

**Live The Garden Life On Track for a Via Rail Garden Giveaway in Partnership with Via Rail Canada -  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION AS PROVIDED IN SECTION 11 BELOW.**

**1. ELIGIBILITY:** The above-titled Sweepstakes ("**Sweepstakes**") is open only to permanent, legal residents of Canada who are at least eighteen (18) years of age (or the age of majority in their province of residence, whichever is older), as of **July 11, 2023**, with access to the Internet at all times during the Sweepstakes Period (as defined below). All applicable federal, state and local laws and regulations apply. Void where prohibited by law. All employees of Live The Garden Life and Via Rail Canada ("**Sponsor**") and all associated agencies and each of their respective parent corporations, subsidiaries, affiliates, sales representatives, distributors, licensees, prize providers or agents (collectively, "Sponsor Entities"), and all of their respective officers, directors and employees and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Sweepstakes. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these Official Rules, including, but not limited to, your consent to receive e-mail messages from Sponsor solely in connection with the Sweepstakes.

**2. Sweepstakes PERIOD:** The Sweepstakes Entry period will start at [9am] Eastern Time ("EST") Tuesday, July 11th event and end on [11:59pm] EST on August 27, 2013. ("**Sweepstakes Entry Period**"). The Sweepstakes [Winner] will be chosen through random drawing upon sweepstake closing and contacted via email by 11:59 p.m. EST on Tuesday, August 29th. For the purpose of this Sweepstakes, a day ("Day") is defined as 12:00 a.m. EST to 11:59 p.m. EST on the same calendar date. Sponsor's computer shall be the official timekeeper for all matters related to this Sweepstakes.

**3. Sweepstakes ENTRY INSTRUCTIONS:**

To submit an entry ("**Entry**") to the Sweepstakes, during the Sweepstakes Entry Period,

- (1) visit the following link: <https://livethegardenlife.gardenscanada.ca/>
- (2) carefully read these Official Rules
- (3) Complete the entry form at the link above
- (4) For extra entries, complete the Glean app plug-in credentials.

By submitting an Entry you are signifying that you have read, fully understand and agree to these Official Rules. Entries must be received during the Sweepstakes Entry Period to be eligible for this Sweepstakes. **Limit of one (1) Entry per person, per Email Account, during the Sweepstakes Entry Period.**

If any dispute arises as to the identity of an entrant, the entrant shall be considered the person who is the authorized account holder of the email account through which the Entry was submitted to the Sweepstakes.

Entries generated by a script, macro, or other automated means will be disqualified. Entries displaying or containing profanity or that are obscene or otherwise inappropriate (as determined by Sponsor) will be disqualified, as will entries that violate copyright laws or infringe on any third party rights. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. Sponsor will not be responsible for late, lost, stolen, incomplete, illegible, garbled, corrupted, inaccessible or misdirected Entries and all such Entries are void.

**4. SELECTION OF GRAND PRIZE WINNER:** One (1) Grand Prize Winner (defined below) will be randomly selected from all eligible Entries received during each Event Sweepstakes Entry Period.

The Grand Prize Winner will be notified one day following the close of the Sweepstakes Entry Period via email.. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of alternate potential Grand Prize Winner may result from any of the following: (1) a potential Grand Prize Winner's failure to respond to notification promptly after its transmission; (2) the return of notification as undeliverable after three (3) attempts; (3) a potential Grand Prize Winner's failure to provide Sponsor with satisfactory proof of age, identity, residency, and all

permissions within three (3) calendar days after request by Sponsor; (1) a potential Grand Prize Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within three (3) business days after its transmission; (5) a potential Grand Prize Winner failure to validly claim the prize **by 1 week after being contacted by email by Live The Garden Life.**; (6) any other non-compliance with these Official Rules. In the event of Grand Prize (defined below) forfeiture, Sponsor may, in its sole discretion, award or not award the forfeited Grand Prize to an alternate Winner. Decisions of Sponsor are final and binding with respect to all matters related to the Sweepstakes.

