



## GOLF VANCOUVER ISLAND - EMERALD CLUB - GOLF FOURSOME GIVEAWAY

### OFFICIAL RULES AND REGULATIONS

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

The following promotion is intended for play in the 50 U.S. states, the District of Columbia ("D.C.") and Canada, excluding Quebec, and will be construed and evaluated according to U.S. and Canadian law as indicated below. Please do not enter if you are not a legal resident of any of the 50 U.S. states, D.C. or Canada, or a resident of Quebec.

IMPORTANT:PLEASE READ THESE OFFICIAL RULES AND REGULATIONS ("OFFICIAL RULES") BEFORE ENTERING THE 'GOLF VANCOUVER ISLAND - EMERALD CLUB - GOLF FOURSOME GIVEAWAY' (THE "CONTEST") ORGANIZED BY GOLF VANCOUVER ISLAND. ("SPONSOR"). BY ENTERING THIS CONTEST, YOU REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS IN RULES 1 AND 2 BELOW AND YOU ARE DEEMED TO HAVE READ AND TO AGREE TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES.

Void where prohibited by law.

#### 1. HOW TO ENTER

Contest begins at 12:00:01 a.m. Pacific Time ("PT") on December 15, 2020 and ends at 11:59:59 p.m. PT on March 30, 2021 (the "Contest Period"). To participate in the Contest, at any time during the Contest Period individuals may visit <http://golfvancouverisland.ca/contest> (the "Website"), and complete and submit an online entry form (an "Entry") prior to 11:59:59 p.m. PT on March 30, 2021. Limit of one (1) Entry per person and per email address, regardless of method of entry. All Entries must be manual. Automated Entries are prohibited, and any use of automated devices will result in disqualification from the Contest. Separate data charges may apply to Entries submitted using a mobile device.

#### 2. ELIGIBILITY

To be eligible to participate in the Contest by submitting an Entry, you must:

- A. be a legal resident of one of the 50 U.S. states, D.C. or of Canada, excluding Quebec;  
and
- B. have reached the age of 19 at the time you submit your Entry.



You are not eligible to participate in the Contest by submitting an Entry if you are: (a) an employee, representative or agent of Sponsor or an employee of a representative or agent of Sponsor (an "Employee"); (b) an immediate family member (defined as mother, father, brother, sister, son, daughter, including "in-laws," or spouse, regardless of where you reside) of an Employee (a "Family Member"); or (c) a person domiciled with an Employee or a Family Member.

At any time, Sponsor will have the right to request from any individual who has participated in the Contest by submitting an Entry (each an "Entrant"), proof of identity and/or eligibility to participate. Failure to provide proof within a reasonable time or the provision of false or misleading information could result in the Entrant's disqualification. Contest is subject to all applicable federal, state, provincial, territorial and local laws and regulations. Sponsor reserves the right to disqualify any Entrants who, in Sponsor's sole discretion, do not comply with these Official Rules or who otherwise tamper with the entry process. Void outside of the 50 U.S. states, D.C., Canada, excluding Quebec, and where prohibited by law.

### 3. PRIZE

There is one (1) grand prize available to be won, consisting of golf as described below for the winner and up to three other (3) designated guests (the "Selected Guest"), with specific prize components to be awarded by the Sponsor, as described below (the "Grand Prize Trip"). After a winner is declared, the winner will cooperate and liaise with Sponsor and/or its authorized representative to assemble the prize package including, accommodation, and activity bookings to be presented and facilitated by Sponsor, with the winner's input. Subject to these Official Rules, the Grand Prize Trip will include the following components:

1 round of golf for four (Winner and Three Designated Guests) with power cart at: Morningstar Golf Club in Parksville, BC.

The exact details and components of the Grand Prize Trip, including booking golf tee times will be finalized between by Sponsor, in consultation with the winner, after a winner has been declared, and all such details and components will be subject always to Sponsor's sole and absolute discretion.

The actual retail value of the Grand Prize will depend upon the final trip details and components, but will not exceed \$280 CDN (approx. \$210.72 USD based on an exchange rate of \$1CDN = \$1.32 USD) (the "Maximum Trip Value").

If the winner is a U.S. resident, taxes, if any, related to the prize will be the responsibility of the individual winner.



