



**®YETI COOLER + VQA WINE
CONTEST RULES AND REGULATIONS
("CONTEST RULES")**



1. THE CONTEST AND THE CONTEST PERIOD

The "YETI® Cooler + VQA Wine" contest (the "Contest") begins at 12:01 AM, Eastern Daylight Time ("EDT") on September 15, 2023 and concludes at 11:59 PM EDT on October 15, 2023 (the "Contest Period").

2. ELIGIBILITY

The Contest is open only to legal residents of Ontario who are age 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, the Liquor Control Board of Ontario ("LCBO") (collectively the "Contest Parties"), the Alcohol and Gaming Commission of Ontario ("AGCO"), any licensees authorized by AGCO or the independent contest organization, any of their respective advertising and promotional agencies, or anyone domiciled (whether related or not) with the foregoing. For certainty, entrants who are below the legal drinking age in Ontario are not eligible.

3. HOW TO ENTER

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. During the Contest Period, you can earn one (1) entry (an "Entry") in one of the following two ways:

1. Fully complete and submit, with all required information, the Contest entry form online by scanning the QR code available during the Contest Period at select tasting bars LCBO stores. Upon scanning, the QR code brings you to the Contest entry form at the following webpage [<https://winecountryontario.ca/wine-country-getaway-contest/>]. To complete the Contest entry form, you will be required to sign up for the Wine Country Ontario consumer newsletter, however you can unsubscribe at any time without affecting your eligibility in this Contest. This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information. For greater certainty and the avoidance of any doubt, purchase or consumption of a VQA wine or any other alcohol product is not required to access or complete the Contest entry form. When all required steps of the above entry process are complete during the Contest Period, you will automatically be eligible to earn one (1) Entry in the Contest.

OR

2. Legibly print your full name, postal code, telephone number and complete email address on a plain white piece of paper with sufficient postage and mail it to Wine Country Ontario, c/o Wine Marketing Association of Ontario, 4890 Victoria Ave North, PO Box 4000, Vineland Station, L0R 2C0 (collectively, a "Mail-in Request"). Upon receipt of your eligible Mail-in Request in accordance with these Contest Rules (as determined by the Contest Sponsor in its sole and absolute discretion), you will be eligible to receive one (1) Entry in the Contest. To be eligible, a Mail-in Request must be postmarked during the Contest Period and received no later than five (5) business days after the close of the

Contest Period. Limit of one (1) Entry per Mail-in Request. Each Mail-in Request must be mailed in a separate envelope bearing sufficient postage.

Entries with incomplete information will be disqualified. Limit of one (1) Entry per person/household during the Contest (regardless of the method of entry).

If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Contest Rules; (ii) use multiple names, identities, e-mail addresses, and/or use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (iii) disrupt or participate in the Contest in any other fraudulent or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Contest Sponsor. The Contest Parties, the AGCO and any licensees authorized by AGCO or the independent contest organization, and each of their respective agents, employees, directors, officers, shareholders, successors, and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, stolen, misdirected, delayed, illegible, damaged, destroyed, incomplete or incompatible Contest entry forms, necktags, QR codes, Mail-in Requests and/or Entries (collectively, "Contest-Related Information"), all of which are void. An Entry may be rejected if, in the sole and absolute discretion of the Contest Sponsor, the Entry is not in compliance with these Contest Rules (as determined by the Contest Sponsor in its sole and absolute discretion).

4. PRIZES AND DRAW

The Contest draw will take place on October 30, 2023, when ten (10) eligible Entries will be randomly selected from among all eligible Entries submitted and received in accordance with these Contest Rules during the Contest Period to select the potential prize winners. Prizes will be drawn in the order that they are listed below.

There are ten (10) prizes (each, a "Prize") available to be won in the Contest, each consisting of a Yeti® Cooler plus a \$200 gift card that can be redeemed at a chosen VQA Winery featured in the 2023/24 Wine Country Ontario Travel Guide (must be of legal drinking age in the province of Ontario) with an approximate retail value of \$650 CAD.