**5. PRIZE:** One (1) grand prizes ("**Grand Prize**" or "**Prize**") will be awarded in this Sweepstakes. One Grand Prizes shall be awarded to one winner in its entirety and shall consist of:

- 2 VIA Rail business tickets to the Garden of your choice on Canada's Garden Route in Ontario or Quebec only.
- 2 nights accommodation near garden destination
- Special guided tour of the garden selected
- Plus \$200

The odds of winning the Grand Prizes depends upon the number of eligible Entries received for the entire Sweepstakes Entry Period.

Prize is not redeemable for cash except as required by law. Prize is not transferable, except to a surviving spouse residing in the same household. No substitution is allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. All taxes on a Prize, and other expenses related to accepting and/or using the Prize not listed in these Official Rules are the responsibility of the Grand Prize Winner, who will receive a Form 1099 reflecting the actual retail value of the Prize in the year it was won. The Prize will be awarded provided it is validly claimed no later than 1 week after details are sent to Live The Garden Life, after which no alternate winner will be selected, nor unclaimed prize awarded.

PRIZE IS AWARDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). SPONSOR ENTITIES (INCLUDING EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE, MISUSE OR REDEMPTION OF THE PRIZE INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURIES SUSTAINED BY PRIZE WINNER OR OTHER USERS OF THE PRIZE FOR ANY REASON, INCLUDING FROM ANY PORTION OF THE GRAND PRIZE.

**6. PUBLICITY:** As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant grants to the Sponsor Entities a perpetual, worldwide, unlimited, irrevocable, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Sweepstakes entrant's name (collectively, "**Licensed Rights**") in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval. Entrants warrant that they have the sole and exclusive right to grant such rights to the Sponsor Entities and that the Sponsor Entities' reproduction, publishing, displaying, and/or other use of their name will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. Entrants further agree: (1) that Sponsor Entities may exercise any and all rights hereunder without attribution, notification or compensation to Entrants; (2) that Sponsor Entities shall have the right to freely assign their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by Entrant; (3) that Entrants may be contacted by the Sponsor Entities by telephone, mail, Facebook or Instagram Messenger or e-mail regarding this Sweepstakes; and (5) to sign and deliver to the Sponsor Entities such documents as the Sponsor Entities may reasonably require to effectuate the rights granted herein.

**7. GENERAL RULES:** Sponsor Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Sweepstakes, the processing of Entries, or the selection or notification of Grand Prize Winner. Further, if, for any reason, the Sweepstakes is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or portion thereof). In the event of such cancellation, termination, modification or suspension, Sponsor will select the Grand Prize Winner from all eligible, non-suspect Entries received prior to such action. Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with

the entry process or the operation of the Sweepstakes or any website operated by the Sweepstakes Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such Entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

**8. PARTICIPANT OBLIGATIONS:** By entering, each Entrant agrees THAT THE SPONSOR ENTITIES AND ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE “**RELEASED PARTIES**”) SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS Sweepstakes OR THE USE OR MISUSE OF ANY PRIZE. By participating in the Sweepstakes each entrant (including each Grand Prize Winner) agrees to be bound by these Official Rules and the decisions of Sponsor, and agrees to defend, indemnify, release and hold harmless the Sponsor Entities and their respective shareholders (“Releases”) from and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of, related to or in connection with (i) the Sweepstakes; (ii) receipt or redemption of a Prize; or (iii) entrant's participation in the Sweepstakes and/or any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Grand Prize Winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Sweepstakes or use or redemption of a Prize.

**9. FORCE MAJEURE:** Sponsor Entities shall not be liable to Grand Prize Winner or any other person for failure to supply the Grand Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor’s sole control.

**10. PERSONAL INFORMATION:** The personal information collected through this Sweepstakes is subject to Sponsor’s Privacy Policy. By entering this Sweepstakes, you agree to the use of your personal information as described in the above Privacy Policy.

**11. OFFICIAL RULES/WINNER REQUEST:** To obtain a copy of these Official Rules or for the name of the Grand Prize Winner, send a self-addressed stamped envelope to: “Canadian Garden Council” Sweepstakes Official Rules/ Name of Winner Request, Canadian Garden Council - 211 Russell Avenue, Ottawa ON K1N 7X6, Canada. Requests for the name of the winner must be received no later than three (3) months after the end of the Sweepstakes Entry Period.

**12. SPONSOR:** Canadian Garden Council - 211 Russell Avenue, Ottawa ON K1N 7X6, Canada