Any costs and expenses for Grand Prize Trip components not specifically included by Sponsor in the finalized Grand Prize Trip package and all other costs and expenses not specifically referred to in these Official Rules (including without limitation incidental hotel expenses, additional accommodations and transportation if required, additional activities, meals, gratuities, travel and health insurance, travel documentation and items of a personal nature) and all applicable taxes in respect of any such additional costs and expenses, as well as all costs and expenses in excess of the Maximum Trip Value, will be the sole and exclusive responsibility of the winner and/or the Selected Guest.

For the purpose of determining the value of Grand Prize Trip components, the determinations of the Sponsor will be final and binding. Any difference between the Maximum Trip Value and the actual value of the Grand Prize Trip will not be awarded.

The winner and the Selected Guest must travel together on the same itinerary as determined by Sponsor in its sole discretion. If the Winner or Selected Guest, at the time of travel, have not yet reached the age of 19 (each such Selected Guest, a "Minor Guest"), the Minor Guest must be accompanied by their legal guardian(s) at all times during the Grand Prize Trip, including but not limited to during all travel, at the hotel or other accommodations and during all arranged activities and/or experiences. If a legal guardian of a Minor Guest is not also a Selected Guest, then all costs and expenses incurred by such legal guardian to accompany the Minor Guest are the sole responsibility of the legal guardian. The winner and the Selected Guest are solely responsible for securing all required travel documentation prior to participating in the Grand Prize Trip.

Prize travel must be completed within the calendar year of the date on which the Grand Prize Trip is awarded to the declared winner (the "Award Date"). If, for health or any other reason, the declared winner and the Selected Guests cannot complete travel by Award Date, the winner may be required to forfeit the Grand Prize Trip in its entirety, at Sponsor's sole discretion.

The above description constitutes the expected components and details of the Grand Prize Trip; all aspects of the Grand Prize Trip are subject to availability, schedules, weather conditions and other factors beyond Sponsor's control and are subject to change. Black-out dates for travel, accommodation and certain arranged activities and/or experiences and other restrictions may apply.

The Grand Prize Trip is not transferable and must be accepted as awarded. The Grand Prize Trip cannot be substituted or redeemed for cash or otherwise, except in Sponsor's sole discretion. All components of the Grand Prize Trip must be approved by Sponsor and Sponsor reserves the right, at its sole discretion, to refuse, amend or otherwise change any and all components of the Grand Prize Trip. Sponsor reserves the right to substitute any or all components of the Grand Prize Trip for components of equivalent or greater value (as

determined by Sponsor in its sole discretion) if the Grand Prize Trip or any component thereof cannot be awarded as described for any reason. Sponsor will not be responsible if factors beyond Sponsor's reasonable control prevent the Grand Prize Trip or any component thereof from being fulfilled, including if the winner or any Selected Guest are unable or ineligible to travel or participate in any activities and/or experiences for health or any other reasons. In any such event, Sponsor reserves the right not to substitute prizes.

By participating in the Contest by submitting an Entry, you:

- A. acknowledge that your right to claim the Grand Prize Trip if selected or declared as the winner is subject to these Official Rules;
- B. further acknowledge that, if selected or declared as the winner, there may be circumstances (as set out in these Official Rules) in which you may be required to forfeit your right to claim the Grand Prize Trip, including if (i) you cannot complete Grand Prize Trip-related travel by the Award Date, (ii) you are disqualified from participating in the Contest for the reasons listed in Rule 4, or (iii) you or your Selected Guests do not follow Sponsor's instructions regarding release documentation as described in Rule 5;
- C. agree that, if you are required to forfeit your right to claim the Grand Prize Trip as described in paragraph (B), you will waive any claim you may have (at that time or in the future) to the Grand Prize Trip, and you further agree to release and forever discharge the Sponsor and its representatives, including employees, agents, licensees, successors, assigns, contractors and subcontractors from any and all liability arising from your forfeiture of the Grand Prize Trip; and
- D. agree to execute and deliver any further releases and documents as may be reasonably necessary, in Sponsor's sole discretion, to give full effect to paragraph (C).

If the Grand Prize Trip is forfeited at any time after Sponsor has declared a Contest winner, then Sponsor may, at Sponsor's sole discretion, select a new winning Entrant using the procedure set out in Rule 4.

