

**WINE COUNTRY ONTARIO TRAVEL GUIDE 2015  
CONTEST RULES AND REGULATIONS  
("CONTEST RULES")**



**1. THE CONTEST AND THE CONTEST PERIOD**

The "Wine Country Ontario Travel Guide - PRIZE# 1" contest (the "**Contest One**") begins at 12:01 AM, Eastern Daylight Time ("**EDT**") on May 11, 2015 and concludes at 11:59 PM EDT on September 30, 2015 (the "**Contest Period One**"). The "Wine Country Ontario Travel Guide - PRIZE# 2" contest (the "**Contest Two**") begins at 12:01 AM, Eastern Daylight Time ("**EDT**") on October 1, 2015 and concludes at 11:59 PM EDT on April 1, 2016 (the "**Contest Period Two**").

**2. NO PURCHASE NECESSARY**

**3. ELIGIBILITY**

The Contest is open to legal residents of Ontario, 19 years or older, but excluding employees, agents, representatives, directors and officers of The Wine Marketing Association of Ontario ("**Contest Sponsor**"); any affiliate of Wine Country Ontario, any Winery listed in the travel guide, Agency Mamone and Partners (collectively the "**Contest Parties**"), employees, agents, representatives, directors and officers of their respective advertising and promotional agencies, or anyone domiciled with the foregoing. Entrants who are below the legal drinking age in Ontario are not eligible.

**4. HOW TO ENTER**

During the Contest Period, enter in one of the following two ways:

1. Complete the ballot postcard included in the 2015 Wine Country Ontario Travel Guide and drop off in the ballot box at one of the winery properties listed in the Travel Guide during the Contest Period One or Contest Period Two; or
2. Legibly print your name, postal code, telephone number and complete email address on a postcard with sufficient postage and mail to Wine Country Ontario, c/o Wine Marketing Association of Ontario, 4890 Victoria Ave North, PO Box 4000, Vineland Station, L0R 2C0. Entries must be postmarked by the contest deadline date of September 30, 2015 for Prize #1 and April 1, 2016 for Prize #2

\*\*Entries with incomplete information will be disqualified. Limit of one entry per person/household during the Contest.

**5. HOW TO WIN**

Contest One draw will take place on October 31, 2015 and Contest Two draw will take place on May 1, 2016, when one eligible entrant will be randomly selected and awarded Prize #1 or Prize #2 for a Weekend in Wine Country Prize package for two persons. Both persons must be of legal drinking age in the province of Ontario.

The adventure will include:

- 1 night's stay for 2 (double occupancy) at a Niagara hotel property
- 4 winery tours

- 1 lunch at a winery restaurant
- 1 dinner at a winery restaurant

\*Wine is not included with meals and all transportation is the responsibility of the prize winner. Prize #1 must be claimed and redeemed between November 1, 2015 – July 31, 2016. Prize #2 must be claimed and redeemed between May 1, 2016 and October 30, 2016. Some dates may be restricted due to holiday closures.

#### **6. DEADLINE FOR CLAIMING GRAND PRIZE**

Wine Country Ontario will contact the Potential Prize winner within 15 days of the Draw Date by email. The Potential Prize winners will then have 10 days from the date of notification to correctly answer the skill testing questions and complete the release to claim their Prize by email (the “**Deadline**”). If the selected entrant fails either to claim the Prize or to inform Wine Country Ontario of his or her inability to claim the Prize before the Deadline, his or her entry will be forfeited and he or she will not receive any prize.

#### **7. CHANCES OF WINNING**

Chances of winning depend on the total number of eligible entries received during the Contest Period, regardless of method of entry.

#### **8. LIMITATION ON NUMBER OF ENTRIES PERMITTED**

Only one (1) entry per person/household is permitted during the Contest. Multiple entries will be discarded and may result in entrant’s disqualification in Wine Country Ontario sole discretion. Proof of submission does not constitute proof of delivery. Entries are subject to verification and will be declared invalid if they are reproduced, falsified, altered or tampered with in any way.

#### **9. DELIVERY OF PRIZE RELEASE OF LIABILITY**

Wine Country Ontario is solely responsible for the delivery of the Prize. Notwithstanding the foregoing, by entering the Contest, each entrant agrees to release the Contest Parties and the employees, officers, directors, shareholders, agents, representatives of the foregoing, their parent companies, subsidiaries, advertising, promotion and fulfillment agencies, from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession or use of the Prize, including, without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy.

#### **10. NO REPRESENTATIONS OR WARRANTIES**

None of the Contest Parties makes any representation or offer any warranty, express or implied, as to the quality or fitness of the Prize. The Prize winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from any of the Contest Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory to the Prize winner.

