

## **“WIN A TRIP TO NYC” CONTEST RULES (the “Rules”)**

Under the “Win a Trip to NYC” Contest (the “Contest”) organized by Tip Top (“Organizer”) doing business as Grafton Apparel (“Grafton Apparel”) and taking place between Monday, March 4th, 2019 at 12:01 am EST and Sunday, March 31, 2019 at 11:59 p.m. EST, the undersigned (the “Winner”) will be chosen at random in a draw that will be held no later than Monday, April 15th, 2019.

### **1. ELIGIBILITY**

The Contest is open to all residents of Canada who have reached the age of majority in their province or territory of residence by the Contest Opening Date, except for employees, agents and representatives of the Organizer, its subsidiaries, affiliates, affiliated companies, advertising or promotion agencies, the suppliers of material, prizes and services related to this Contest, and any other stakeholder directly related to the holding of the Contest, as well as the members of their immediate family (father, mother, brothers, sisters, children and legal or de facto spouse) and anyone with whom these employees, representatives and agents reside.

### **2. HOW TO ENTER**

#### **2.1. No purchase necessary**

2.1.1. To enter the Contest, the contestant (the “Contestant”) must fill out the form on contest application available at [www.tiptop.ca/nyc](http://www.tiptop.ca/nyc) and provide the following mandatory information: (i) first name; (ii) last name; (iii) email address; (iv) phone number; (v) address; (vi) date of birth to confirm that he/she has reached the age of majority in his/her province; (vii) that they have read and understood the contest rules and (viii) agrees to receive marketing emails from Tip Top, before the Contest Closing Date, to be automatically entered.

2.1.2. The Contestant who has completed the online entry form is eligible for the Prize (defined below) draws, to be held no later than April 15th, 2019. Limit of one (1) Contest entry per person.

### **3. PRIZE**

3.1. The Winner hereby acknowledges and accepts the Prize consisting of flight transportation for two (2) adults to Manhattan, New York, three (3) night hotel stay, 2 tickets to a Broadway show, one (1) suit separate and dress shirt by DKNY, and one thousand dollars (\$1,000) CDN for spending, offered by Tip Top, worth a maximum value of \$7,500 CAD. Booking to be made at the discretion of Grafton Apparel. This prize includes:

- a roundtrip economy-class airfare from the Winner’s city of residence to Manhattan, New York, from an airline of our choosing;
- three (3) nights stay in one (1) room for two (2) adults, at a hotel of our choosing;
- two (2) tickets to a Broadway show of our choosing;
- one (1) Suit Separate and one (1) dress shirt by DKNY, exclusive to Tip Top;
- one thousand dollars (1,000) CDN

Any expense not mentioned above shall be borne exclusively by the Winner and his/her Travel Companion (as defined below).

#### **4. CONDITIONS ATTACHED TO THE PRIZE**

4.1. The Winner's travel companion has been designated as the person who will become the travel companion of the Winner for the purposes of the Prize (the "Travel Companion") and shall be a Canadian resident who has reached the age of majority in his/her province of residence by March 31st, 2019.

4.2. The Winner and his/her Travel Companion must travel together both ways. Travel arrangements will be made by Grafton Apparel. The trip must be completed before March 31st, 2020 ("Travel Deadline").

4.3. The following black-out dates apply: Holiday Season: from December 23, 2019 to January 06, 2020, March Break: from March 16, 2019 to March 20, 2020.

4.4. The reservations are subject to the availability of the air carrier, the hotel and the theatre at the time of the reservation. The terms and conditions of the air carrier and the hotel are applicable. Taxes, airport fees, custom duties, entry fees and tourist cards, surcharges, insurance charges, vaccination expenses, any personal expenses, personal travel insurance and travel documentation are not included in the Prize and are solely the responsibility of the Winner and his/her Travel Companion.

4.5. On the travel date, the Winner and his/her Travel Companion must have the legal right to leave Canada and to return to Canada and must have the legal right to enter and leave the United States of America. The Winner and his/her Travel Companion are fully responsible for obtaining, at their own expense, all documentation necessary for the trip as required by the authorities concerned, including, without limitation, visas, passports and vaccination certificates. These must be obtained before departure. The Winner and his/her Travel Companion must comply with the Contest validity dates and accept the alternatives proposed by Grafton Apparel, if this proves necessary. Any extension of the trip will be paid for by the Winner. Grafton Apparel reserves the right to offer a prize they consider to be of comparable quality if the Prize is no longer available for any reason.

