



Every detail guaranteed™

## « Win a Smart Garaga Door! » Sweepstakes Rules

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1. The Sweepstakes “**Win A Smart Garaga Door!**” (hereafter the Sweepstakes), is organized by Garaga Inc., headquartered at 8500 25<sup>th</sup> Avenue, St-Georges, QC, Canada, G6A 1K5, in its name and for only its benefit. This sweepstakes takes place in Canada (excluding British Columbia, Northwest Territories and Nunavut) and United States (Specific States only: Iowa, Nebraska, Ohio, Illinois, New York, New Hampshire, Rhode Island, Delaware, Connecticut, Pennsylvania, Indiana, Massachusetts, Maine, New Jersey, Maryland, Michigan and Vermont). It begins Wednesday, January 23, 2019 at 11:00 am (EST) and ends on Wednesday, June 26<sup>th</sup>, 2019 at 10:00 am (EST). All references to the time in these rules refer to Eastern Standard Time (EST). This sweepstakes is presented and advertised by Garaga Inc. and its different partners as dealers of Garaga products, to name a few.

### ELIGIBILITY

2. The Sweepstakes is open to any legal resident of Canada (excluding British Columbia, Northwest Territories and Nunavut) and United States (Specific States only: Iowa, Nebraska, Ohio, Illinois, New York, New Hampshire, Rhode Island, Delaware, Connecticut, Pennsylvania, Indiana, Massachusetts, Maine, New Jersey, Maryland, Michigan and Vermont), who is eighteen (18) years of age or older at time of entry, and who is the owner of a residential garage or foresees becoming the owner in the 12 months following the awarding of the prize. The Sweepstakes excludes Garaga employees, representatives, advertising and promotional agencies and dealers, as well as any person with whom these employees or dealers are domiciled or any member of their immediate family. For purposes of the Sweepstakes rules, immediate family means the father, mother, brother, sister, child, husband, wife or common-law spouse.

By entering the Sweepstakes, entrants agree to receive an email confirming their participation as well as an email announcing the winner after the drawing and awarding of the prize.

3. The entrants must respect the following limits. Otherwise, Sweepstakes organizers reserve the right to disqualify one or more of their entries:
  - There is a limit of one entry per email address.
  - The entrant must be the rightful owner of a building having a residential garage or be in the process of new residential construction that includes a garage within the geographic limits of the postal/zip code used when entering the Sweepstakes. In the absence of such a connection of ownership or of tangible evidence of a construction project, the entrant will not be eligible to receive his or her prize.
  - The prize is non-transferable and must be used in a building that has a garage whose property titles include the name of the winner.
  - If the winner's garage is located more than 100 km / 60 miles from a Garaga Expert Dealer, as indicated by the Dealer Locator page on the Garaga website, the winner will pick up his or her door from the nearest dealer and organize by him or herself the transportation to and installation of the door at the home. The prize will thus include a maximum amount of **\$2500** for the garage door(s) system.

## HOW TO ENTER

4. No purchase necessary.
5. During the Sweepstakes period, visit the "Design Centre" section of the Garaga.com website or the corresponding page on an affiliated dealer's website and create a door that suits your garage and your home. When you have finished selecting the features of the door, click on "I want to win this Garaga garage door" and complete the online entry form by answering all the questions that appear. You will receive an email confirming your entry in the Sweepstakes. If you do not receive the email, you are not officially entered in the Sweepstakes. The confirmation email may take up to 3 business days to be sent.
6. Participation is limited to one entry per email address, regardless of whether entrants registered their data on different websites.
7. Entrants in the Sweepstakes, who **make the purchase** of a Garaga garage door during the Sweepstakes period or in the 12 previous months, should keep a copy of their invoice. If one of these purchasers wins the Sweepstakes as an entrant, Garaga will give the entrant the sum of **\$5000** to replace the door portion of the prize defined par the Sweepstakes.
8. To be eligible, the entrant must be the rightful owner of a residential building having a garage or be in the process of new construction that includes a garage.

## PRIZE

### Grand prize:

The value of the prize is \$2500, including the garage door system, the opener, and its accessories.

The Sweepstakes prize is the supply and installation of a GARAGA garage door, a garage door opener, and its accessories. A Nest Cam Indoor security camera is also included. Installation and video history are not included for the Nest Cam Indoor security camera. Taxes (if applicable) will be paid by Garaga, but any other costs such as permits or necessary repairs to the garage structure will be at the expense of the Sweepstakes winner. The value of the garage door is the suggested retail price in the winner's market.

If the winner's garage is located more than 100 km / 60 miles from a Garaga Experts Dealer as indicated by the Dealer Locator page on the Garaga website, the winner will pick up his or her grand prize from the closest dealer and organize by him or herself the transportation to and installation of the grand prize at the home.

