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## **Wine Growers BC & BC Dairy Winter Holiday Giveaway 2023: OFFICIAL RULES AND REGULATIONS**

### **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

IMPORTANT: PLEASE READ THESE OFFICIAL RULES AND REGULATIONS (“OFFICIAL RULES”) BEFORE ENTERING WINE GROWERS BC & BC DAIRY (THE “CONTEST”) ORGANIZED BY WINE GROWERS BRITISH COLUMBIA (“WGBC”). BY ENTERING THE CONTEST, YOU REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY AND OTHER REQUIREMENTS IN RULES 1 AND 2 BELOW, THAT YOU HAVE READ AND UNDERSTOOD THESE OFFICIAL RULES AND YOU AGREE, AND ARE CONCLUSIVELY DEEMED TO HAVE AGREED, TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES.

#### **1. HOW TO ENTER**

The Contest begins at 9:00:00 a.m. Pacific Time (“PT”) on Wednesday, November 15, 2023, and ends at 11:59:59 a.m. PT on Tuesday, November 28, 2023 (the “Contest Period”).

To participate in the Contest, individuals may:

- (a) visit WineBC.com (the “Website”) and complete and submit an online entry form during the Contest Period (an “Online Entry”); and/or
- (b) in response to the contest entry post on the @winesofbc Instagram channel, post a comment during the Contest Period (an “Instagram Entry”) and tag a friend. An Instagram Entry will not be valid unless the individual submitting an Instagram Entry follows all three Instagram channels; @winesofbc Instagram, @squeaky\_cheese Instagram and @bcdairy Instagram, and “like” the Contest Instagram Post on the @winesofbc Instagram channel. An individual is encouraged to tag multiple friends, each tag in a separate comment, and each separate comment with a friend tagged will count as an extra entry.

Individuals are limited to (i) one Online Entry and (ii) unlimited Instagram Entries. Each Online Entry and each Instagram Entry is an “Entry” (collectively referred to in these Official Rules as “Entries”). All Entries must be manual. Automated Entries are prohibited, and any use of automated devices will result in disqualification from the Contest. Separate data charges may apply to Entries submitted using a mobile device. Each person to submit an Entry will be considered an “Entrant”.

Should multiple users of the same e-mail account enter the Contest and a dispute thereafter arises regarding the identity of the individual who submitted an Entry, the authorized account holder of that e-mail account at the time of entry will be considered the Entrant. An “authorized account holder” is defined as the natural person who is assigned an e-mail address by an internet access provider, on-line service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

## **2. ELIGIBILITY**

To be eligible to participate in the Contest, an individual must, at the time of submission of an Entry: (a) be a legal resident of Alberta or British Columbia; and (b) have reached the age of 19.

Individuals are not eligible to participate in the Contest if the individual is: (a) an employee, representative or agent of WGBC or BC Dairy or any of their affiliates or license holders, or an employee of a representative or agent of WGBC or BC Dairy or any of their affiliates or license holders (each an "Employee"); (b) an immediate family member (defined as mother, father, brother, sister, son, daughter, or spouse, regardless of where that family member resides) of an Employee (each a "Family Member"); or (c) a person domiciled with an Employee or a Family Member.

Alberta and British Columbia provincial liquor agencies are not connected to the Contest in any manner whatsoever and are not liable in any way whatsoever regarding any matter that relates to the Contest.

At any time, WGBC will have the right to request from any Entrant proof of identity and/or eligibility to participate. Failure to provide proof within a reasonable time or the provision of false or misleading information could result in the Entrant's disqualification. WGBC reserves the right to disqualify any Entrant who, in WGBC's sole discretion, does not comply with these Official Rules or who otherwise tampers with the entry process.

## **3. PRIZE PACKAGES**

There is one Wine Growers British Columbia (WGBC) and BC Dairy giveaway package to be won ("Prize Package"). One winning Entrant ("Winner") will be selected in accordance with the process set out in Rule 4 below.

A Prize Package will include; two wine tumblers, two coffee tumblers, two I heart BC wine sweatshirts, one Okanagan Eats cookbook, two winter toques, two scarves, one picnic blanket, one grey Wine Growers British Columbia bag, one cork notebook, four wine glass pens, four small wine and cheese boards, one Dairy Farmers of Canada Insulated Bag, an assortment of BC cheese and edible accompaniments.

The retail value of a Prize Package will not exceed \$750 CDN, inclusive of all applicable taxes (the "Maximum Prize Package Value"). WGBC will determine the value of the components of a Prize Package, and the determinations of WGBC will be final and binding. Any difference between the Maximum Prize Package Value and the actual value of a Prize Package will not be awarded.

