

Tourism Bowen Island Association

Bowen Food Fest Contest Official Rules and Regulations

This contest is sponsored by Tourism Bowen Island Association (TBI) in conjunction with participating businesses, herein referred to as TBI and/or the Sponsors and/or Prize Donors. All official rules and regulations governing this contest are listed within this document including the Contest Standard Terms and Conditions.

Contest Period

- The contest starts at 12:00 PST on September 22, 2023 and ends no earlier than 23:59 PST on October 22, 2023.

Prizes

Chances of winning depend on the number of eligible participants.

1st Grand prize is a Bowen Island Stay & Explore Getaway for two people, with an approximate value \$550.

- one night stay at Libellelue Cottages (conditions apply including only bookable)
- BC Ferries travel voucher for one standard car and two people, one way on any route except inside passage, the Discovery Coast Connector and Haida Gwaii. (conditions apply - expires March 31, 2024)
- \$100 Bowen Island voucher to spend at your choice of local business.

2nd Prize - BC Ferries travel voucher - approximate value \$100

- BC Ferries travel voucher for one standard car and two people, one way on any route except inside passage, the Discovery Coast Connector and Haida Gwaii. (conditions apply - expires March 31, 2024)

3rd Prize - \$25 Alderwood Farm gift certificate towards specialty foods or vacation rental.

4th Prize - \$25 Alderwood Farm gift certificate towards specialty foods or vacation rental.

5th Prize - Set of two Bowen branded mugs - value \$30

6th Prize - Children's small Eagle Bowen branded t-shirt - value \$25

7th Prize - Children's XS Deer Bowen branded t-shirt - value \$25

**Note: Prizes are subject to conditions, including dates and expiry dates. Shipping is not included for any prizes.*

Prizes will be distributed to the winners by TBI by a method agreed upon by the winner and within a reasonable time period.

How to Enter

- No purchase necessary to enter the Contest.
- When you visit a participating Bowen Food Fest vendor you can request to scan the vendor's unique QR code.
- The QR code will take you to a short contest form. Add your name, email address and submit. You have submitted a contest entry.
- You are allowed ONE ENTRY ONLY FOR EACH UNIQUE VENDOR/ QR CODE during the contest time period.
- If you visit multiple BFF vendors, you are allowed one entry per each vendor. In the case of multiple entries for one vendor, only the first eligible entry will be considered. The remainder will be void.
- Entries are invalid if they are late, incomplete, or forged. There will be no communication exchanged with entrants with the exception of those selected as Contest winners.

Draw and Winner Selection

- The odds of winning depend on the number of entries.
- Winners will be selected by random draw from eligible contest participants.
- The draw will take place on or before October 31, 2023.
- The selected entrant/winner will be contacted by email on the draw date or within one business day of the draw.
- The selected entrant/winner will be given 5 business days to respond. If no response is received by the end of the 5th business day, a new entrant/winner will be selected by random draw and given 5 business days to respond. This process is followed until a selected entrant/winner responds.
- The selected entrant/winner must complete a skill-testing mathematical question and satisfy all contest terms and condition before being declared an official winner.
- If there are any errors relating to the entry process, drawing or any other aspect of a Contest and/or there are more selected entrants than contemplated in these Contest

Rules, a random draw amongst all eligible prize claimants will be conducted to award the correct number of prizes.

Tourism Bowen Island Association Contest Standard Terms and Conditions

THE FOLLOWING RULES ARE THE STANDARD TERMS AND CONDITIONS RELATED TO THE CONTESTS AND GIVEAWAYS (BOTH “CONTEST” AND “CONTESTS”) CREATED, MARKETED AND MANAGED BY THE TOURISM BOWEN ISLAND ASSOCIATION (herein referred to as TBI). CONTESTS ARE INTENDED TO BE CONDUCTED IN THE PROVINCE OF BRITISH COLUMBIA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTESTS CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

Eligibility

To be eligible to enter the Contest, an individual must:

- be a legal resident of, and the age of majority (19) in, the province of British Columbia;
- have an email address to enter the contest.

