

## **BC VQA Explore BC Wine (“Sweepstakes”)**

### **2016/2017 OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AT THE TIME OF ENTRY.**

**1. ELIGIBILITY:** Open to Canadian residents who are 19 years of age or older at the time of entry excluding residents of Quebec. The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of British Columbia Wine Institute (“Sponsor”), its parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, administrative, and promotions agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, “Sweepstakes Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes). Transportation within British Columbia or Alberta only.

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins on September 19, 2016 at 12:00:00 AM Pacific Time (“PT”) and ends on March 31, 2017 at 11:59:59 PM PT (the “Sweepstakes Period”). The Website server for WineBC.com is the official clock for this Sweepstakes.

**3. TO ENTER:** Post your BC VQA Wine Experience Photo on Instagram or Twitter, including the hashtag #ExploreBCWine in the post during the Sweepstakes Period. Each eligible Photo from an eligible participant’s account containing the #ExploreBCWine hashtag will count as one Contest entry (an “Eligible Entry”). A minimum of one Instagram Photo or Twitter Photo from an eligible participant’s account must be posted in order to qualify as an Eligible Entry. Those eligible participants who fail to properly include the #ExploreBCWine hashtag will not qualify their Photo post as an Eligible Entry. By posting the hashtag #ExploreBCWine, participants agree to all the terms and conditions relative to the Contest’s respective prizes as well as the Contest’s Rules and Regulations. Each Photo submitted must be original, creative and real as determined by the Sponsor in their sole discretion. Unlimited amount of Photos can be submitted throughout the Contest Period. If the Photo is submitted more than once, the first posting will be considered a valid entry and any subsequent duplications will be void. Photo submitted in any other manner and format other than what is outlined here will not be accepted. Photos must only be uploaded by the entrant themselves. Any entrants uploading content for which they do not have permission to use, will be disqualified. Photos that do not comply with these Official Contest Rules or the Terms of Use of the Contest or that contain prohibited, or inappropriate content such as illegal, immoral or offensive words or terms, as determined by the Sponsor or its agent in their sole discretion will be removed from the Contest and disqualified. All Photos will be screened to ensure that the Photo criteria has been

met. Sponsor will not be responsible for illegible, incomplete, lost, misdirected or late entries, these submissions will be void. Any use of automated devices is prohibited. Automated Instagram or Twitter posts sent via a bot will be disqualified. Automated and/or repetitive electronic submissions (including but not limited to entries made using any script, macro, bot or Contest service) will be automatically disqualified and transmissions from these or related Instagram and Twitter accounts may be blocked. Participants acknowledge the non-responsibility of Instagram and Twitter, their officers, directors, employees and agents with regards to all aspects of the Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. Participants understand that all contest information is provided to the Contest Sponsor and not to Instagram or Twitter.

**4. DRAWING AND ODDS OF WINNING:** One (1) Winner will be selected for each of the three (3) prizes by the BC VQA Judging Panel selecting the photo they feel best shared a BC Wine Experience at the sole discretion of the BC VQA Judging Panel from all Eligible Entries received. Odds of winning depend on the number of Eligible Entries received. Judging will be conducted from all Eligible Entries received on or about Thursday, October 31, 2016 (Autumn Prize), Tuesday, February 7, 2017 (Winter Prize) and Friday, March 31, 2017 (Spring Prize) by the BC VQA Judging Panel representatives, whose decisions shall be final and binding on all matters relating to the Sweepstakes.

**5. PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”):**

**THREE (3) GRAND PRIZES:** A 3-day/2-night trip for each winner (“Winner”) and one (1) verified guest to British Columbia Wine Country, Canada. Grand Prize must be redeemed prior to May 31, 2018 and is subject to supplier availability and blackout dates.

