

“WIN YOUR PROM RENTAL” CONTEST RULES (the “Rules”)

Under the “Win Your Prom Rental” Monthly Contest (the “Contest”) organized by Collins Clothiers (the “Organizer”) and taking place between Saturday, February 1, 2020 at 12:01 am EST (the “Contest Opening Date”) and Sunday, May 31, 2020 at 6:00 p.m. EST (the “Contest Closing Date”), the contest winner (the “Winner”) will be chosen at random in a draw that will be held no later than the 31st of every month for the duration of the Contest for a total of four (4) Winners.

1. ELIGIBILITY

The Contest is open to all residents of Canada (excluding residents of the Province of Quebec), except for employees and agents and representatives of the Organizer.

2. HOW TO ENTER

2.1 No purchase necessary

2.1.1 To enter the Contest, the contestant (the “Contestant”) must send an SMS/text message to the number 69922 with the word ‘PROM’ before the Contest Closing Date to be automatically entered.

2.1.2 The Contestant who has completed the SMS message is eligible for the Prize (defined below) draw in the month the Contestant entered for which shall be held at the end of every month for the Contest duration. Limit of one (1) Contest entry per person per month.

3. AGREEMENT TO BE LEGALLY BOUND BY RULES

3.1 By entering the Contest, the Contestant acknowledges having read and understood these Rules and agrees to be bound by them and to comply with them. The Contestant declares that the Rules are understandable and reasonably available for consultation.

4. PRIZE

4.1 There will be one (1) prizes (the “Prize”) available to be won each month, totalling four (4) prizes, consisting of one (1) 9-piece rental package to be chosen by and rented to the Winner under the Organizer’s rental policy. The Prize includes all applicable taxes. Any additional expense not mentioned herein shall be borne exclusively by the Winner (as defined below). The approximate value of the Prize is \$229.99 CAD.

4.2 Without limiting the foregoing, the following general conditions apply to the Prize:

4.2.1 the Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Organizer in its sole and absolute discretion);

4.2.2 In the event that the Prize is not accepted in accordance with its attached conditions, the Prize will be deemed to be forfeited;

4.2.3 No substitutions are permitted, except at the option of the Organizer;

4.2.4 Organizer reserves the right at any time to substitute the Prize selected by the Winner for any reason with a prize of equal or greater retail value, including, without limitation, but solely at the discretion of the Organizer, a cash award;

4.2.5 Colour and other specifics of the Prize will be at the sole and absolute discretion of the Organizer and subject to availability;

4.2.6 The Prize cannot be applied to past purchases or transactions.

4.2.7 Winner is solely responsible for all expenses that are not included in the Prize description above, including, but not limited to, any upgrade or option package(s) that he/she may request (and that may be permitted by Organizer in its sole and absolute discretion).

5. DRAW

5.1 One (1) random draws will be held from all eligible entries received after the Contest Opening Date and before draw date (end of each month at 6:00 p.m., EST). The draw shall be held no later than the 31st of each month at 6:00 p.m., EST. in the offices of Collins Clothiers, 297 Adelaide St. S, London, ON N5Z 3K7.

5.2 The drawn name must be subscribed to the SMS database to qualify to be the winner.

5.3 The odds of winning will depend on the number of entries received.

6. PRIZE CLAIM

6.1 In order to be declared a winner, the selected Contestant must:

6.1.1 Send an SMS/Text message to 69922 containing only the word 'PROM';

6.1.2 Be reached by SMS/Text message by the Organizer within forty-eight (48) hours after the draw. If it is impossible to reach the selected Contestant by SMS/Text message within forty-eight (48) hours after the draw, all rights to the Prize will be forfeited and another entry will be drawn;

6.1.3 Visit one (1) of Collins Clothiers corporate stores and show a staff member the Winner SMS/Text message before June 15, 2020. There are seven (7) Collins Clothiers corporate store locations in Ontario, in the following cities: London, Kitchener, Windsor, Chatham, Hamilton, St. Catharines, and Barrie.;

6.1.4 Claim the Prize with an event date before or on June 30, 2020. To Claim the Prize means to have the rental package for an event date before or on June 30, 2020. Selected Contestant forfeits the Prize if the event date is after June 30, 2020.

6.2 In default of observing any of the conditions mentioned above or any other conditions stipulated in these Rules, the selected Contestant will be disqualified and the Prize that would have been awarded will be forfeited.

7. PERSONAL INFORMATION

7.1 From time to time, the Organizer, with the Contestant's consent, may use the personal information provided in the entry form for the purpose of:

7.1.1 Communicating with the winner so he/she can take possession of the Prize;

7.1.2 Communicating with the Contestant directly in relation to goods and services offered by the Organizer, including special offers and information on rental services; and

7.1.3 Conducting a survey regarding the effectiveness of the website, advertising and sales efforts made by the Organizer.

For further information regarding the use of personal information by the Organizer as described in the Policy regarding the protection of personal information and the right to privacy adopted by Collins Clothiers, the Contestant is invited to visit the website www.collinsclothiers.com.

8. GENERAL CONDITIONS

8.1 The Organizer reserves the right to cancel this agreement at its sole discretion if the Winner does not comply with the contents hereof or of the Rules. Any decision by the Organizer in this regard is final.

8.2 The Winner hereby consents, without receiving additional compensation, to the use of their name, address (city, province), voice, statements, comments, photographs and/or other likeness, by the Organizer for any purpose whatsoever through all media, including, without limitation, the Internet for advertising or promotional purposes, and they agree to sign any additional document that could serve to assign the rights to their image, in particular, to Collins Clothiers.

8.3 This Contest is subject to the federal, provincial and municipal laws, regulations and by-laws.

8.4 Any forms that are incomplete, received after the Contest Closing Date, lost, irregular in any way or sent by an unauthorized method shall be deemed null and void and will not be accepted for the draws.

8.5 The Contest is administered by the Organizer. The Organizer assumes no responsibility for entry forms that are received after the Contest Closing Date, lost, stolen, misdirected, illegible, incomplete, falsified, altered or destroyed, and such forms shall be deemed null and void. The Organizer will assume no responsibility for any problem, failure or technical malfunction of a network line, online computer system, peripheral telephone, software, server, provider, email or browser or any other technical malfunction that may occur, including, but not limited to, a problem of the transmission or non-transmission of an entry form, for any reason whatsoever. The Organizer is not responsible in any way for erroneous or inaccurate information, whether caused by website users or by the equipment and/or programs associated with or used by the Contest or by a technical or human error that may have occurred in conducting the Contest, including in the processing of entry forms. The Organizer assumes no responsibility for any error, omission, interruption, loss or fault relating to operation or transmission, failure of communication lines, loss or destruction or prohibited access to or modification of the entry forms. The Organizer is not responsible for any injuries or damages that may result from the holding of the Contest. All entry forms become the property of the Organizer and will not be returned to the Contestants. The Organizer reserves the right to destroy all the documents pertaining to the Contest once the retention period as required by law has expired. The Organizer reserves the right, at their sole discretion, to cancel, modify or postpone the Contest at any time, without prior notice, if any factor prevents the holding of the Contest pursuant to these Rules or in accordance with any law, regulation, by-law or policy of any entity having jurisdiction over the Organizer.