TBI and/or the Sponsors and/or Prize Donors retain the right at any time to require proof of identity and/or eligibility to participate in the Contests. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to TBI and/or the Sponsors and/or Prize for the purpose of the Contest must not be misleading and should be truthful, complete, and accurate. TBI and/or the Sponsors and/or Prize reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

Contest Period

Each Contest entry period (each a “Contest Period”) shall start and end as announced on TBI's website (<https://www.tourismbowenisland.com/>). After the Contest is closed, no other entries will be accepted.

How to Enter

(a) No purchase is necessary to enter a Contest. To enter, visit one or all participating vendors and scan the vendor's unique contest QR code. Complete the contest entry form. Entries must be received prior to the end of a Contest’s applicable Contest Period to be eligible for entry into that Contest.

(b) Limit of one (1) entry per person per unique vendor QR code during the Contest Period, unless otherwise indicated. In the case of multiple entries, only the first eligible entry will be considered. The remainder will be void.

(c) Entries must be received before the posted Contest period entry deadline. Entries are invalid if they are late, incomplete, or forged. There will be no communication exchanged with entrants with the exception of those selected as Contest winners.

(d) Each entrant agrees that their submissions in connection with the Contest can be posted on TBI and/or the Sponsors and/or Prize Donors owned or controlled websites, viewing galleries and/or social media platforms.

(e) Entries received online are deemed to be provided by the authorized account holder of the e-mail address. For the purposes of these Contest Rules, “authorized account holder” is defined as the natural person assigned and associated with an e-mail address, mobile application, Facebook, Instagram, YouTube or any other Social Media platform currently or in the future operating account. All or some selected entrant may be required to provide TBI and/or the Sponsors and/or Prize Donors with proof that the selected entrant is the authorized account holder of the e-mail address, mobile application, Facebook, Instagram, YouTube or any other social media platform currently or in the future operating account associated with the winning entry.

Prizes

(a) Individual Contest prize shall have an approximate retail value between one Canadian dollar (CDN \$1.00) and ten thousand Canadian dollars (CDN \$10,000.00) and shall be announced and described on TBI and/or the Sponsors and/or Prize Donors Contest Website, and/or mobile application, Facebook, Instagram, YouTube or any other social media platform currently or in the future operating account at the beginning of each Contest Period. Winner(s) are not entitled to receive the difference between the actual prize value and the approximate prize value. Winner(s) will be solely responsible for any expense not explicitly included in the prize.

(b) Winner(s) will be contacted by TBI and/or the Sponsors and/or Prize Donors with instructions on how to claim the prize.

(c) Prize(s) must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of TBI and/or the Sponsors and/or Prize Donors. Any portion of the prize not used will be forfeited and have no cash value. TBI and/or the Sponsors and/or Prize Donors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion of it) cannot be awarded for any reason.

(d) TBI and/or the Sponsors and/or Prize Donors are not responsible and carry no liability for a lost, damaged or misdirected prize.

Winner Selection

(a) After the last day of the contest or on a specified draw date, TBI and/or Sponsors and/or Prize Donors will select one (1) entrant or more based on the number of prizes available to be won by random draw from all eligible entries received during the Contest Period, unless indicated otherwise. Each entrant shall be eligible to win only one (1) prize unless indicated otherwise. The Grand Prize will be selected first, then Second Prize and so on until all prizes are awarded. The odds of winning are dependent upon the number of eligible entries received for the Contest. Any entries for a specific Contest are null and void for future contests.

(b) Before being declared a winner, drawn Contest participant(s) are required to answer correctly, without assistance of any kind, a time-limited mathematical skill-testing question that will be administered during a telephone call or by e-mail. Contest winners may be required to sign and return a Release as outlined below.

(c) If the selected entrant does not respond by the time indicated in the notification, they will be disqualified with no prize awarded to them. Another entrant may be selected as determined by TBI until an entrant satisfies all terms and conditions set out in this Contest Rules documentation. TBI is not responsible for any entrant or winners' failure for any reason to receive notification or for TBI to receive a selected entrant or winners' response.

(d) If there are any errors relating to the entry process, drawing or any other aspect of a Contest and/or there are more selected entrants than contemplated in these Contest Rules, a random draw amongst all eligible prize claimants will be conducted to award the correct number of prizes.

