



PENTICTON WINTER CONTEST

THE PENTICTON WINTER 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 OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

The "**Contest**" is conducted by Employees and Contractor of the Travel Penticton Society (the Organizer).

1. ELIGIBILITY. To be eligible for this Contest, an individual must:

- (a) be a legal resident of British Columbia;
- (b) be of the age of majority in their province or territory of residence or older at the time of entry. British Columbia age of majority is 19 (nineteen) years of age

Employees of Travel Penticton, their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Organizer 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. All personal and other information requested by and supplied to the Organizer for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Organizer reserves 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 a.m.** Pacific Standard Time ("PST") on **Wednesday, December 7, 2022** and ends at **11:59 p.m. PST on Wednesday, January 18, 2023** (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. Enter the contest using method of entry outlined below. No entries will be accepted by any other means.
 - i. Enter online at <https://www.visitpenticton.com/wintercontest> between 12:01 a.m. Pacific Standard Time ("PST") on December 7, 2022 and 11:59 p.m. PST on January 18, 2023. Entry ballot must filled out completely to be valid.
 - ii. Four (4) additional entry methods available by visiting our Facebook page, Instagram profile, YouTube channel, and by viewing our weekly What's On. Entries received in excess of the stated limitation will be void. Travel Penticton will not accept entries by phone, fax or any other method not specifically permitted herein or if not received as provided herein.
- (b) Winners must comply with the entry requirements and Contest Rules or will be disqualified.

4. PRIZES.

- (a) **2 (two) grand prizes will be awarded.**
- (b) **Prize(s) include the following, but not limited to:**

Winter Prize Package 1:

- \$3 Night Stay at Ramada by Wyndham Penticton Hotel & Suites
- Cross country ski rentals, days pass and lesson for 2 at Nickel Plate Nordic Centre
- 2 Float Passes to Ogo Float
- \$50 Gift Card to Station Public House
- \$50 Gift Card to Gratify Foods
- \$75 Gift Card to Bad Tattoo Brewing
- \$25 Gift Card to Petrasek Bakery
- Wine tasting for 2 at Township 7
- \$25 Gift Card for the Penticton Visitor Centre
- \$150 Gas Card

Winter Prize Package 2:

- 3 Night Stay at Fairfield Inn & Suites by Marriott Penticton, with daily hot breakfast included
- 2 Adult Lift Tickets to Apex Mountain Resort
- 2 Float Passes to Ogo Float
- \$50 Gift Card to Station Public House
- \$50 Gift Card to Gratify Foods
- \$75 Gift Card to Bad Tattoo Brewing
- Wine tasting for 2 at Township 7
- Wine tasting for 2 at Time Winery
- \$50 Gift Card for The Bumwrap
- \$25 Gift Card for the Penticton Visitor Centre
- \$150 Gas Card

The approximate retail value of the prize packages is between \$1,355.00 to \$1,432.00

- (c) Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) Prizes will be picked up in person by the Prize Winner within **2 weeks** after Winner has been successfully contacted and notified of their Prize and fulfilled the requirements set out herein. Photo ID will be required. If Winner cannot pick up, the prize will be mailed out to the Winner's address within British Columbia.
- (e) Prize Winner must comply with the Contest Rules and sign and return the Release (described below).
- (f) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Organizer. Any unused portion of a Prize will be forfeited and have no cash value. The Organizer reserves the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (g) The Organizer shall not assume any liability for lost, damaged or misdirected Prizes.

5. WINNER SELECTION.

Prize Winners shall be selected as follows:

- a) Prize draws will be after 11:59 p.m. PST on Wednesday, January 18, 2023.

The draw will take place in **Penticton, British Columbia**. Entrant will be selected by a random draw from all eligible entries received during the Contest Period. Entrant shall be eligible to win only 1 (one) of 2 (two) Grand Prizes as outlined in the Contest Prize Package Description. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Organizer. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered in person, to comply with the Contest Rules and sign and return the Release (described below). Number of winners will be limited to a maximum of 1 (one) per household.

- b) THE SELECTED ENTRANT WILL BE NOTIFIED BY EMAIL OR BY PHONE CALL no LATER THAN three business days from the date of that the contest winner is drawn. 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.

Winners will be required to execute a legal agreement and release ("Release") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Organizer and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, 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 any Prize, 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 (iv) grant to the Organizer of the unrestricted right, in the Organizers collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within **two (2) business days** of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

7. INDEMNIFICATION BY ENTRANT.

By entering the Contest, entrant releases and holds 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 Releasees from any and all claims by third parties relating to the Contest, without limitation.

8. LIMITATION OF LIABILITY.

The Organizer 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, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Organizer is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Organizer 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 Organizer 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 Organizer 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. 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 Organizer assumes 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 S Organizer, such as 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 the Contest Website.

9. CONDUCT.

By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be made available online at <https://www.visitpenticton.com/wintercontest>. The Entrant further agrees to be bound by the decisions of the Organizer, which shall be final and binding in all respects. The Organizer 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 and/or the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Travel Penticton property or service; and/or (d) 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. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winner 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 locations. The Organizer reserves the right to remove from the location, any Winner who breaks such rules and/or fails to behave appropriately and to disqualify such Winner.

10. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest, entrant: (i) grants to the Organizer the right to use their name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and (ii) grants to the Organizer the right to use their Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Organizer may disclose their Personal Information to third-party agents and service providers of the Organizer in connection with any of the activities listed in (i) and (ii) above.
- (b) By opting-in online you consent to disclosure of your Personal Information to Travel Penticton so that you may be contacted to promote draws and contests similar to the

Contest, promote opportunities to subscribe to newsletters or promotional clubs, and notify you about related products or services.

11. INTELLECTUAL PROPERTY.

All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Organizer 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 Organizer reserves the right, in their 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.

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 or the policy of any other entity having jurisdiction over the Organizer. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Organizer 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, television, or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.