

WESTSIDE WINE TRAIL 2016 PASSPORT CONTEST

Official Rules and Regulations

THE WESTSIDE WINE TRAIL 2016 PASSPORT CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE NINETEEN YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. THE CONTEST IS VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

1) ELIGIBILITY

To be eligible for this Contest, an individual must:

- (a) Be a legal resident of Canada, excluding the province of Quebec; and,
- (b) Be nineteen (19) years of age or older at the time of entry.

Employees of the member Westside Wine Trail Wineries – Beaumont Family Estate Winery, Ciao Bella Winery, Indigenous World Winery, Kalala Organic Estate Winery, Grizzli Winery, Little Straw Vineyards, Mission Hill Family Estate, Mt. Boucherie Family Estate Winery, Off the Grid Organic Winery, Quails' Gate Estate Winery, Rollingdale Winery, the hatch, and Volcanic Hills Winery (collectively, the "Sponsors") – and their immediate families are not eligible to participate in the Contest. The Contractor administering the Contest on the West Kelowna Vintners Association's behalf (the "Contractor"), nor the Contractor's immediate family are eligible to participate in the Contest.

The Sponsors and/or the Contractor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. Personal and other information, which is requested and supplied for the purposes of the Contest, must be truthful, complete and accurate and cannot in any way be misleading. The Sponsors and/or the Contractor reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD

The Contest begins at 12:01 pm. Pacific Daylight Time ("PDT") on Sunday, May 1, 2016 and ends at 7:00 p.m. PDT on Friday, March 31, 2017 (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER

No purchase is necessary to enter the Contest.

Entry into the contest is by deposit into draw box only. No entries will be accepted by any other means.

- (a) To enter, complete and submit the entry form into a draw box at one of the participating wineries: Beaumont Family Estate Winery, Ciao Bella Winery, Grizzli Winery, Indigenous World Winery, Kalala Organic Estate Winery, Little Straw Vineyards, Mission Hill Family Estate, Mt. Boucherie Family Estate Winery, Off the Grid Organic Winery, Quails' Gate Estate Winery, Rollingdale Winery, the hatch and Volcanic Hills Winery.
- (b) Limit of one (1) entry ballot per person. In the case of multiple entry ballots by the same person, all entries will be disqualified.
- (c) All entries placed in the draw box become the sole property of the West Kelowna Vintners Association and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for the Prize.

4. PRIZES

- (a) PRIZE – One (1) Prize package is available to be won by the Prize Winner (the "Winner") consisting of:
 - i. Thirteen (13) \$25 gift certificates, one from each participating winery. The Gift Certificates will be mailed out to the Prize Winner. The Prize has a maximum prize value of \$325 and it cannot be redeemed for cash.
- (b) The Winner (known as the "Winner") will be notified by email of their winnings and must reply by email with an address to which the prize can be mailed to no later than June 30, 2017 in order to claim their Prize. The prize will be distributed after the Winner has been successfully contacted and notified of their Prizes and they have fulfilled the requirements set out herein.
- (c) The Winner must comply with the Contest Rules and sign and return the Release (described below).
- (d) The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash. Any unused portion of the Prizes will be forfeited and have no cash value. The Sponsors reserve the right, in their sole discretion, to substitute prizes of equal or greater value if the Prizes, or any portion thereof, cannot be awarded for any reason.
- (e) The Contractor nor the Sponsors shall assume any liability if the Prizes are lost, damaged or misdirected.

5. WINNER SELECTION

The Winners shall be selected as follows:

- (a) On or about Sunday, May 1, 2017 in West Kelowna, British Columbia, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. The selected entrant shall be named the Winner and become eligible to win The Grand Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared the Winner, the selected entrant shall be required to comply with the Contest Rules and sign and return the Release (described below).
- (b) The Winners will be notified by e-mail no later than Monday, May 8, 2017 at 10 a.m. and must respond within two (2) business days of notification. Upon notification, the Winners must respond by email to the contact email provided in the notification, and the Winners responses must be received by the Contractor within two (2) business days of such notification. If the Winners do not respond in accordance with the Contest Rules, they will be disqualified and will not receive the Prizes. Another entrant may be selected in the Sponsor's sole discretion until such time as a selected entrant is able to satisfy the terms set out herein. The Sponsors nor the Contractor are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Contractor to receive a selected entrant's response.
- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

6. RELEASE

The Winners will be required to execute a legal agreement and release ("Release") that confirms Winners:

- (a) Are eligible for the Contest and compliance with these Contest Rules;
- (b) Accept the Prize as offered;
- (c) Release the Contractor and each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prizes, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and,
- (d) Grant the Contractor and the Sponsors the unrestricted right to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute and otherwise use or re-use the Winners' names, photographs, likenesses and voices in any and all media now known or hereafter devised, in connection with the Contest and the promotion thereof. The executed Release must be signed and returned before the Prizes are claimed or the Winners become disqualified and their Prizes are forfeited.

7. INDEMNIFICATION BY ENTRANT

By entering the Contest, the entrant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or

indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify the Releasees from any and all claims by third parties relating to the Contest, without limitation.

8. LIMITATION OF LIABILITY

The Releasees assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur.

The Releasees are not responsible for any incorrect or inaccurate information, whether caused by any technical or human error which may occur in the administration of the Contest.

The Releasees assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries.

The Releasees are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing.

The Releasees are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest.

The entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize.

The Releasees assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Releasees, such as Acts of God, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or Contest Website materials.

9. CONDUCT

By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website.

The entrant further agrees to be bound by the decisions of the Contractor and the Sponsors, which shall be final and binding in all respects.

The Contractor and/or the Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be:

- (a) Violating the Contest Rules;
- (b) Tampering or attempting to tamper with the entry process or the operation of the Contest, or the Contest Website;

- (c) Acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY: DAMAGE THE CONTEST WEBSITE, OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

The Winners must at all times behave appropriately when taking part in the organized activities and observe the Contest Rules and any other rules or regulations in force at the award or event locations. The District and the Sponsors reserve the right to remove from the location, any Winners who break such rules and/or fails to behave appropriately and to disqualify such Winners.

10. PRIVACY / USE OF PERSONAL INFORMATION

- (a) By participating in the Contest, the Winners:
 - i) Grant to the Contractor and the Sponsors the right to use their names, postal codes, telephone numbers, indication of being over the age of majority, and/or e-mail addresses ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; and,
 - ii) Grant to the Contractor and the Sponsors the right to use their Personal Information for publicity and promotional purposes relating to the Contest, in any and all media, or internal communications, now known or hereafter devised, without further consent or compensation unless prohibited by law.

11. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the West Kelowna Vintners Association and the respective Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

12. TERMINATION

The West Kelowna Vintners Association reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice. The Sponsors reserve the right to terminate their participation in the Contest, in whole or in part, in any way, at any time, for any reason, without prior notice.

13. LAW

These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as among the entrants, the District and the Sponsors, in connection with the Contest, shall be governed by and construed in accordance with the laws

of the Province of British Columbia, including procedural provisions, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

14. LANGUAGE DISCREPANCY

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, advertising or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

15. NO ASSOCIATION

The Contractor are in no way associated with the Sponsors ownerships or operations nor the products produced and/or distributed by the Sponsors.