IMPORTANT NOTE: Each Prize does not include airfare, ground or other transportation to travel to/from the applicable winery property to redeem the gift card. Each Prize consists solely of the elements set out above and all reservations and transportation is the responsibility of the applicable prize winner.

The gift card will be awarded in the form of a voucher and the Yeti® Cooler will be delivered to the confirmed winners Ontario address. Without limiting the foregoing, the following general conditions apply to each Prize: (i) the Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Contest Sponsor in its sole and absolute discretion); (ii) no substitutions except at Contest Sponsor's option; (iii) hotel stay, winery tours and meal(s) must be completed by the date specified above (in the event that the confirmed winner or guest is unable to claim the Prize or any portion thereof during such time, the Prize may, in the sole and absolute discretion of the Contest Sponsor, be forfeited in its entirety and, if forfeited, the Contest Sponsor is not obligated to offer any substitute prize in its place); (iv) Contest 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 value, including, without limitation, but solely at the Contest Sponsor's sole discretion, a cash award (including without limitation if the fulfilment of the Prize, or any part

thereof, is rendered impossible, infeasible, unsafe or impractical for any reason; (vi) by accepting the Prize, the confirmed winner and his/her guest agree to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part; (vii) neither Contest Sponsor nor any of its prize suppliers will replace any lost or stolen vouchers; (viii) the confirmed winner's guest must: (a) be a Canadian resident that is of the legal drinking age in Ontario; and (b) sign and return the Contest Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Released Parties relating to his/her participation in the Prize; (ix) any difference between the actual value of the Prize and its stated approximate retail value will not be awarded; (x) all characteristics and features of the Prize (and of each Prize element), except as otherwise explicitly stated above, are at the Contest Sponsor's sole and absolute discretion; (xi) the Released Parties will not be in any way responsible (and for greater certainty, are not obligated to offer any substitute prizing) in the event that any part of the Prize is delayed, postponed, re-scheduled or cancelled for any reason; (xii) the Contest Sponsor reserves the right to change any of the Prize dates and/or Prize description at its sole and absolute discretion; (xiii) by participating in the Prize, the winner and his/her guest each: (a) signify that he/she understands, acknowledges and accepts that participation in the Prize may involve danger and/or exposure to risks and whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he/she may suffer damage to personal property, serious personal injury, illness or even death; (b) signifies that he/she acknowledges and agrees that the Released Parties have not made any warranties, guarantees or representations about his/her safety while participating in the Prize; and (c) warrants and represents that he/she has evaluated the nature, scope, and extent of the risks involved, and freely and voluntarily agree and assume any and all such risks arising out of or connected with his/her participation in the Prize.

5. DEADLINE FOR CLAIMING GRAND PRIZE

Contest Sponsor will contact each potential Prize winner within 15 days of the Draw Date by email. **NO ONE IS A WINNER UNLESS AND UNTIL THE CONTEST SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE CONTEST RULES.** BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each potential winner will be required to correctly answer a mathematical skill-testing question without mechanical or other aid and sign and return within the required timeline the Contest Sponsor's declaration and release form, as set out in Rule 10 below. The potential Prize winners will have 10 days from the date of notification to correctly answer the skill testing question and complete and return the release to claim their Prize by email (the "Deadline"). If a selected entrant fails to: correctly answer the skill-testing question, claim the Prize in accordance with all applicable Contest Sponsor instructions or to inform the Contest Sponsor of his or her inability to claim the Prize before the Deadline, or if a selected entrant is determined to be in violation of these Contest Rules (all as determined by the Contest Sponsor in its sole and absolute discretion) then his or her entry and rights to the applicable Prize will be forfeited and he or she will not receive any prize.

6. CHANCES OF WINNING

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

7. LIMITATION ON NUMBER OF ENTRIES PERMITTED

Only one (1) Entry per person/household is permitted during the Contest (regardless of the method of entry). Multiple entries will be discarded and may result in entrant's disqualification in Contest Sponsor's 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.

