

## WIN A FLOAT PLANE FOR A DAY, COURTESY OF GEORGIAN BAY SPIRIT CO. EXPERIENCE

### Official Contest Rules

**1. WELCOME:** The "Win a Float Plane for A Day, courtesy of Georgian Bay Spirit Co" (the "Contest") is sponsored and administered by:

Georgian Bay Spirit Co., 400-5075 Yonge Street, Toronto, ON. The provincial liquor agencies are not connected with this contest in any manner whatsoever, and are not liable in any way whatsoever in regard to any matter which relates to the contest.

**2. CONTEST PERIOD:** Contest starts July 28th 2019 12:00AM PDT and ends August 31st 2019 at 5:00pm PDT ("Contest Period").

**3. ELIGIBILITY:** Contest is open to legal residents of British Columbia aged 19 or over as of the date of entry during the Contest Period ("Entrant" or "Entrants"). Entrants must have internet access and a valid email address to participate in the contest.

The Contest is not open to:

- a. employees, officers and directors of the Sponsor and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, (together the "Released Parties");
- b. employees and contractors of the provincial liquor agencies, liquor licensees or their employees; and
- c. the immediate family members (regardless of where they live) of a person excluded under (a) and (b) or anyone domiciled with a person excluded under (a) (whether related to that person or not). For the purposes of these Official Contest Rules, "immediate family" is defined as parent, child, sibling or spouse.

**4. HOW TO ENTER: NO PURCHASE NECESSARY.** To enter the Contest, text "SMASH" to [12345] to be directed to our online contest webpage, [GeorgianBaySpiritco.com/contests/](http://GeorgianBaySpiritco.com/contests/) and complete the online entry form. The online entry must contain the Entrant's legal first name, legal last name, current residential address, phone number, email address and date of entry. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Contest rules and regulations may be disqualified. Each completed entry form constitutes one (1) Entry (or "Entries").

**5. ENTRY LIMITS:** Limit of seven (7) Entries per person.

**6. HOW TO WIN:** On September 4th, 2019 ("Draw Date"), the Sponsors will conduct a draw and randomly select one (1) Entry from all eligible Entries received during the Contest Period .

**7. HOW TO CLAIM A PRIZE:** The selected Entrant will be notified by phone or email provided by the selected Entrant at the time of entry no later than thirty (30) calendar days following the Draw Date. The Sponsor will subsequently make four (4) more attempts to contact the selected Entrant by telephone and/or e-mail, within a period of not less than thirty (30) calendar days from the date of the

initial contact. Entrants into the Contest are responsible for checking the email accounts and spam filters. Upon notification, the selected Entrant will have five (5) business days to: correctly answer a time-limited mathematical skill-testing question without assistance, or mechanical or electronic aid and agrees to return a signed Declaration and Release form ("Declaration") confirming, among other things, compliance with the Official Contest Rules and acceptance of the prize as awarded and after so doing may be declared the winner of the Contest (the "Winner").

The Sponsors, in their sole discretion, reserve the right to select another Entrant if a selected Entrant cannot be reached within the timeframe above, fails to answer the skill-testing question in the time frame provided, or fails to return the properly executed Declaration or the selected Entrant is found ineligible for any reason.

**8. ODDS:** The odds of winning depend upon the number of eligible Entries received during the Contest Period.

**9. PRIZE/APPROXIMATE RETAIL VALUE (ARV):**

There is one (1) prize (the "Prize") available consisting of round trip flight from Vancouver International Airport to Toronto Pearson Airport, transportation and accommodation arranged by Sponsor in the Georgian Bay area, float plane experience for the Winner and a guest on Georgian Bay (within a 150 km flight distance) and a customizable Georgian Bay activity experience including dinner (the "Experience"). The approximate value of the prize is CAD \$3,500.00 (the "Prize").

The Winner and Sponsors will select a date for the Experience from a list of available dates between September 15<sup>th</sup>, 2019 to July 1<sup>st</sup>, 2020 provided by Sponsors. The Sponsor may elect to provide a travel voucher for the purchase of return airfare from Vancouver International Airport to Toronto Pearson Airport. A dinner location will be selected by the Sponsors based on the available activities.

