

# Cakes by Konstadin “Win Your Wedding Cake!” 2012 Contest Official Rules

The Cakes by Konstadin “Win Your Wedding Cake!” 2012 Contest (“Contest”) is sponsored by Cakes by Konstadin (“Sponsor”). This contest is open only to clients of Cakes by Konstadin who are Ontario Residents.

## **Deadlines for Entry:**

The Contest begins at 12:00:01 a.m. Eastern Time (ET) Tuesday January 3, 2012 and closes at 11:59:59 p.m. ET November 30, 2012 (the “Contest Period”).

## **How to Enter:**

To enter the Contest, book a consultation (“Consultation”) with Konstadin and present a Win Your Wedding Cake voucher (“Voucher”) on the first Consultation during the Contest Period (“Entry”).

STEP 1 – Obtain the Voucher from any Wedding Show the Sponsor is attending or visit <http://www.konstadin.com/winyourweddingcake> to print a copy of the official Voucher.

STEP 2 – Book and confirm a Consultation with Cakes by Konstadin via telephone at 416-238-4723 or submit a request for consultation via internet at <http://konstadin.com/contact> or via e-mail at [info@konstadin.com](mailto:info@konstadin.com).

STEP 3 – Present the Voucher at the first Consultation during the Contest Period. Note Consultations are by Appointment Only.

Entry is limited to one per couple planning a legal marriage in the province of Ontario (“Couple”).

As a condition of Contest entry, eligible entrants must provide a valid e-mail address. Entry will only be accepted in-person duration the first Consultation. No entries will be accepted by any other means, including but not limited to regular postal mail. No mechanically or electronically reproduced entries will be accepted. Entries become the property of the Sponsor. No acknowledgement of receipt will be sent. No substitution of entry by any other person outside of the Couple will be accepted. Entry in this contest constitutes acceptance of these Contest Rules.

## **The Prize:**

There is 1 (one) Grand Prize which consists of up to a maximum of \$1,500 CAD towards an order for the Couple’s Wedding Cake (“Cake”). All other costs and expenses not expressly listed as part of a Prize, including taxes and any fees, are the sole responsibility of the winner. A Prize must be accepted as awarded and cannot be transferred, substituted or redeemed for cash. Weddings that occur prior to the draw date may be reimbursed the actual Cake amount up to \$1,500 CAD as detailed on the receipt. Any Prize represented in promotional materials is for illustration purposes only and may not be the exact item(s) offered as a prize.

## **Who can Participate:**

Entrants must be of legal residents of Canada, at least 18 years of age, and have booked and completed a Consultation within the Contest Period in accordance with the Contest Rules. Entrants must also have Internet access. Entrants may be required to provide evidence of their identity and eligibility (e.g. address and data of birth), and/or proof that they are the authorized account holder of the e-mail address associated with their entry. Failure to provide such proof within a reasonable period of time could result in disqualification. Employees, officers and directors of the Sponsor and their parent corporation, subsidiaries, affiliates, representatives and agents and immediate family members or persons domiciled with any of the above are not eligible to participate in the Contest. All personal and other information requested by and supplied to Sponsor for the purpose of this Contest must be truthful, complete, accurate

and in no way misleading. Sponsor reserves the right to disqualify any entry or entrant in its sole discretion should any entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**How Winner Is Selected:**

On December 15, 2012, in Markham Ontario, Canada at approx. 1:00 pm Eastern Time, one (1) eligible winner will be selected by a random draw from among all eligible Contest entrants during the Contest Period.

**How Winner Is Notified:**

The winner will be notified via e-mail by the Sponsor within 10 days after their name has been selected (“Prize Notification”). An eligible winner will receive with the Prize Notification a mathematical skill-testing question and a declaration and release form (“Release”). In order to be declared a winner and claim a prize, the eligible winner must correctly answer, unaided, the mathematical skill-testing question, and complete, sign and return to Sponsor at the address provided in the Prize Notification, the Release and the answer to the mathematical skill-testing question within 14 days from the date of the Prize Notification. The eligible winner will forfeit their prize if: (1) the Prize Notification is returned to the Sponsor as undeliverable; (2) the Release is not returned or is returned unsigned; (3) the skill-testing question is incorrectly answered; or (4) the Release and answer to the skill-testing question are not received by the Sponsor within the 14-day time limit. If a prize is forfeited, Sponsor will randomly select another contest entry from eligible entries and so on until the Prize is awarded. In the Release form, the Winner will be required to confirm: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; and (iii) release of Sponsor and its parent companies, subsidiaries, affiliates, and the employees, directors, officers, suppliers and against, 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 without limitation, 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 from; and (iv) grant to Sponsor the unrestricted right, in the Sponsor’s sole discretion to publish without any further compensation the name, picture, portrait, likeness, of the Winner for advertising and promotional purposes. Any claim for a Prize made out of time will be null and void. Sponsor is not responsible for the failure, for any reason, of an eligible winner to receive notification or for Sponsor’s failure to receive the response of an eligible winner. If all required conditions are met and the eligible winner has complied with all contest rules, the eligible winner will be declared a winner (“Winner”) of the Prize.

**What are the Odds:**

Odds of winning the Prize will depend on the total number of eligible entries made during the Contest Period.

**Miscellaneous Conditions:**

By participating, each entrant agrees (1) that they have read and understood these Contest Rules and are bound by them, (2) that they are bound by any decision of Sponsor and/or its agents regarding the awarding of the Prize, (3) to accept any Prize won in the form in which it is awarded, (4) that no trades, substitutions or exchanges will be allowed and that the Prize is not redeemable for cash. By accepting the Prize, the Winner agrees: (1) to hold harmless the Sponsor, its parent companies, subsidiaries, affiliates, and their employees, officers, directors, representatives and agents (“Sponsor and Affiliates”) from all liability, including but not limited to injuries or damages of any sort connected with the receipt, use or misuse or possession of the Prize, or connected in any way whatsoever with the Contest; and (2) that Sponsor and Affiliates have not offered any guarantee express or implied, in connection with the Prize. Sponsor reserves the right to amend or terminate all or any portion of this Contest at any time for any reason without prior notice. This contest is intended to be conducted in Ontario, Canada only and shall only be construed and evaluated according to Canadian law. This contest is null and void where prohibited by law or otherwise. These are official Contest Rules. This Contest is subject to federal, provincial and municipal laws and regulations. These 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 Sponsor.

**Limitation of Liability:**

All entries/prize claims become the property of Sponsor, which assumes no responsibility for lost, stolen, delayed, damaged or misdirected entries/prize claims or for any failure of the Sponsor equipment during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification and will be declared invalid if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

**Use of Personal Information:**

By entering the Contest, an entrant agrees: to the collection, use and disclosure by the Sponsor of the entrant's personal information for the purposes of administering the Contest and awarding the Prize, if any, including but not limited to, releasing the name of a Winner to those who request such information in accordance with the section entitled "Contest Winner List" below. Entrant further understands and agrees that any personal information submitted may be stored on servers in the United States of America, and therefore may be subject to U.S. law and/or disclosure to or access by U.S. authorities in accordance with or as required by U.S. law or courts

**Contest Winner List:**

The Winner may be obtained by submitting a request via e-mail to [info@konstadin.com](mailto:info@konstadin.com) with the subject heading "Request for 2012 Contest Winner List" after December 15, 2012.