9. The price is non-redeemable, nor transferable. The prize must be accepted as described in these rules and cannot be substituted with another prize or be exchanged for any other prize. The prize has no cash value and can only be granted if the winner meets the requirements of Chapter 3 of these rules.
10. If the choice made when entering represents more than one door for a garage with multiple doors, Garaga will limit the prize to a maximum of \$2500 in doors and installation.
11. The winner must be the owner of a residential home, townhome (row home) or of an individual condominium and must complete the installation of the door(s) between August 1<sup>st</sup>, 2019 and November 30, 2020.

12. Garaga reserves the right, at its sole discretion, to substitute the prize with another of comparable value or by the cash value if said prize could not be awarded as described in the **PRIZE** section.

## **DRAWING**

13. From among the entries received and recorded on the websites, 10 entrants will be randomly selected electronically as finalists on July 3<sup>rd</sup>, 2019. A manual drawing will be conducted amongst finalists on July 3<sup>rd</sup>, 2019 at 12:00 pm at Garaga's headquarters to determine the winner.
14. To be declared the winner, the entrant whose entry form was randomly selected for the prize must comply with the conditions of participation and eligibility provided in these Rules, and to this end, the winner may be required to sign a declaration of compliance with the Sweepstakes Rules. Failure to respect one or more of these conditions will disqualify the winner, and another drawing will be held in order to determine a new winner from among the finalists.
15. Garaga will notify the winner(s) by email. In the event Garaga is not able to contact the person selected in the drawing for whatever reason within seven (7) days following the drawing, Garaga will proceed with as many drawings as necessary from among the finalists' entries.
16. In order to claim the prize, the winner must complete and sign a declaration and release of liability (the Form) that will be mailed and/or sent by courier and/or faxed and/or emailed by Garaga and return it duly completed within fifteen (15) days following its receipt. Failure to receive the signed Form within that time frame, Garaga reserves the right, at its discretion, to undertake a new drawing in order to award the prize. In the event that Garaga decides not to hold a new drawing, the prize would then not be awarded.
17. By entering this sweepstakes, the winner authorizes the Sweepstakes organizers to use, if required, his or her name, photograph (before and after installation of the new garage door), place of residence, voice, image and (or) a statement regarding the prize for advertising purposes, and this, without any form of compensation.
18. The winner must answer a mathematical skill-testing question correctly, which is:  $(10 \times 3)$  divided by 2: \_\_\_\_

## **GENERAL CONDITIONS**

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Garaga Inc. to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

19. This prize cannot be combined with any other promotion from Garaga Inc.
20. The organizers shall not be held liable in any way whatsoever in the event their inability to act results from a fact or a situation beyond their control, malfunction of any communications line, or from a strike, lockout or any other labour conflict in the organizations or companies whose services are required to hold the Sweepstakes.
21. Sweepstakes organizers are not responsible for incomplete or incomprehensible information given by entrants. Garaga reserves the right to reject any online entry form that is incomplete or containing human or mechanical error and to proceed to draw another entry.
22. All decisions made by Garaga Inc. and its authorized representatives are final and binding on all matters relating to the Sweepstakes. The Sweepstakes is subject to all applicable federal, provincial/state and local laws. Only the winner's name that has been drawn will be contacted. The winner's name will be sent to entrants by email.

23. Refusal to accept a prize: the refusal by a person chosen at random to accept a prize according to the conditions specified in these rules will release the Sweepstakes organizer of any obligation in connection with this prize and this person.
24. Every prizewinner acknowledges that from the day he/she wins a prize the only warranty applicable is the usual manufacturer's warranty (if applicable).
25. Release and Limitations of Liability By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties)" from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Sweepstakes-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
26. Garaga Inc. reserves the right, subject to the approval of the *Régie des alcools, des courses et des jeux du Québec*, to cancel, suspend, or change the rules of this Sweepstakes at any time, in the event of a technical failure, computer virus or bug, or any other occurrence that affects normal operation of the Sweepstakes.
27. Any litigation respecting the conduct or organization of a publicity sweepstakes may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.
28. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. And entrants agree that Garaga will communicate with them by email.
29. Sweepstakes rules are available for the duration of the Sweepstakes, at [garaga.com/wyd](http://garaga.com/wyd)
30. If a paragraph of these rules is declared or deemed illegal, unenforceable, or invalid by a competent court, that paragraph will be considered invalid, but all other paragraphs that are unaffected will be enforced to the extent permitted by law.
31. Language. In a case of any discrepancy between the French or the English version of the present rules, the French version prevails.
32. Information collected from entrants is subject to Sponsor's privacy policy.