**Each of the three (3) Grand Prize trips includes:** Round-trip coach transportation for Winner and one (1) verified travel Guest (“Guest”) from one of the following airports in British Columbia or Alberta to Kelowna, British Columbia, Canada: Abbotsford International Airport (YXX); Calgary International Airport (YYC); Canadian Rockies International Airport (YXC); Edmonton International Airport (YEG); Prince George Airport (YXS); Vancouver International Airport (YVR); Victoria International Airport (YYJ); two (2) nights’ accommodations (double occupancy, standard accommodations) in British Columbia Wine Country; and lunch and dinner for two (2) people over three (3) days. **ARV: \$1,750 each trip / \$5,250 for all three (3) trips.**

**6. PRIZE RESTRICTIONS:** Prize is non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. If prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute prize in whole or in part with one of equal or greater value. The ARV for each Grand Prize is as of the date these rules were finalized and may fluctuate. Any difference between the stated ARV and actual value at the time the prize was awarded will not be awarded. Actual value of each Grand Prize may vary depending on Winner’s point of travel origin, airfare, and hotel fluctuations. **If the Grand Prize Winner resides within 200 kilometres of Kelowna, British Columbia, the**

**Grand Prize Winner will receive ground transportation in lieu of air transportation, and no compensation will be given for such substitution.** Airport, airline, and/or hotel accommodations will be determined by the Sponsor. Travel dates and accommodations are subject to availability and restrictions. Grand Prize Winners and Guests must provide their own transportation and parking to and from the departure airport. **Travel dates will be based on the calendar of 2017 and 2018 and are at the Sponsor's discretion. If Grand Prize Winners are unable to travel prior to May 31, 2018, as designated by Sponsor, prize will be forfeited and an alternate winner will be selected.** If Grand Prize Winners do not designate an eligible Guest by the designated date specified by Sponsor, the portion of the Grand Prize related to the Guest will be forfeited. Once a Guest is selected, he or she may not be substituted, except in Sponsor's sole and absolute discretion. Grand Prize Winners and Guests must travel on same itinerary, comply with all security requirements for travel and are solely responsible for obtaining all necessary travel documents prior to departure date for travel. Grand Prize Winners and Guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. **Winners' Guests must be 19 years of age or older.** Grand Prize Winners and Guests must sign and return a release of liability/publicity before travel is booked. Travel arrangements are subject to availability. All airfare, luggage fees, hotel, meals, ground transportation, gratuities, excursions fees, alcoholic beverages and any other incidental costs or other expenses not specifically set forth herein are the sole responsibility of Winner. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Airline tickets are subject to flight variations, work stoppages, and schedule or route changes. Sponsor shall not be responsible for any cancellations, delays, diversions, or substitution of any act or omission whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Grand Prize-related services or accommodations. No refund or compensation will be made in the event of the cancellation or delay of any flight. Sponsor shall not be liable for any loss or damage to baggage. Additional prize details and travel information to be provided to the Grand Prize Winners at the time of notification. Lost, stolen, or damaged airline tickets, travel vouchers, or certificates will not be replaced or exchanged.

**Event Ticket Restrictions:** Grand Prize Winners' and Guests' seat assignments during events will be designated by Sponsor. Tickets will not be refundable or redeemable for cash or credit at any time, nor will they be replaced if lost or stolen. Passes and tickets are subject to certain terms and conditions as specified by issuer. Winners agree that event admission is awarded pursuant to a revocable, non-transferable license that is personal to the Winners and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. Sponsor and/or its prize providers have the right, at their sole discretion, to disqualify and remove Winner and/or his/her Guest from any activity at any time without compensation if the Winner's behavior or his/her Guest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the

reputation of Sponsor, or its prize providers, and in such a case, the Winner will still be solely responsible for all taxes and other expenses relating to the prize. Winner and/or Guest's participation in any or all activities on the prize trip is voluntary.

