

**2016 “BOXES OF HOPE” (Mystery Box Fundraiser)  
OFFICIAL RULES**

**1. Eligibility**

The 2016 “Boxes of Hope” mystery box drawing is open to legal residents of Canada, who are at least eighteen (18) years of age at the time of entry, and are Representatives in good standing at the time of entry (“Participants”). Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the drawing. Participation in the drawing is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor Drawing**

The Sponsor for this Drawing is Youth Haven, 20-22 Wellington St, E, Barrie, ON, Canada (“Sponsor”).

**3. Period Entry Drawing**

The time period for online entry into the Drawing is from 12:00pm on December 5, 2016 to 12:00am on January 4, 2017 (the “Online Entry Period”), unless closed earlier in accordance with condition (a) of Section 5 below. A live entry period will be open at set times on January 4, 2017 at the Event (“Live Entry Period”) and will continue until the Live Entry Period is closed or before January 4, 2017, in accordance with condition (b) of Section 5 below, whichever occurs first. Sponsor is the official time keeper for this drawing.

**4. Early Bird Entry**

All Participants who purchase their “Boxes of Hope” before 12:00am on December 20, 2016 will automatically be entered into an Early Bird draw for a pair of Toronto Maple Leaf tickets. The draw will take place live and will be posted online to announce the winner after 10:00am on December 20, 2016.

The tickets are for a Toronto Maple Leaf vs Buffalo Sabres game on Tues, Jan. 17, 2017 at 7:30pm.

**5. How to Enter**

A Participant may purchase one or more “Boxes of Hope” online which entitles the Participant to claim his/her Box during the Event. There are two (2) ways to enter the Drawing.

Online. At any time during the Online Entry Period and subject to the conditions set forth below, you may enter the Drawing online at ..... (the “Website”).

In Person (if there are boxes remaining after the online purchase deadline). During the Live Entry Period, you may enter the Drawing in person at Youth Haven’s Boxes of Hope booth, which will be set up at the Event, subject to the conditions set forth below.

**Conditions:**

- a. There are two hundred (200) Boxes of Hope (“Boxes) in this Drawing. All two hundred (200) Boxes will be available for purchase online through the Website during the Online Entry Period before the Event; if there are any unsold boxes remaining, they will be available for purchase during the Live Entry Period at the Event.

- b. If all two hundred (200) Boxes available for purchase during the Online Entry Period are purchased, a message will appear on the Website announcing that the Online Entry Period is closed.
- c. Once any remaining boxes available for purchase during the Live Entry Period are purchased at the Event, an announcement will be made that the Live Entry Period is closed.
- d. Limit of five (5) Boxes per eligible Participant per day during the Online Entry Period.

## **6. Mystery Boxes**

All two hundred (200) Boxes available for Drawing are visually identical; one hundred and fifty (150) Boxes contain a "Thank You For Your Donation" card and a small thank you item; 50 Boxes will be designated as "Major Gift" Boxes ("Major Gift Box"). An eligible Participant who selects a Box revealed to be a Major Gift Box will receive an item valued at between \$25 and \$800 for goods and services. Participants may receive a Box containing a value less than the cost of the Box. Examples of the Major Gift items include: New Driver Program, Golf Foursomes, BBQs, Skydive Experience, Annual Paintball Membership, Tom Brady Jersey and so much more.

There is no cash equivalent for a Box. A claim to a Box or Boxes is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any item for one of equal or greater value for any reason. Winner is solely responsible for transport of the Prizes after award and any applicable import/export requirements. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

## **7. Box(es) Selection**

Each eligible Participant who enters the Drawing during the Online Entry Period will be entitled to select his/her "Box of Hope" during the Live Event in the order that they were purchased online (ie. the first online purchaser will have the ability to select his/her box(es) first and the selection process continues in order from there). Participants who are unable to attend the event are asked to send someone with proof of authorization that they are able to choose a box on behalf of the original purchaser. Should a Participant be unable to send an alternate then a staff member of Youth Haven will choose a box on his/her behalf and then advise the Participant of his/her gift.

## **8. Verification of Participants - Each Participant is Subject to Verification by the Sponsor Whose Decisions are Final and Binding in all Matter Related to the Drawing**

The Participants must continue to comply with all terms and conditions of these Official Rules and being permitted to select a Box is contingent upon fulfilling all requirements. If a Participant is not present at the event, they must send a representative or a Youth Haven staff member will chose on his/her behalf, he/she will be contacted by e-mail and/or phone once his/her gift is revealed; if the Participant does not reply within three (3) business days, Sponsor reserves the right to ship randomly drawn Box(es) to the address provided by the Participant. Participants may also be required to sign and return to Sponsor, within five (5) business days of the date notice containing the affidavit is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her gift.

If a Participant cannot be contacted or the Box(es) is returned to Sponsor as undeliverable, Participant shall forfeit his/her claim to the Box(es). If a Participant fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), Participant's ability to select a Box or Boxes may be delayed.

## **9. Entry Conditions and Release**

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Drawing; (b) release and hold harmless Sponsor, Youth Haven and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Drawing, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Drawing, acceptance or use or misuse of gift and/or the broadcast, exploitation of use of entry; and (c) indemnify, defend and hold harmless Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Drawing and/or entrant's acceptance, use or misuse of gift.

## **10. Publicity**

Except where prohibited, participation in the Drawing constitutes Participant's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

## **11. Communications**

Participation in the Drawing constitutes Participant's consent to receive e-mail communications from Sponsor and its affiliated entities.

## **12. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the drawing, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Drawing, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

### **13. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Drawing; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in an part of the entry process or the Drawing; (d) technical or human error which may occur in the administration of the Drawing or the processing of Photos; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Drawing or receipt or use or misuse of any gift. If for any reason an entrant's Entry is confirmed to have erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Drawing. No more than the stated number of prizes with be awarded.

### **14. Disputes**

Entrant agrees that; (a) any and all disputes, claims and causes of action arising out of or connected with this Drawing, or any prizes awarded, other than those concerning the administration of the Drawing or the determination of winners, shall be resolved individually, without resort to any form of class action.