

# **TOURISM FERNIE CONTEST RULES**

ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THE FOLLOWING CONTEST RULES (THE "CONTEST RULES").

## **1. ELIGIBILITY**

To be eligible for this Contest, an individual entrant must:

- a. Be 19 years of age or older at time of entry
- b. Meet all contest rules
- c. Reside outside of the City of Fernie

Employees of Tourism Fernie Society, Fernie Alpine Resort Inc., Resorts of the Canadian Rockies Inc, Tunnel49, Fernie Central Reservations, (collectively, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members and/or the immediate family of any of the above, are not eligible to participate in the Contest. For the purpose of these Contest Rules, "immediate family" means husband, wife, spouse, mother, father, brother, sister, son and daughter, whether or not they reside in the same household.

Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to Sponsors for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. Sponsors reserve the right to disqualify any entry or entrant in its sole discretion, should any entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

## **2. CONTEST PERIOD**

The Contest begins at Noon, Mountain Standard Time ("MST") on March 17, 2023 and closes at 11:59 p.m. Mountain Standard Time ("MST") on April 30, 2023 (the "Contest Period").

## **3. HOW TO ENTER**

There is no purchase necessary to enter the Contest. To enter, complete and submit the entry form located at <http://www.tourismfernie.com/contest> (the "Contest Website") or complete a digital ballot at the Tourism Fernie booth at the Calgary Outdoor Adventure & Travel Show. To enter by mail, clearly print your name, complete mailing address and telephone number on a plain piece of paper and mail no later than April 15, 2023 to the attention of: Tourism Fernie Contest at P.O. Box 1928, Fernie, British Columbia, Canada V0B 1M0. No Entries will be accepted by any other means.

- a. Limit of one (1) Entry per person. Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the Entry. For the purpose of these Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winner may be required to provide Sponsors with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning Entry.
- b. Multiple Entries by the same person using one or more e-mail accounts shall result in disqualification. All Entries become the sole property of the Sponsors and none will be returned for any reason. All Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced.

#### 4. PRIZE

- a. **Grand Prize.** There will be one (1) grand prize ("Grand Prize") awarded to the Contest winner ("Winner") consisting of a prize package for including; three (3) nights accommodation with Fernie Central Reservations in Fernie, BC, for up to two (2) people sharing one (1) room, Two (2) 1-day Ride & Dine tickets at Fernie Alpine Resort for the summer season (valid June 24 – Sept.4, 2023), Whitewater Rafting Adventure for two (2) people and a \$100 gift card to spend at a restaurant or business of the winner's choice (must be a current member of Tourism Fernie). Accommodation is subject to availability and valid only for bookings until September 5, 2023.
- b. The Grand Prize has an approximate retail value of one thousand and three hundred Canadian dollars (CDN \$1300.00). Winner is not entitled to monetary difference between actual prize value and stated approximate prize value, if any. The prize package must be used no later than Fernie Alpine Resort Closing Day, September 4, 2023. Any and all portion(s) of the prize package cannot be refunded for cash or exchanged or transferred or used during any another season outside of the 2023 summer season.
- c. Prizes will be distributed within five (5) days after Winner has been successfully contacted and notified of their prize and has complied with all Contest Rules and requirements. Winner must be available to travel from June 2023 through to September 2023. Should Winner be unable to travel on the dates and times designated by Sponsors, the prize will be forfeited and awarded to an alternate winner. Winner will be responsible for all transportation to and from Fernie, resort, activities & lodging, travel and medical insurance, travel documentation, airport improvement fees, taxes, gratuities, telephone calls, in-room charges and any other expense not specifically described as included in the Grand Prize.

- d. Winner must comply with all Contest Rules.
- e. All prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash. Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the described prize cannot be awarded for any reason.

## **5. WINNER SELECTION.**

One (1) Winner shall be selected as follows:

- a. On May 1, 2023 in Fernie, British Columbia at 1:00 p.m. MST, one (1) potential winner will be selected by a random draw from all eligible entries received. Each entrant shall be eligible to win only one prize. The odds of being selected as a potential Winner are dependent upon the number of eligible Entries received. Before being declared a Winner, potential Winner shall be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged telephone call, and to comply with these Contest Rules.
- b. THE SELECTED POTENTIAL WINNER WILL BE NOTIFIED BY EMAIL NO LATER THAN MAY 2, 2023 AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected potential Winner must respond by email or telephone to the contact information provided in the notification, and the selected potential Winner's response must be received by Sponsors within two (2) business days of such notification. If the selected potential Winner does not respond in accordance with these Contest Rules, he/she will be disqualified and will not receive a prize and another potential Winner will be selected. Sponsors are not responsible for the failure for any reason whatsoever of a selected potential Winner to receive notification or for Sponsors to receive a selected potential Winner's response.

## **7. RELEASE**

Winner will be required to execute a legal agreement and release ("Release") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates, employees, directors, officers, suppliers, agents, sponsors and administrators (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including without limitation 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 Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to publish without any further compensation the name, picture, portrait, likeness, audio and/or video recording, interview and voice and any website dissemination or broadcast thereof of that entrant for

advertising and promotional purposes. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the selected potential winner will be disqualified and the prize forfeited.

## **8. INDEMNIFICATION BY ENTRANT**

By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Releasees or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, any breach of these Contest Rules, or in any prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

## **9. LIMITATION OF LIABILITY**

Sponsors assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies or any Release, or for any computer, online, telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. Sponsors 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. Sponsors 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. Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Sponsors are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Sponsors 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 the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website.

## **10. CONDUCT**

By entering this Contest, entrant agrees to be bound by these Contest Rules, which will be posted at the Contest Website throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. Sponsors 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; and/or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN

ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

## **11. PRIVACY / USE OF PERSONAL INFORMATION**

Entrant grants Sponsors the right to: (a) use his or her personal information for the purpose of administering the Contest; (b) use his or her name, photograph, likeness, voice, prize information and/or biographical information for publicity and promotional purposes without further compensation unless prohibited by law; and (c) use his or her name and his or her respective city and province of residence in connection with the Contest Website, other related websites and/or any other media now known or hereafter devised. Entrant emails will be entered into Sponsor marketing databases for Email Newsletter Sign-Ups, which can be opted out of at any time, including at entry submission. Personal information will not be provided to any third party other than as provided for in these Contest Rules. Sponsors and any third party agents of the Sponsors will use personal information only for purposes related to this Contest and will be required to protect all personal information.

## **12. INTELLECTUAL PROPERTY**

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by Tourism Fernie Society, Fernie Alpine Resort Inc, Resorts of the Canadian Rockies Inc, Red Tree Lodge, and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

## **13. TERMINATION**

Sponsors reserve the right, in their sole discretion, to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice.

## **14. LAW**

These are official Contest Rules. This Contest is subject to applicable federal, provincial and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial or municipal laws or the policy of any other entity having jurisdiction over the Sponsors.