



**NORTH YORK GENERAL
HOSPITAL FOUNDATION'S
HEART OF FASHION**

**November 22, 2009
Bayview Village Shopping Centre**

www.heartoffashion.ca

**WIN A TRIP FOR 2 TO LONDON ENGLAND,
including Air Canada Executive Class Airfare, 6 nights accommodation
and money to shop!**

NORTH YORK GENERAL HOSPITAL FOUNDATION'S (the "Sponsor") HEART OF FASHION CONTEST (the "Contest") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (the "Contest Rules").

1. ELIGIBILITY.

To be eligible for this Contest, an individual must:

- (a) be a legal resident of the Province of Ontario;
- (b) be nineteen (19) years of age or older at the time of entry;
- (c) be legally able to travel to England and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.

Employees of North York General Hospital Foundation, and their household members, are not eligible to participate in the Contest.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD.

The Contest begins at 5:00 a.m. on Monday, September 14th, 2009 and ends at 8:45 p.m. on Sunday, November 22, 2009 (the "Contest Period") after which time the Contest will be closed, no further entries shall be accepted and the draw will take place.

3. HOW TO ENTER.

(a) There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below. No entries will be accepted by any other means.

(b) All entries become the sole property of the Sponsor and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected the Grand Prize.

- One ballot will automatically be entered with every purchase of a Heart of Fashion event ticket. Tickets are \$75 each and available online at www.heartoffashion.ca, in person at North York General Hospital Foundation or at the event on November 22, 2009 starting at 6:30 pm at Bayview Village Shopping Centre.
- Official ballots will be provided at Heart of Fashion upon entry to the event on November 22, 2009 at Bayview Village. Complete the ballot in full with your name, complete mailing address, daytime telephone number and email address. Drop your completed ballot off at any of the Contest display tables located throughout the event venue that evening.
- To enter by phone, call North York General Hospital Foundation at 416-756-6944 and request a ballot to be completed on your behalf. Please ensure you provide your name, complete mailing address, daytime telephone number and email address.
- To enter in person, visit North York General Hospital Foundation at 4000 Leslie Street, Toronto Ontario M2K 1E1 and complete an official ballot.

4. PRIZE.

One (1) Grand Prize vacation package which includes:

- (i) Air Canada Executive Class Roundtrip flight for two (2) departing from the nearest Canadian international airport operating Air Canada flights to London, England. Valued at approx \$7,000

- (ii) 6 nights accommodation at The Jolly Ermin's, Caxton Street, London England SW1H 0QW. Travel arranged through Thomas Cook Canada (www.jollyhotels.co.uk).

The approximate retail value (rate per night varies depending upon time of year) for one room, double occupancy, for 6 nights would be approx. CA\$2250. Accommodation subject to availability at time of booking.

- (iii) \$1,500 (CDN) spending money in a form of business cheque from the Sponsor.
 - The following travel restrictions and exclusions apply:
 - Travel must be completed within one year of being awarded.
 - Transfers/stopovers may be required.
 - The following black out dates apply - Christmas & New Years, March Break & Easter.

 - All costs and expenses not expressly stated as included in the package description, including but not limited to, ground transportation to and from the selected airport, parking, connectors and overnight accommodation if prizewinner is located outside the airport area, passport and visa fees, security and airport fees, taxes, airport or other surcharges, insurance, and gasoline, as well as all meals and drinks, any entertainment or travel costs, and related taxes incurred during the vacation, are the responsibility solely of Winner.

 - The Winner's traveling companion (referred to as the "Guest") must travel on the same itinerary and at the same time as the Winner. Travel restrictions, conditions and limitations may apply.

 - The Winner and their Guest must each be at least 19 years of age at the time of travel.

 - Departure date and time to be determined following consultation between the Winner and Sunquest Interline and will be subject to availability of the requested dates. The Winner must request travel dates at least thirty (30) days prior to the contemplated departure date.

- Securing and necessary travel documentation is the sole responsibility of the winner.
- Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates. No cash or other substitution, assignment or transfer of the Prize is permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with another of comparable or greater value.
- The Prize is neither refundable nor transferable, cannot be extended or exchanged, must be accepted as awarded and no cash value is available.

5. WINNER SELECTION.

One (1) Grand Prize Winner shall be selected as follows:

(i) On Sunday November 22, 2009 at the Heart of Fashion event at Bayview Village in Toronto Ontario, at or shortly after 8:45 p.m, one (1) entrant will be selected by a random draw from all entries received during the Contest Period. The random draw will be conducted by a representative of the Sponsor. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor. Before being declared the Winner, the selected entrant shall be required to comply with the Contest Rules and sign and return the Release (described below).

(ii) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN MONDAY, November 23, 2009 AT 11:00 A.M. EST AND MUST RESPOND WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone to the contact number provided in the notification within five (5) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsor's sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response.

6. RELEASE.

The Winner and the Guest will be required to execute a legal agreement and release ("Release") that confirms Winner's and Guest's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor and its parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or

expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and (iv) grant to the Sponsor of the unrestricted right, in the Sponsor's collective or individual discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Winner's and Guest's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within five (5) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

The selected entrant will be required to answer the following skill-testing question: "What is one of the areas of care serviced by North York General Hospital." If the selected entrant is not able to answer the skill testing question, he/she will be disqualified and the Prize forfeited, and another entrant may be selected.

7. INDEMNIFICATION BY ENTRANT.

By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties caused by or attributed or contributed to by the entrant and relating to the Contest, without limitation.

8. LIMITATION OF LIABILITY.

The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. . The Sponsor is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in

this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website, and/or canada.com.

9. CONDUCT.

By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest website throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, or the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any NYGH property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

10. PRIVACY / USE OF PERSONAL INFORMATION.

(a) By participating in the Contest, entrant: (i) grants to the Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) and (ii) above.

(b) Except as expressly set forth herein, the Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with North York General Hospital Foundation's Privacy Policy at: <http://www.nygh.on.ca/foundation>.

11. INTELLECTUAL PROPERTY.

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations, used in or related to the Contest are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written

consent of its owner is strictly prohibited. Heart of Fashion is a trade-mark of North York General Hospital Foundation.

12. TERMINATION.

Sponsor reserves the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

14. LAW.

These are the official Contest Rules for the Contest. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

15. LANGUAGE DISCREPANCY.

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.