cannot be reached within this time period, rejects the prize or is declared ineligible, the prize will be automatically cancelled and Thermëa may, in its sole discretion, designate another potential winner. The odds of winning depend on the number of eligible entries received.

HOW TO CLAIM A PRIZE

8. In order to be declared a winner, all selected persons must:
 - 8.1. Be joined by the contest organizers at the time following the random selection; and
 - 8.2. Claim his or her prize at 775 CRESCENT DRIVE, WINNIPEG, MANITOBA, R3T 1X3 at the time indicated by the contest organizers on the closing of the contest.

Failure to comply with one of the conditions mentioned in the paragraph above or any other condition provided for in these Contest Rules will result in the participation of the selected

entrant being cancelled and, if time permits, a new selection for this prize will be made in accordance with this by-law until a participant is selected and declared a winner, without affecting the order of allocation of the other prizes.

GENERAL CONDITIONS

9. **Verification.** Entry Forms are subject to verification by the Contest Organizers. Any Entry Form which is incomplete, incomprehensible, illegible, fraudulent, altered, contains false information or is not received within the Contest Period, or otherwise does not confirm to these Contest Rules will automatically be rendered invalid and will not entitle such entrant to be eligible for a prize.
10. **Disqualification.** The Contest Organizers reserve the right to disqualify any person or cancel one or more entries of any person participating in this Contest or trying to participate by means contrary to these Contest Rules or in a manner which is unfair to other entrants (e.g.: use of an Entry Form obtained from an unauthorized source, entries exceeding the limit allowed, computer hacking, etc.). Any attempt to tamper with the entry process, interfere with these Contest Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws and the Contest Organizers reserve the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests. Such person may be referred to the appropriate judicial authorities.
11. **Non-compliance/eligibility.** If a potential or declared winner is not in compliance with these Contest Rules, the Contest Organizers reserve the right to disqualify such entrant from the Contest and randomly select further entrants from the remaining eligible entries until a winner is finally declared. Any potential or declared winner, who is not in compliance with these Contest Rules, must so inform the Contest Organizers immediately upon being contacted by the Contest Organizers.
12. **Acceptance of prize.** Prizes must be accepted as described in these Contest Rules and may not be transferred to another person, substituted for another prize, or exchanged in full or in part for cash, subject to the section below.
13. **Substitution of prize.** In the event it is impossible, difficult and/or more costly for the Contest Organizers to award a prize (or part of a prize) as described in these Contest Rules, the Contest Organizers reserve the right to award a prize (or part of a prize) of similar nature and equivalent value or, at their sole discretion, the value of the prize (or of the part of the prize) in cash.
14. **Refusal of a prize.** The refusal by a potential or declared winner to accept any prize awarded in accordance with the Contest Rules, releases and forever discharges the Contest Organizers and their agents of all obligations related to the prize, including delivery.
15. **Liability limit – use of prize and destruction of property.** Each entrant and any potential or declared winner releases the Contest Organizers, their subsidiaries, respective divisions, their parent corporations, their advertising and promotional agencies, their shareholders, officers, directors, employees, agents and representatives from any and all

liability for any and all damage, loss or liability suffered as a result of or arising from the entrant's participation in the Contest or the acceptance or use of his/her prize. In order to be declared a winner and prior to obtaining his/her prize, any potential or declared winner agrees to sign a declaration to such effect in the Release Form. The guest of a winner will also have to sign such a declaration to that effect in the Release Form, failing which they will not be able to take part in the vacation.

16. **Web site access.** The Beneficiaries do not guarantee access to or non-interruption of the Web site during the Contest Period or that it will be exempt from any errors.
17. **Modification.** The Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this contest, in whole or in part, in the case of the occurrence of an event, an error or any human intervention that could corrupt or affect the administration, safety, impartiality or the running of the Contest as provided in these Contest Rules.
18. **Premature end of the contest.** In the event that the computer system was unable to register all contest entries for the duration of the contest for any reason whatsoever, or if the participation in the contest was to end in full or in Before the end date provided for in these rules, the Contest Organizers will randomly select from the entries duly registered during the Contest Period or, if applicable, until the date of the event that ended the contest.
19. **Price limit.** In any case, the beneficiaries, the suppliers of products or services related to this contest can not be held to award more prizes than those indicated in the present regulations or to award prizes other than in accordance with this regulation.
20. **Impossibility to act – labour dispute.** The Beneficiaries shall not be responsible for any damages for a failure to operate the Contest in accordance with these Contest Rules in any case where their incapacity to act results from circumstances or a situation beyond their reasonable control or because of a strike, lock-out or any other labour dispute in their company or those of businesses which services are used for holding this Contest, war, riot, insurrection, earthquake, terrorism, civil commotion, fire, flood, accident, storm or any other act of nature.
21. **Liability limit – participation.** Any person who participates or tries to participate in this Contest releases the Beneficiaries from any and all liability for damages which he/she could suffer from participating or trying to participate in this Contest.
22. **List of winners.** A list of winners will be available on demand.
23. **Property of entries.** Entry Forms are the sole property of the Contest Organizers and at no time will be returned to entrants.
24. **Communication with entrants.** No communication (other than those related to contest participation) or correspondence will be exchanged with entrants that have not indicated that they wish to subscribe to Thermëa's newsletter.

25. **Personal information.** Contestant personal information that is collected in this Contest will be used solely by the Contest Organizers, and their representatives for the administration of the Contest. There will be no communication of commercial or of any other nature, unrelated to this Contest sent to an entrant, unless such entrant gives specific authorization to the Contest Organizers for that specific purpose.
26. **Decisions of the contest organizers.** Any decision of the contest organizers or their representatives regarding this contest is final and irrevocable.
27. **Disputes.** A dispute as to the organization or conduct of a publicity contest may be submitted to the Liquor, gaming & cannabis authority of Manitoba. Any litigation respecting the awarding of a prize may be submitted to the authority only for the purpose of helping the parties reach a settlement.
28. **Identification of the contestant.** For the purposes of these Contest Rules, the entrant is the person whose personal information is printed on the Entry Form.
29. **Unenforceability.** If a section of these Contest Rules is declared or ruled by a Court of Law as illegal, unenforceable or void, that section will be deemed void, but all other sections not affected will be enforced as allowed by Law.
30. **Authorization.** Winners authorize the contest organizers to use their name, place of residence, photograph, likeness, voice, description of their prize and any statement regarding the contest for promotional purposes, without any form of compensation or payment.
31. **Jurisdiction.** This Contest is subject to all applicable federal, provincial and municipal laws.
32. **Language.** In the case of discrepancies between the French and English versions of these regulations, the French version shall prevail.

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