4.6. The arrangements related to the package reservations must be made by Grafton Apparel on the date agreed by the Winner at least sixty (60) days before departure, January 28th, 2020 at the latest, and will be subject to the availability of the air carrier and the hotel at the time. To reserve, the Winner must send the signed waiver of liability form to: Alyson Martin by email at [alyson.martin@graftonapparel.com](mailto:alyson.martin@graftonapparel.com). A letter with booking procedure will then be sent to the winner. Once the booking is confirmed, fees of \$250 per person will apply for all change requests made more than four weeks before departure. No changes will be permitted within 30 days of departure.

4.7. The Prize offered must be accepted as awarded and is not exchangeable, refundable, transferable or convertible into cash. In the event that the Prize is not accepted in accordance with its attached conditions, the Prize will be deemed to be forfeited.

4.8. Grafton Apparel and all of its respective partners, shareholders, directors, officers, owners, associates, employees, members, sponsors, agents, representatives, successors and assigns shall assume no liability of any nature whatsoever for any postponement, delay or cancellation of the flight or any other component of the Prize or any other transportation included in the Prize for any reason whatsoever, including, without limitation, weather conditions or equipment breakdown or failure. In this regard, the Winner hereby waives all claims, whether past, present, future or contingent, against Grafton Apparel and all of its respective partners, shareholders, directors, officers, owners, associates, employees, members, sponsors, agents, representatives, successors and assigns relating to the subject matter hereof or relating, directly or indirectly, to any postponement, delay or cancellation of the flight or of any other component of the Prize or of any other transportation included in the Prize.

## **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 (previous day, 11:59 p.m., EST). The draw shall be held no later than April 15th, 2019 at 12:00p.m., EST, in the offices of Grafton Apparel, 44 Apex Road, Toronto, ON M6A 2V2.

## **6. PRIZE CLAIM**

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

6.1.1 Fill in the entry form and complete and answer all the compulsory fields;

6.1.2 Be reached by telephone or email by the Organizer of the Contest within forty-eight (48) hours after the draw and correctly answer the mathematical skill-testing question that will be asked. If it is impossible to reach the selected Contestant by telephone or email within forty-eight (48) hours after the draw, all rights to the Prize will be forfeited and another entry will be drawn. If it is impossible to reach the second selected Contestant by telephone or email within forty-eight (48) hours of the draw of the second entry, all rights to the Prize will be forfeited and another entry will be drawn. If it is impossible to reach the third selected Contestant by telephone or email within forty-eight (48) hours of the draw of the third entry, the prize will be forfeited;

6.1.3 Complete and sign the declaration and waiver form (the "Declaration Form") which will be transmitted by the Organizer and must be returned to the Organizer of the Contest within three (3) business days of receipt.

6.2 The winner will be named within thirty (30) days following the draw date for the Prize.

6.3 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. Within the days following receipt of the duly completed Declaration Form, the Organizer of the Contest will contact the winner to inform him/her of how to claim the Prize.

## **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 travel 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 Grafton Apparel and its affiliates, the Contestant is invited to visit the website [www.tiptop.ca](http://www.tiptop.ca).

## **8. GENERAL CONDITIONS**

8.1. Grafton Apparel reserves the right to cancel this agreement or the trip at its sole discretion if the Winner or Travel Companion do not comply with the contents hereof or of the Rules or if, without limitation, the airline or hotel is informed of any factor preventing or hindering the trip for any reason whatsoever, subject to the provisions of subsection 2 above. Any decision by Grafton Apparel in this regard is final.

8.2. The Winner and Travel Companion hereby consent, without receiving additional compensation, to the use of their name, address (city, province), voice, statements, comments, photographs and/or other likeness, by Grafton Apparel 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 Grafton Apparel.

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.

8.6. 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.

8.7. The winner's name may be obtained by writing to "WIN A TRIP TO NYC", Attn: Alyson Martin, Grafton Apparel, 44 Apex Road, Toronto, ON M6A 2V2.