

## OFFICIAL CONTEST RULES AND REGULATIONS

By entering this Contest, Entrants accept and agree to abide by these official contest rules and regulations (the "Rules"). The decisions of the Sponsor with respect to all aspects of the Contest are final and binding. Standard message and data rates may apply to participants who choose to participate in the Contest through a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

Okanagan Crush Pad – "Enter to Win an Airstream Getaway" Contest (the "Contest") is sponsored by Okanagan Crush Pad Winery (the "Sponsor") of 16576 Fosbery Rd, Summerland, BC V0H 1Z6.

To enter the Contest and be eligible for a chance to win a Prize a person (the "Entrant") must be a legal resident of British Columbia who has reached 19 years old at the time of entry. Persons are not eligible to enter if they: a) are an employee, director, agent or officer of the Sponsor or any of its affiliates or related parties, or of any of its advertising or promotional agencies, or of any participating stores or Contest judging organization or any prize supplier; b) are an employee of or contractor to any provincial liquor authority or any participating licensed establishment; or c) are a member of the immediate family (defined as parents, siblings, children, spouse and life partner, regardless of where they live) or household (whether related or not) of any of the above-referenced persons.

**CONTEST PERIOD.** The Contest begins at 12:00:01 am Pacific Time ("PT") on August 26, 2022 and ends at 11:59:59 pm (PT) on October 31st, 2022 (the "Contest Period"). Entries submitted before or after the Contest Period will not be eligible. Sponsor's computer or networking equipment is the official time-keeping device for the Contest.

**HOW TO ENTER:** No Purchase Necessary. A purchase will not improve your chances of winning. To enter, go to <https://okanagancrushpad.com/enter-to-win-spring-airstream-stay/> or scan the QR code available at participating locations during the Contest Period and complete the online entry form in full and submit the entry as instructed. All fields on the entry form must be completed unless they are indicated as optional. Entrants are required to agree to the Rules to be officially entered. To ensure fairness, the number of entries is limited to one per person and one per e-mail address. The same person cannot enter from two or more different e-mail addresses and two different persons cannot enter from the same e-mail address.

Sponsor will not be responsible for illegible, falsified, damaged, lost, misdirected, mutilated, garbled, incomplete or late entries, which will be void. Any use of automated devices is prohibited. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry; (ii) use multiple names, identities, and/or e-mail addresses; (iii) use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; and/or (iv) enter contrary to these Rules; then the Entrant may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Only eligible entries received during the Contest Period will be entered in the Contest.

There is one (1) prize available to be won, and it is provided by the Sponsor. The prize consists of a two (2) night stay for two (2) people at Air Camp, Airstream, located at Garnet Valley Ranch between April 1<sup>st</sup>

2023, and May 31<sup>st</sup> 2023, and a \$250 wine credit for Haywire Organic Winery (the “Prize”). The approximate retail value (“ARV”) of the Prize is seven hundred and fifty Canadian dollars (\$750 CAD).

The winner’s guest must be at least 19 years of age. If the winner elects to participate in the trip without a guest, no additional compensation will be provided.

Without limiting the foregoing, the following conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor’s option; (iii) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the winner, including without limitation, airline baggage fees, gratuities, meals, transportation, personal expenses of any kind or nature, federal, provincial and local taxes, and any other incidental costs or expenses; (iv) if the winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award; (vi) all arrangements relating to the Prize is the responsibility of the winner; and (ix) by accepting the Prize, the winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

The Released Parties (as defined below) are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason (including, without limitation, due to illness or health risks, or any governmental or health authority orders, measures, directives or guidance in response to such illness or risks, such as, without limitation, those that may be implemented to mitigate COVID-19 transmission, or due to any other cause of any kind or nature whatsoever), of any aspect of the Prize. Neither the winner, nor his/her guest, nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The winner and his/her guest will be solely responsible for complying with any and all COVID related and other protocols – including, but not limited to, mandatory vaccination, testing and/or screening requirements.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prizes awarded in connection with the Contest. To the fullest extent permitted by applicable law, the winner understands and acknowledges that he/she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory.

The Prize will only be released to the verified winner. Arrangements for Prize delivery will be confirmed with the winner by e-mail or telephone. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner.

**WINNER SELECTION:** A random draw will be conducted from all eligible Entries received during the Contest Period to select one (1) Entry on or around November 1<sup>st</sup> 2022 at Okanagan Crush Pad Winery, 16576 Fosbery Road, Summerland, BC V0H 1Z6 by the Sponsor or its designated representative(s) (the “Contest Judges”). The Contest Judges will attempt to contact each selected Entrant by e-mail or

telephone for a period of three (3) business days following the draw date. If a selected Entrant cannot be contacted within the allotted time, the Entrant is no longer eligible to win the Prize and the Sponsor may, at its sole discretion, select at random another eligible Entrant whom the Contest Judges will attempt to contact, and who shall in turn be subject to disqualification, in the same manner. The odds of being selected for a Prize depend on the total number of eligible entries received during the applicable Contest Period.