#### 4. SELECTION OF WINNER

On or about April 1, at or around 1:00 p.m. PT a random draw will be conducted by Sponsor or its authorized representative in Victoria, British Columbia to select one (1) potential winning Entry from all eligible Entries received during the Contest Period. Odds of winning are dependent upon the total number of eligible Entries received during the Contest Period. Sponsor or its authorized representative will attempt to contact the selected Entrant by email once per day for three (3) consecutive business days. The selected Entrant will have a further five (5) consecutive business days to respond via email, phone or voicemail. If the selected Entrant does not respond as required under this Rule 4, or responds but is deemed to be ineligible in Sponsor's sole discretion, or is unable or unwilling to comply with these Official



Rules (including if the selected Entrant is unable to complete Grand Prize Trip-related travel by the Award Date), that selected Entrant will be disqualified and another potential winning Entrant will be randomly selected from the remaining eligible Entries and contacted in accordance with this Rule 4. Sponsor is not responsible for any change in an Entrant's email address or for any failure whatsoever of Entrant to receive Sponsor's notification or for Sponsor to receive a selected Entrant's response.

For Canadian Residents Only:

Before being declared the winner, a selected Entrant must first correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill testing question to be administered by Sponsor or its authorized representative by phone or email.

## 5. RELEASES

Before being declared the Contest winner, the selected Entrant will be required to sign a declaration of eligibility and release form (the "Release") indicating that the selected Entrant: (a) has complied and agrees to comply with these Official Rules; (b) accepts the Grand Prize Trip as offered; (c) will keep his/her winning notification confidential until notified by Sponsor; (d) releases Sponsor, its agents, employees, contractors, Facebook, Inc. and any other parties to be added to the Release in Sponsor's sole discretion (the "Released Parties") from any and all liability arising from his/her participation in the Contest or his/her acceptance, use, misuse or awarding of the Grand Prize Trip (including any associated travel); (e) indemnifies the Released Parties from any and all losses that Sponsor may incur arising out of any act or omission by him/her in connection with the Contest or the Grand Prize Trip; and (f) except where prohibited by law, acknowledges Sponsor's and its authorized representatives' right to publish and/or broadcast the Contest winner's picture, name, address, voice, likeness and/or statements without further compensation other than the Grand Prize Trip offered. The wording of the Release will be determined by Sponsor, in its sole discretion. Sponsor may also add such other terms and conditions to the Release as Sponsor, in its sole discretion, may deem necessary.

The selected Entrant must return the Release by the date indicated on the document. If the Release is not returned on time or is returned as non-deliverable, or if the selected Entrant answers the skill-testing question incorrectly or is disqualified for any other reason, the selected Entrant may be required to forfeit the Grand Prize Trip in its entirety, at Sponsor's sole discretion. If the Grand Prize Trip is forfeited in accordance with this Rule 5, another potential winning Entrant will be randomly selected from the remaining eligible Entries using the procedure set out in Rule 4.

The Selected Guests (and the legal guardian(s) of any Minor Guests) will also be required to sign and return a liability/publicity release prior to travel. All such releases must be returned by



the date indicated on the document or travel will not be booked and the Grand Prize Trip may be forfeited.

## 6. PRIVACY

By participating in the Contest by submitting an Entry, you:

- A. consent that your personal information (including your name, country of residence, postal/zip code, email address and, in the event that you are selected as the Contest winner, your full mailing address, photograph, voice, likeness and/or statements) is being collected by Sponsor for the purposes of operating, administering and promoting the Contest;
- B. consent to the disclosure and storage of, and access to, this personal information, inside or outside of Canada, for any and all purposes in connection with your participation in, and the operation, administration and promotion of, the Contest (including, if you are selected as the winner, the disclosure of your personal information on the Website, the Mobile Website, the Facebook Page and other media accessible to the general public); and
- C. if, at the time of submitting your Entry, you indicated that you wish to receive a guide to vacationing in British Columbia, seasonal travel information, special offers and trip ideas (collectively, the "Travel Information"), you also consent to the further use of your email address by Sponsor for the purpose of sending you the Travel Information electronically or, if you requested a print version of the Travel Information, you consent to the collection and use of your full mailing address by Sponsor for the purpose of mailing you the Travel Information.

The consents listed above are effective as of the date on which you submit your Entry.