The Winner will be required to arrange the travel from Vancouver International Airport to Toronto Pearson Airport. The Winner and/or guest (as applicable) are personally and solely responsible for any and all costs associated with travel in excess of the prize value and not specified in the description of the Prize as well as incidental costs associated with travel to Toronto (including but not limited to travel to departure airport (Vancouver International) in British Columbia, gratuities, travel documents, visas, souvenirs, accommodation in Toronto or items of a personal nature)

The Prize is not transferable and must be accepted as awarded with no substitutions in cash or otherwise, except at the Sponsor's sole discretion. The Sponsor reserves the right to substitute a prize of equivalent or greater monetary value if the Sponsor is unable to award the Prize as described. The Sponsor disclaims any warranty, representation or guarantee express or implied by fact or in law relative to the Prize, including its quality and condition. Other restrictions may apply.

**10. PRIZE CONDITIONS AND EXCLUSIONS:** The Winner and their guest must be nineteen (19) years of age at the time of Prize execution in order to participate in the Prize that has been awarded. The Prize is awarded solely to the Winner and the guest does not have any rights to the Prize independent of the Winner and may not travel without the Winner.

By accepting the Prize, the Winner acknowledges that the obligations related to a travel become the sole responsibility of the Winner and that the Sponsor shall not be held responsible for the booking of travel or use of the travel voucher. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of the Sponsor.

It is the Winner's responsibility for ensuring that each traveller including the guest has the appropriate travel insurance, government documentation, and/or other requisite travel documentation/permissions required to travel. All necessary travel documentation must be valid prior to, and for the duration of the trip. The costs of such insurance and/or documentation are the sole responsibility of the Winner and/or the guest. Under no circumstances will the Sponsor be responsible for any medical costs or other travel costs with respect to the use of the Prize. Arrangements and travel related reservations must be made by the Winner and are subject to availability. If a travel voucher is provided and it is not used in whole, no compensation will be due the Winner or the guest.

The Experience is subject to availability of the float plane, float plane weight and height restrictions, seasonal and weather condition restrictions, government restrictions and regulations and other transportation restrictions. Sponsor will provide available dates to the Winner which are subject to these restrictions. Winner and his/her designated guest must travel at the same time and agree that Georgian Bay Spirit Co may videotape the Experience for purposes of advertising and publicity. The Sponsors are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of the Experience and Winner will not be compensated in the event of such delay, cancellation or other event described herein.

Winner and guest must obey all rules of the accommodation venue or Experience venue rules and regulations including any hotel requirement to present a major credit card. Failure to follow such accommodation/venue requirements may result in ejection, non-admission to the accommodation and forfeiture of all or a part of the Prize.

**11. ENTRANTS REPRESENTATIONS:** Entrant shall ensure that his/her/their submitted Entry is true and genuine and is not obscene, threatening, harassing, libelous, deceptive, fraudulent and invasive of another's privacy, offensive, defamatory of any person or otherwise illegal. Entrant warrants that the content he/she/they submits to the Contest does not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual. Entrant agrees not to (i) submit content which is deliberately intended to upset or harm other users; (ii) use the Contest to post or otherwise transmit content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of any impermissible classification, including, without limitation, religion, gender, sexual orientation, race, color, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability; (iii) post or otherwise transmit any content that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Contest websites or any other telecommunications or technology affiliated with the Contest; (iv) upload or otherwise transmit any content, or take any other actions with respect to the Entrant's use of the Contest, that would constitute, or would otherwise encourage, criminal conduct or give rise to civil liability; or (v) use the Contest for commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services.

**12. ENTRY CONDITIONS:** All Entries are subject to verification at any time. The Sponsors reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – including, without limitation, government-issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsors in a timely manner may result in disqualification.

Any attempt by any Entrant, to participate or submit an Entry in any method, or have entered or participated in any fashion not sanctioned by the Official Contest Rules, including submitting an email that violates Rule 3 – Eligibility, will void that individual's Entry and eligibility to win the Prize and that Entry will be disqualified from the Contest, at the sole discretion of the Sponsors.

All Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Official Contest Rules may be disqualified by the Sponsors. Proof of submission does not constitute proof of receipt. An Entry will be rejected if (in the sole and absolute discretion of the Sponsors) the Entry is not fully completed and submitted during the Contest Period. Entries become property of Sponsors and will not be acknowledged or returned. All federal, provincial/territorial, local, and other taxes on a Prize, if any, are the sole responsibility of each Winner.