Release

Winner(s) and guest(s) or any others deemed affiliated by TBI and/or the Sponsors and/or Prize Donors may be required to execute, review and sign a legal agreement and release ("Release") that confirms his, her, or their: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of TBI and/or the Sponsors and/or Prize Donors, if applicable, Facebook, Instagram, YouTube or any other social media platform currently or in the future operating, subsidiaries, affiliates and/or related companies and all their employees, directors, officers, suppliers, agents, administrators, licensees,

representatives, advertising, media buying and promotional agencies (collectively, the “Releasees”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Facebook, Instagram, YouTube or any other social media platform currently or in the future of the unrestricted right to produce, reproduce, convert, publish, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt, and otherwise use or re-use the submitted Work, his or her name, image, likeness, comments, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest. The executed Release(s) must be returned within two (2) business days of the date indicated on the accompanying letter of notification or verification as a winner, or the selected individual(s) will be disqualified and any rights he or she may have to the prize will be forfeited.

Indemnification by Entrant

By entering the Contest, each entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from: (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant’s participation in the Contest, without limitation.

Limitation of Liability

TBI and/or the Sponsors and/or Prize Donors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. TBI and/or the Sponsors and/or Prize Donors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. TBI and/or the Sponsors and/or Prize Donors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. TBI and/or the Sponsors and/or Prize Donors assume no responsibility or liability in the event that the

Contest cannot be conducted as planned for any reason, including those reasons beyond the control of TBI and/or the Sponsors and/or Prize Donors, such as acts of nature, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Website and Mobile Application.

Conduct

By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of TBI and/or the Sponsors and/or Prize Donors, which are final and binding in all respects. TBI and/or the Sponsors and/or Prize Donors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website or Mobile Application, or any related promotional website or mobile application; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any TBI and/or the Sponsors and/or Prize Donors property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, MOBILE APPLICATION OR ANY RELATED WEBSITES OR MOBILE APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, TBI AND/OR THE SPONSORS AND/OR THE PRIZE DONORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Where applicable, winners (and guests, if applicable) must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. TBI and/or the Sponsors and/or Prize Donors reserve the right to remove or agree with others to remove from any prize-related locations, any winner(s) and/or guest(s) who break such rules and/or fails to behave appropriately and to disqualify such winner(s) and/or guest(s).

Privacy / Use of Personal Information

(a) By participating in the Contest, each entrant: (i) grants to TBI and/or the Sponsors and/or Prize Donors the right to use his/her personal information provided when he/she enters the Contest and the Entry, together known as 'Personal Information' to administer the Contest, including but not limited to contacting and announcing the winner(s) and coordinating the acceptance of the Contest prize; (ii) grants to TBI and/or the Sponsors and/or Prize Donors the right to use their Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose the Winners Personal Information to third-party

agents and service providers of TBI and/or the Sponsors and/or Prize Donors in connection with any of the activities listed in (i) and/or (ii) above.

(b) TBI and/or the Sponsors and/or Prize Donors will use the entrant's Personal Information only for purposes outlined in this document (Contest Rules), and will protect Personal Information of the entrant(s) so it follows the B.C. Freedom of Information and Protection of Privacy Act ("FIPPA").

Intellectual Property

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by TBI and/or the Sponsors and/or Prize Donors and/or their affiliates. All rights reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

Termination

TBI reserves the right, in their sole discretion, to terminate, modify, amend, suspend and/or change any Contest and/or the Contest Rules in any way, at any time, for any reason without prior notice.

Law

These are the Contest Rules. The Contests are subject to all applicable federal, provincial, and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial, and municipal laws or the policy of any other entity having jurisdiction over the Sponsors and/or the Contests. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and TBI and/or the Sponsors and/or Prize Donors in connection with the Contests shall be governed by and construed in accordance with the laws of the province of British Columbia including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials and activities, including but not limited to the Contest entry form, digital, broadcast, out-of-

home advertising and/or appearances, the terms and conditions of the Contest Rules shall prevail, govern and control.

Social Media Disclaimer

This contest is in no way sponsored, endorsed, administered by, or affiliated with Instagram or Facebook (or any other Social Media platform used to promote the contest), and Instagram and/or Facebook (or any other Social Media platform used to promote the contest) are released of any liability by each participant arising out of or in connection with this contest.

Participant Agreement

By entering this contest, each participant understands and agrees to be bound by these contest rules.