**RELEASE AND SKILL-TESTING QUESTION:** In order to be declared a winner, each potential winner must correctly answer, unassisted, whether mechanical or otherwise, an arithmetic skill-testing question; and will be required to complete, sign and return to the Sponsor or its representative a Declaration of Compliance with the Rules and a Release of Liability and Publicity Release (“Declaration and Release Documents”) within five (5) business days of delivery of same by the Sponsor, confirming (among other things) compliance with the Rules and releasing the Sponsor, its advertising and promotional agencies, any Contest judging organization, the provincial liquor authorities, prize suppliers, parent companies and affiliates of the foregoing and all their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns (together the “Released Parties”) from any and all liability of any kind in connection with the Contest, or occurring as a result of the (i) participation in the Contest; (ii) acceptance of the prize as awarded; and (iii) the administration of the Contest and distribution of the prize awarded herein. The guest travelling with the winner will also be required to sign the Declaration and Release Documents. The winner and guest irrevocably authorizes, and gives its consent to, the Sponsor to broadcast, publish and disseminate his/her name, photograph, likeness or other image, voice and/or statements, in connection with any advertising, promotion, publicity, commercial or otherwise, and/or for general news, entertainment, marketing and information purposes, in any and all media without compensation (other than the Prize) of any kind or further notification. No Entrant will be declared a winner until his/her compliance with these Rules has been verified. Declaration and Release Documents must be signed and returned within the time period indicated on the documents or as requested by the Sponsor or its representative, or the Prize will be forfeited.

If a potential winner: (a) fails to correctly answer the skill-testing question; (b) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then the Entrant will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible Entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 6 (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

#### GENERAL RULES

The provincial liquor agencies are not in any way associated with this Contest, nor are they liable in any way whatsoever in regard to any matter which relates to this Contest.

The Contest is governed by the laws of Canada and the Province of British Columbia, and each Entrant in the Contest hereby consents to the exclusive jurisdiction of the laws of British Columbia for any causes or controversies arising out of the Contest. Each Entrant waives any and all objections to jurisdiction and venue in these courts.

By entering this Contest, each Entrant agrees to save and hold harmless the Sponsor, its affiliates, the suppliers of the Prize and their respective employees, officers, directors and agents from any and all liability for harm which the winner may suffer as a result of participation in the Contest, compliance or non-compliance with these Rules and acceptance and use of the Prize, and each selected Entrant winner agrees to sign the Sponsor's form(s) of Declaration and Release Documents (see Rule 7 above) in this regard before receiving his/her Prize. The Sponsor shall not bear any liability arising from or in any way relating to the Contest or the Prize awarded.

All Entries and Entry Materials are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

Entries may not be given or sold to anyone else, and the Sponsor reserves the right to refuse to accept the registration of an entry if the Sponsor considers the entry to have been submitted by an ineligible person or through any mechanical, electronic or other automated means of submission. All Entrants must prove their eligibility with valid photo identification and proof of residency, upon request.

If the identity of an Entrant/winner is disputed, the Entrant/winner will be deemed to be the person in whose name the applicable e-mail account is registered. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Sponsor's computer or network equipment.

All decision(s) of the Sponsor, or others involved in the administration of the Contest, who may be employees of the Sponsor or its affiliates or independent contractors, are final and binding with respect to all aspects of the Contest, including, without limitation, eligibility and/or disqualification of entries. All entries are the property of the Sponsor.

Sponsor reserves the right to cancel or modify the Contest if fraud or any other factor impairs the integrity of the Contest as determined by Sponsor in its sole discretion. Without limiting the generality of the foregoing and subject to approval from any provincial liquor authority, if required, the Sponsor reserves the right, in its sole and absolute discretion, to cancel in whole or in part, and/or modify, amend or suspend this Contest and/or these Rules, in any way without prior notice or obligation, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any printing, administrative, technical or other error of any kind, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever or for any other reason whatsoever, as it as it deems appropriate based on the circumstances and/or to comply with applicable law or regulatory or other requirement. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal, including without limitation, any decisions regarding the eligibility/disqualification of entries. The Sponsor also reserves the right to alter the Contest Period, in the Sponsor's sole discretion, subject to applicable notification requirements.

The Sponsor assumes no responsibility for lost, delayed, incomplete, garbled, undelivered, damaged or misdirected entries or for any technical problems of any kind affecting the operation or administration of this Contest, including, without limitation, any technical malfunction or failure of, or any other problem with, any computer hardware or software or any telephone network or lines or broadcast transmission during the Contest Period. The Sponsor will not be responsible for any injury or damage to the Entrant's or any other person's computer relating to or resulting from participation or downloading any materials in this Contest.

This Contest is void where prohibited by law and is subject to all federal, provincial, and municipal laws.