**13. LIMITATION OF LIABILITY:** By entering Contest, each Entrant confirms his or her or their understanding of and compliance with these Official Rules and the decisions of Sponsors, which shall be final in all matters.

The Released Parties are not responsible for lost, late, misdirected, delayed, damaged, stolen, incomplete or incompatible Entries or related documents, or for any typographical, or other error in the printing of the offer, failure of the Contest websites, administration of the Contest, or announcement of any Prize, or for technical, hardware, or software malfunctions, computer virus, bugs, tampering, unauthorized intervention, fraud, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest, or by any human error which may occur in the processing of the Entries in this Contest, or any other cause beyond the reasonable control of Sponsors that interferes with the proper conduct of the Contest as contemplated by these Official Contest Rules.

None of the Released Parties assumes any liability for any personal injury or property damage or losses of any kind, including without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained to an Entrant's or any other person's computer equipment resulting from Entrant's attempt to either participate in the Contest or download any information in connection with participating in the Contest or use of any website. Without limiting the foregoing, everything on any website is provided "as is" without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

**14. RELEASES, WAIVERS, AND DISCLAIMERS:** Unless otherwise required by applicable law, the Entrant agrees to the following releases, waivers and disclaimers:

**CONTEST RELEASE:** By entering the Contest, each Entrant, and his/her/their representatives, heirs, next of kin or assignees ("Entrant's Representatives") agree to forever release, discharge and hold harmless the Released Parties from and against any and all damages, claims, injuries, death, loss and/or liability to person or property of any kind to the Entrant, Entrant's Representatives or any other person, due in whole or in part, whether directly or indirectly, from acceptance, possession, use or misuse of the Prize, participation in the Contest, any breach of the Official Rules, or in any Prize-related activity including any travel related thereto. The Entrant and Entrant's Representatives agree to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

**PRIZE RELEASE:** If an Entrant wins the Prize and accepts the Prize, such acceptance shall mean full satisfaction of the entitlement as an Entrant and Winner in the Contest and the Entrant fully discharges and forever releases the Released Parties, of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Released Parties in connection with the use, misuse or otherwise of the Prize.

Entrant also acknowledges, without limiting the generality of the foregoing, that the Released Parties will not be responsible for any injury, accident, death or dismemberment, or any other loss, damage or expense in connection with the participation in the Prize. Refusal to accept a Prize releases the Released Parties of all responsibility and obligations toward the Winner of such Prize. The Winner and any guest may be required to sign additional releases upon request by the Sponsors.

In no event shall Sponsors be held to award more Prizes than what is mentioned in these Official Contest Rules or to award Prizes otherwise than in compliance with these Official Contest Rules.

**15. RIGHTS OF SPONSORS:** All decisions of the Sponsor are final in all matters relating to the Contest and are binding on all entrants. If, in the Sponsors' opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of the Contest, the Sponsor reserves the right to modify, cancel, or suspend this Contest without prior notice or obligation.

Any attempt to deliberately damage any website or other component, or to otherwise undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

The Sponsors reserve the right to disqualify a person if he/she enters the Contest or tries to do so by any means contrary to these Official Contest Rules or which would be unfair to other Entrants or where Contest Entries are generated by any mechanical or automated means, including the supply of untruthful, inaccurate, or misleading details and/or information. Entry materials that have been tampered with, reproduced, falsified, or altered are void. In the event a dispute arises as to the identity of an online potential Winner, Entries made by internet will be declared by the name on the associated online entry form.

All federal, provincial, and local laws and regulations apply. This Contest and the Official Contest Rules shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.

**16. PUBLICITY:** By participating in this Contest and by accepting a Prize (if applicable) constitutes permission for the Sponsors, and their agencies to use the Entrants' and Winners', as applicable, names, cities and province of residence, biographical information, Entry information including Photo (if applicable), Prize information, video, recording, voice, photograph, statements and likenesses and for Georgian Bay Spirit Co. to create a videotape of the Experience for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless otherwise prohibited by law.

**17. PRIVACY:** Sponsors respect Entrants' right to privacy. Personal information collected from Entrants will only be used for the purpose of administering this Contest and conducting publicity about this Contest. By entering this Contest, Entrants consent to Sponsors' collection, use, and disclosure of their personal information for these purposes.