**7. WINNER NOTIFICATION AND PRIZE CLAIM:** Winner is subject to verification, including verification of age.

THE SELECTED ENTRANT WILL BE NOTIFIED BY SPONSOR THROUGH PRIVATE MESSAGE VIA INSTAGRAM DIRECT OR TWITTER WITH INSTRUCTIONS ON HOW TO CONTACT SPONSOR THROUGH E-MAIL NO LATER THAN SEVEN (7) BUSINESS DAYS FOLLOWING THE SEASONAL CONEST CLOSING DATE AND MUST RESPOND WITHIN THREE (3) DAYS OF NOTIFICATION. If any winner does not respond within three (3) business days of notification attempt, prize may be forfeited and an alternate winner may be contacted. Upon Sponsor's receipt of the potential Grand Prize Winner's email, they will be sent via email an Affidavit of Eligibility/Liability Release and where lawful, a Publicity Release, and will be required to complete, sign, notarize and return documents via email or fax within five (5) calendar days. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants. If a prize notification or prize is unclaimed, or returned as undeliverable, if any prize correspondence is not returned within the required time period, or, if a potential winner is found not to be eligible or in non-compliance with these Official Rules, the prize will be forfeited and an alternate winner may be contacted (time permitting).

**Taxes:** Each Grand Prize Winner is solely responsible for any taxes on the prize.

Sponsor reserves the right to conduct a background check on the potential Grand Prize winners using all legal means and all publicly available information, including but not limited to civil and criminal records, and potential winner will be required to consent in writing to such a background check. Sponsor reserves the right to disqualify any potential winner who has been convicted of a felony or any crime or moral turpitude, which would reflect negatively upon Sponsor by Sponsor's association with such person.

**8. GENERAL CONDITIONS:** INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prize in a drawing from among all eligible, non-suspect entries received

prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes.

**9. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Sweepstakes Parties, (collectively, "Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Sponsor or Sweepstakes Parties for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website. Use of Website is at user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website or the download of any information from the Website, or any other loss related to user's participation in the Sweepstakes or receipt of the prize. As a condition of entering, entrants agree to release Sponsor and Sweepstakes Parties from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of the prize, including any traveling related thereto.

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW

THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

**10. PUBLICITY:** By submitting your photo using the hashtag #ExploreBCWine (the “Content”) you hereby grant British Columbia Wine Institute (the “Sponsor”), its affiliates, subsidiaries, assigns, licensees and legal representatives the irrevocable, perpetual, worldwide right to use, reproduce, market, store, distribute, publicly and privately display, communicate, and promote the Content through the Wines of British Columbia Web sites (WineBC.com and WineBC.org), social media channels and through such other publishing or distribution channels as the Sponsor may designate in any medium now known or hereafter devised, for editorial, commercial, promotional, advertising and all other purposes. While you retain ownership of all right, title, and interest in and to the Content itself, you consent and agree that British Columbia Wine Institute owns all right, title, and interest in and to any compilation, collective work or other derivative work(s) created by British Columbia Wine Institute using or incorporating the Content. You represent and warrant that (i) the Content does not and shall not infringe on any copyright or any other third party right nor violate any applicable law or regulation, (ii) you have the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Content, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity. You have obtained the consent of all other persons who are pictured in the Content or who otherwise have rights to the Content. You hereby agree to defend and hold British Columbia Wine Institute and its agents, assigns, licensees, and legal representatives harmless from and against any third party claim arising from use of the Content. You waive any right to privacy. Except where prohibited by law, by accepting the prize, winner grants permission for Sponsor and those acting under its authority to use his/her name, and address (city and Province, Photograph, winning Eligible Entry Photo, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Instagram, Twitter, Facebook and Websites) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as one of the three grand prize winners, your information may also be included in a publicly-available winner list.

**11. GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of British Columbia, Canada, without giving effect to any choice of law or conflict of law rules thereof. By entering, you consent to the jurisdiction and venues of the federal, provincial, and local courts located in British Columbia, Canada for the resolution of all disputes, and agree that any and all disputes shall be resolved exclusively in those courts. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held

to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

**12. WINNER LIST:** The name of each Winner will be posted on the Website after verification and through December 31, 2018.

**13. SPONSOR:** British Columbia Wine Institute, 1726 Dolphin Ave #107, Kelowna, BC V1Y 9R9, Canada.