A Prize Package will be mailed to each Winner by December 31, 2023.

Any costs and expenses associated with a Prize Package and not specifically referred to in these Official Rules will be the sole and exclusive responsibility of a Winner.

The above description constitutes the expected components and details of a Prize Package. All aspects of the Prize Package are subject to availability, weather conditions and other factors beyond WGBC's control and are subject to change.

#### **4. SELECTION AND ANNOUNCEMENT OF THE WINNER**

The random draw for each Prize Package will be conducted as follows: on November 28, 2023, at approximately 1:00 p.m. PT, a random draw will be conducted by WGBC to select one Entry from all Entries received during the Contest Period. The odds of winning a Prize Package are dependent on the total number of Entries received during the Contest Period.

Following the random draw, WGBC will attempt to contact the Entrant by phone, e-mail or Instagram direct message with the information provided in the selected Entrant's Online Entry or Instagram account once per day for two consecutive calendar days. If, for any reason, WGBC is unable to contact the Entrant by phone, e-mail or Instagram direct message, WGBC may, in its sole discretion, attempt to contact that Entrant by other means, though WGBC is under no obligation to do so and reserves the right to select another Entrant in accordance with this Rule 4 in such an event.

The Entrant will have a further 24 hours from the time the last attempt to contact the Entrant was made to respond to WGBC via e-mail, phone, voicemail or Instagram direct message. If an Entrant does not respond as required under this Rule 4, responds but is deemed to be ineligible in WGBC's sole discretion or is unable or unwilling to comply with these Official Rules, the Entrant will be disqualified; in this case, another random draw will be conducted by WGBC to select an Entry from the remaining Entries received during the Contest Period and will contact that Entrant in accordance with this Rule 4.

WGBC is not responsible for any change in the Entrant's phone number or other contact information or for any failure whatsoever of an Entrant to receive WGBC's notification or for WGBC to receive a selected Entrant's response.

#### **5. RELEASES**

Before being declared a Winner, the Entrant will be required to sign a declaration of eligibility and release form (the "Release") indicating that the Entrant: (a) has complied and agrees to comply with these Official Rules; (b) accepts the Prize Package as offered; (c) will keep his/her winning notification confidential until notified by WGBC; (d) releases WGBC, their respective agents, affiliates, employees, licensees, successors, assigns, contractors and subcontractors, and, as applicable, Taste Advisor Inc, Facebook, Instagram and Twitter and any other parties to be added to the Release in WGBC's sole discretion (the "Released Party"), from any and all liability arising from the Entrant's participation in the Contest or his/her acceptance, use, misuse or awarding of the Prize Package (including any associated travel); (e) indemnifies the Released Party from any and all losses that the Released Party may incur arising out of any act or omission by him/her in connection with the Contest or the Prize Package; and (f) except where prohibited by law, acknowledges WGBC's right to publish and/or broadcast the Winner's picture, name, voice, likeness and/or statements without further compensation other than the Prize Package offer. The wording of the Release will be determined by WGBC, in their sole discretion. WGBC may also add such other terms and conditions to the Release as WGBC, in their sole discretion, may deem necessary.

The Entrant must return the Release by the date indicated on the Release. If the Entrant's Release is not returned on time or is returned as non-deliverable, or if an Entrant is disqualified for any other reason, that Entrant may be required to forfeit the Prize Package in its entirety, at WGBC's sole discretion. If a Prize Package is forfeited in accordance with this Rule 5, another Entrant for that Prize Package will be selected using the process set out in Rule 4.

## **6. PRIVACY**

By participating in the Contest, the Entrant: (a) grants to WGBC the right to use his/her personal information provided when he/she enters the Contest (collectively, the "Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing a Winner and coordinating the provision of the Prize Package; (b) grants to WGBC the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (c) acknowledges WGBC may disclose his/her Personal Information to third-party agents and service providers of WGBC in connection with any of the activities listed in (a) and/or (b) above.

WGBC will use the Entrant's Personal Information only for the above identified purposes and will protect the Entrant's Personal Information in a manner that is consistent with WGBC's privacy policy published at <https://winebc.com/privacy-policy/>.

Entrants who check the box on an Online Entry indicating that they would like to receive information from WGBC acknowledge and agree that effective as of the date of submission of the Online Entry:

- (a) WGBC is collecting the Entrant's Personal Information for the purpose of providing the Entrant with relevant wine and travel information via WGBC's marketing program; and
- (b) the Entrant consents to the disclosure of this Personal Information, inside or outside of Canada, for the purpose described in paragraph (a) above.