8. 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 Released Parties, 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 a Prize, including, without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy. This contest is not connected to the LCBO and/or the AGCO in any manner whatsoever and the LCBO and AGCO are not liable in any way for any matter related to this contest.

9. NO REPRESENTATIONS OR WARRANTIES

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

10. DECLARATION AND RELEASE OF PRIZE WINNER AND GUEST

Before being confirmed as a winner and awarded a Prize, each 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 (among other things) that:
 - He/she/they have read, understood, accepted and are in compliance with these Contest Rules, and acknowledge acceptance of the applicable Prize (as awarded);
 - He/she/they understand 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/she/they 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/her/their participation in the Contest and winning a Prize;
 - He/she/they release the Released Parties as well as their respective advertising and promotional agencies 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/her/their guest, or by his/her/their 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

11. PRIZES TO BE ACCEPTED AS AWARDED

The decisions of the Contest Sponsor are final and binding on all entrants, and each Prize must be accepted as awarded. No portion of any of the Prize is transferable. Should the selected entrant be unable to claim a Prize as awarded, his/her/their entry will be forfeited and another eligible Contest entrant will be selected in accordance with the Contest Rules until a winner is declared.

12. 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/she/they are 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).

13. SUBSTITUTION OR CHANGE TO THE CONTEST

The Contest Sponsor reserves the right in its sole and absolute discretion to substitute a 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.

14. OWNERSHIP OF ENTRIES

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

15. RELEASE OF LIABILITY

The Released Parties 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.

16. CONSENT TO USE OF PERSONALITY

By entering the Contest and accepting a Prize, each Prize winner consents to the use of his/her/their name, city of residence, photograph, voice, likeness, image or any other aspect of his/her/their personality for any publicity and programming purposes, commercial or

otherwise, in all media used by Contest Sponsor, promoters and their advertising and promotional agencies, without any territorial or time limitations and without additional payment or compensation.

17. 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 and any other personal information provided at the time of entry (the “**Registrant Information**”), each Contest entrant expressly consents and 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. Upon entering via the Contest website as set out above, an entrant will be added to the database of Contest Sponsor and entrant will receive email newsletters. The entrant can choose to opt out of such emails by sending an email to info@wmao.ca requesting removal or clicking on the ‘unsubscribe’ link on all email communications - no other correspondence will take place between Contest Sponsor, and the entrants except in connection with the Contest and, in the case of a Prize winner, as a result of entering the Contest and winning a Prize.

18. WHERE CONTEST RULES AND REGULATIONS AVAILABLE

These Contest Rules are available online at <https://winecountryontario.ca/wine-country-getaway-contest/>

19. COMPLIANCE WITH CONTEST RULES

By participating in the Contest, all entrants signify agreement to abide and be legally bound by the Contest Rules, which are subject to change at the sole and absolute discretion of the Contest Sponsor. 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, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

20. 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.

21. GENERAL TERMS

ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THE CONTEST SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE CONTEST RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME. The decisions of the Contest Sponsor with respect to all aspects of this Contest, including without limitation the eligibility of entrants or any Contest-Related Information, are final and binding on all entrants without right of appeal.

All Contest-Related Information and entrants are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor - including, without limitation, government issued photo identification): (i) for the purposes of verifying an

entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest-Related Information and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest 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 Contest Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification in the sole and absolute discretion of the Contest Sponsor. The sole determinant of the time for the purposes of the Contest will be the official time-keeping device(s) used by the Contest Sponsor.

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

By participating in the Contest, each entrant hereby warrants and represents that any Contest-related Information he/she submits does not contain any reference to any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence, and will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.

The Contest Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend the Contest, or to amend these Contest Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising and/or any instructions or interpretations of these Contest Rules given by any representative of the Contest Sponsor, the terms and conditions of these Contest Rules shall prevail, govern and control to the fullest extent permitted by law.