#### **11. DECLARATION AND RELEASE OF PRIZE WINNER AND TRAVEL COMPANION**

Before being confirmed as a winner and awarded a Prize, the selected entrant must be in compliance with the Contest Rules and, in particular, must:

- a) Correctly answer, unaided, a time-limited skill-testing mathematical question; and
- b) Sign and return a standard declaration and release form (“**Release Documentation**”) within the time specified on the Release Documentation including confirming that by entering the Contest:
  - he or she has read, understood and accepted these Contest Rules;
  - he or she understands that acceptance of a Prize may involve danger and/or exposure to risks and hazards of both man-made and natural origin, whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he or she may suffer damage to personal property, serious personal injury, illness or even death;
  - he or she nevertheless freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the Contest and winning a Prize;
  - he or she releases the Contest Parties and all of their directors, officers, employees, agents as well as their respective advertising and promotional agencies (collectively, the “**Releasees**”) from any and all liability arising in connection with participation in the Contest and acceptance of a Prize, including, without limitation, any financial, legal or moral responsibility or loss or personal injury including death or damage to or loss of property suffered or incurred or arising from participating in the Contest or accepting the Prize, whether suffered by the Prize winner or his or her guest, or by his or her heirs, administrators, personal representatives or executors, and notwithstanding that such injuries or losses may have been caused solely or partly by any act, omission, negligence or gross negligence of any or all of the Releasees; and
- (c) The winners travel companion must be a legal drinking age in Ontario and must sign and return the release documentation within the time period noted.

## 12. PRIZES TO BE ACCEPTED AS AWARDED

The decisions of the Contest judges are final and binding on all entrants, and the Prize must be accepted as awarded. No portion of any of the Prize is transferable. Prize is not redeemable for cash and no substitute for any portion of any Prize is offered except at the sole discretion of the Contest Sponsor. Should the selected entrant be unable to claim a Prize as awarded, his or her entry will be forfeited and another eligible Contest entrant will be selected in accordance with the Contest Rules until a winner is declared.

## 13. DISPUTE AS TO SUBMISSION OF ENTRY

In the event of a dispute, an entry will be deemed to have been submitted by the Authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an email address by an internet service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide proof that he or she is the Authorized account holder of the email address associated with the selected entry. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the contest server machine(s).

#### **14. SUBSTITUTION OR CHANGE TO THE CONTEST**

The Contest Sponsor reserves the right to substitute the Prize or any component thereof, for one of approximately the same or greater value, and reserve the right to change the Contest Rules or cancel, terminate, modify or withdraw the Contest at any time in any way, without prior notice, for whatever reason, including should a computer virus, bug or other cause beyond the control of the Contest Sponsor corrupt or affect the administration, security, fairness, or proper administration of the Contest.

#### **15. OWNERSHIP OF ENTRIES**

All Entries shall become the property of the Contest Sponsor, and will not be acknowledged or returned.

#### **16. RELEASE OF LIABILITY**

The Releasees assume no responsibility for lost, stolen, delayed, destroyed, falsified, misdirected, mutilated, garbled or otherwise indecipherable Entries, or for any failure, interruption, technical malfunction or delay of any email, Entry or other communication to be received, for any reason; any incorrect or inaccurate information, whether caused by Contest website users or by an equipment or programming associated with or utilized in the Contest, postal strike or delay or by any technical or human error which may occur in the processing of Entries in the Contest; any damage caused to any telephone network, on-line computer systems of equipment, servers, access providers, or software; or poor reception or technical problems due to any other reason regardless of cause.

#### **17. CONSENT TO USE OF PERSONALITY**

By entering the Contest and accepting a prize each, the Prize winner consents to the use of his or her name, city of residence, photograph, voice, likeness, image or any other aspect of his or her personality for any publicity and programming purposes, commercial or otherwise, in all media used by Wine Country Ontario, promoters and their advertising and promotional agencies, without any territorial or time limitations and without additional payment or compensation.

#### **18. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION**

By entering the Contest and voluntarily providing personal information including, but not limited to, name, postal code, email address, home and office telephone numbers (the "**Registrant Information**"), each Contest entrant grants permission to Contest Sponsor to the collection and use of the Registrant Information for the purpose of administering the Contest and selecting the Prize winners, and for any other purposes required or permitted by law in accordance with its privacy policy at <http://www.winecountryontario.ca/legal>

Entrants will be asked to confirm if more information is wanted regarding Wine Country Ontario. If entrant chooses yes, their contact information will be added to the database of Wine Country Ontario and entrant will receive email newsletters. Opt-in is not required to enter the Contest. If entrant chooses to opt out of more information - no other correspondence will take place between Wine Country Ontario, and the entrants except in connection with the Contest and, in the case of the Prize winner, as a result of entering the Contest and winning a Prize.

#### **19. WHERE CONTEST RULES AND REGULATIONS AVAILABLE**

These Contest Rules are available online at <http://www.winecountryontario.ca/contestrules>

## **20. COMPLIANCE WITH CONTEST RULES**

All entrants agree to abide by the Contest Rules, which are subject to change at the sole discretion of the Wine Country Ontario. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Wine Council Ontario reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

## **21. COMPLIANCE WITH LAWS**

This Contest is void where prohibited by law, and is subject to all applicable federal, provincial, territorial and municipal laws and regulations of Canada.