The Entrant's Personal Information will not be provided to any third parties other than as provided in these Official Rules or as required by law.

## **7. LIMITATION OF LIABILITY**

WGBC will assume no responsibility for, and under no circumstances will WGBC or any of their respective agents, affiliates, employees, licensees, successors, assigns, contractors or subcontractors be liable to any person or business entity for, any direct, indirect, special, incidental, consequential or other damages based on any Entrant's participation in the Contest, including for: (a) Entries which are incomplete, unintelligible, lost, late or misdirected; (b) technical failures of any kind, including but not limited to failure of the internet or the Website during the Contest Period, any problems, failure or technical malfunction of any telephone network or lines, online or electronic systems, servers, access providers, computer hardware or software, incomplete, garbled or delayed internet/e-mail computer or mobile device transmissions on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof or other failures related to hardware, software or virus; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error related to the administration of the Contest or the processing of Entries; (e) any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from any Entrant or Winner's participation in the Contest and/or a Prize Package or any component thereof; (f) any use of the Website or any other website to which the Website is linked (including without limitation any injury or damage to an Entrant's or any other person's computer or mobile device relating to or resulting from participation in or downloading of any materials relating to the Contest); or (g) any Entrant's failure to abide by the Official Rules. The limitations of liability set out in this Rule 7 apply, without limitation, to any lost profits, business interruption or loss of programs or information and will apply even if WGBC have been specifically advised of the possibility of such damages.

## **8. RELEASE BY ENTRANT**

By participating in the Contest, the Entrant hereby releases WGBC and their respective representatives, including agents, affiliates, employees, licensees, successors, assigns, contractors and subcontractors, and, as applicable, Facebook, Instagram and Twitter, from any and all liability whatsoever, and waives any and all causes of action related to any injury, loss or damage of any kind to any person or persons, whether intentional or unintentional, related to or resulting in whole or in part, directly or indirectly, from the Entrant's participation in the Contest and/or a Prize Package or any component thereof.

## **9. WARRANTY DISCLAIMER**

The Website and all of the information it contains is provided "as is" without warranty of any kind, whether express or implied. All implied warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement, are hereby expressly disclaimed. The Prize Package and all components thereof are awarded "as is" and without warranty of any kind, express or implied.

## **10. MISCELLANEOUS**

All decisions of WGBC will be final and binding in all matters relating to the Contest. WGBC reserves the right, without prior notice, to cancel, terminate, modify or suspend the Contest if, for any reason, the Contest is not capable of running as planned or if the administration, security, fairness, integrity or proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control. In the event of cancellation of the Contest, WGBC may, in its sole discretion, select another Entry from all Entries received prior to cancellation in accordance with the process set out in Rule 4. WGBC reserves the right to amend these Official Rules without prior notice if any factor interferes with the proper conduct of the Contest as contemplated by these Official Rules.

In these Official Rules, the singular implies the plural, and vice versa, as the context requires. If any term or provision of these Official Rules is invalid, illegal or unenforceable, all other terms and provisions of these Official Rules will nonetheless remain in full force and effect.

These Official Rules are governed by, and are to be construed in accordance with, the laws of the province of British Columbia and the laws of Canada applicable therein, excluding any conflict of law rules.

## **11. OFFICIAL RULES AND WINNERS LIST**

For a copy of these Official Rules or the names of the Winner, send a written request to: Marketing Manager, WGBC, 470-1726 Dolphin Ave, Kelowna, V1Y 9R9 (SUBJECT: Wine Growers BC and BC Dairy). You must specify whether you are requesting a copy of these Official Rules, the names of the Winner or both.

## **12. INTELLECTUAL PROPERTY**

All intellectual property associated with the Contest, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by WGBC and/or their affiliates or licensors. All rights are reserved. Unauthorized copying or use of such intellectual property without the express written consent of its owner is strictly prohibited.

**13. DISCREPANCY**

In the event of any discrepancy or inconsistency between a term or condition of these Official Rules and any statement or other information contained in any materials related to the Contest, including but not limited to the Website, the Online Entry form, or point of sale, television, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

**14. SOCIAL MEDIA**

The Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook, Instagram and Twitter. Any personal information provided in connection with the Contest is being provided to WGBC, not to any social media platforms on which the Contest may have been promoted and/or publicized. Any questions or comments regarding the Contest must be directed to WGBC, not to any social media platforms on which the Contest may have been promoted and/or publicized.

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