Your personal information is collected, used and disclosed by Sponsor pursuant to sections 26 (c) and (d) of the Freedom of Information and Protection of Privacy Act (BC) for the purposes set out in this Rule 6. All questions regarding the collection, use and disclosure of your personal information by Sponsor may be directed to: Marketing Manager, GOLF VANCOUVER ISLAND, % LP Web Advisors Inc., 342 Scenic Drive, Coldstream, British Columbia V1B 2X3, tel: 778-475-3392 (SUBJECT: GOLF VANCOUVER ISLAND - EMERALD CLUB - GOLF FOURSOME GIVEAWAY Contest Inquiries). Your personal information will be kept confidential and will not be shared with any third parties, except as necessary for the operation, administration and promotion of this Contest in accordance with these Official Rules and as may be required by law. You acknowledge that you understand that your personal information is collected by Sponsor.

## 7. LIMITATION OF LIABILITY

Sponsor assumes no responsibility for and under no circumstances will Sponsor, its agents, employees, contractors and assigns be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages based on any Entrant's participation in the Contest, including for: (i) Entries which are incomplete, unintelligible, lost, late or misdirected; (ii) technical failures of any kind, including but not limited to failure of the Internet, the Website, the Mobile Website or the Facebook Page during the Contest Period, any problems, failure or technical malfunction of any telephone network or lines, online or electronic systems, servers, access providers, computer hardware or software, incomplete, garbled or delayed Internet/e-mail computer or mobile device transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof or other failures related to hardware, software or virus; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) technical or human error related to the administration of the Contest or the processing of Entries; (v) any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from any Entrant's, winner's or Selected Guest's participation in the Contest and/or the Grand Prize Trip or any component thereof; (vi) any use of the Website, the Mobile Website, the Facebook Page or any other website to which the Website, the Mobile Website or the Facebook Page is linked (including without limitation any injury or damage to an Entrant's or any other person's computer or mobile device relating to or resulting from participation or downloading any materials in this Contest); or (vii) any Entrant's failure to abide by the Official Rules. The limitations of liability set out in this Rule 7 apply, without limitation, to any lost profits, business interruption or loss of programs or information and will apply even if Sponsor has been specifically advised of the possibility of such damages.

## 8. ACKNOWLEDGMENT AND RELEASE BY ENTRANT

By participating in the Contest by submitting an Entry, you hereby release : (i) Sponsor and its representatives, including employees, agents, licensees, successors, assigns, contractors and subcontractors, from any and all liability whatsoever, and waive any and all causes of action related to any injury, loss or damage of any kind to any person or persons, whether intentional or unintentional, related to or resulting in whole or in part, directly or indirectly, from your participation in this Contest.

You hereby acknowledge that you understand that the Contest is organized solely by Sponsor and its authorized representatives, and that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc..

## 9. WARRANTY DISCLAIMER

The Website and all of the information they contain is provided "as is" without warranty of any kind, whether express or implied. All implied warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby expressly disclaimed. The Grand Prize Trip and all components thereof are awarded "as is" and without warranty of any kind, express or implied.

## 10. MISCELLANEOUS

All decisions of Sponsor or its authorized representatives will be final and binding in all matters relating to this Contest. Sponsor reserves the right, without prior notice, to cancel, terminate, modify or suspend the Contest if, for any reason, the Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond its control. In the event of cancellation of the Contest, Sponsor may randomly select a winning Entry from all eligible Entries received prior to cancellation in accordance with Rule 4. Sponsor reserves the right, to amend the Official Rules without prior notice if any factor interferes with the proper conduct of the Contest as contemplated by these Official Rules. Should multiple users of the same e-mail account enter the Contest and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said email account at the time of entry will be considered the Entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted e-mail address.

If any term or provision of these Official Rules is invalid, illegal or unenforceable, all other terms and provisions of these Official Rules will nonetheless remain in full force and effect.

For Canadian residents:

These Official Rules are governed by, and are to be construed in accordance with, the laws of the province of British Columbia and the federal laws applicable therein, excluding any rules respecting the choice of law or conflict of laws that would lead to the application of any other laws.

For U.S. residents:

By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any





choice of law or conflict of law rules. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts for New York, New York.

#### 11. OFFICIAL RULES AND WINNERS LIST

For a copy of these Official Rules or for the name of the declared Contest winner, send a request along with a self-addressed stamped envelope to: Marketing Manager, GOLF VANCOUVER ISLAND, % LP Web Advisors Inc., 342 Scenic Drive, Coldstream, British Columbia V1B 2X3.

U.S. residents may omit return postage.

Sponsor:  
GOLF VANCOUVER ISLAND  
% LP Web Advisors Inc.  
342 Scenic Drive  
Coldstream, British Columbia  
Canada V1B 2X3

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