

**#AprèsComoxValley 2019 Digital Contest
OFFICIAL CONTEST RULES**

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. SPONSOR: 2019 **#AprèsComoxValley** Contest in Partnership with Discover Comox Valley (the "Contest") is sponsored by Vancouver Island Visitor Centre, #101 - 3607 Small Rd, Cumberland, BC V9N 3Z8 (the "Sponsor").
2. ELIGIBILITY: The Contest is open to legal residents of British Columbia, Canada, who are 19 years of age or older at the time of entry, with the exception of employees of the Sponsors, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsors, in the Sponsors' sole discretion.
3. CONTEST DATES AND TIMES: The Contest begins on January 21, 2019 at 5:00 p.m. PDT and ends on February 8 at 5:00 p.m. PDT (the "Contest End Date") after which time the Contest will be closed and no further entries shall be accepted.
4. HOW TO ENTER: To participate in the Contest, you may enter by following Instagram and tagging 2 friends during the contest period

Entry by Social Media:

(i) via Instagram

You must have or create an Instagram to enter using this contest entry method. There are no fees associated with the creation of an Instagram account. Once you have created your account:

- A. Follow @DiscoverComoxValley and tag two friends. This post will be automatically entered into the contest. Limited to one entry per person per day. Participants can enter daily by tagging two more friends.
- B. Each entry counts as one entry into the applicable weekly draws.

Post Entry Rules

1. Your contest entry must: A) be posted directly from your Instagram account during the Contest Period; B) be in 'good taste' and must not be explicit or offensive as determined by the Contest Sponsor in its sole and absolute discretion; C) not violate any law or regulation; D) not be libelous, threatening or harassing; and E) not instigate others to commit illegal activities or violate human rights.

2. The Contest Sponsor's right to use contest entries: You acknowledge that your contest #AprèsComoxValley post may appear the Contest Sponsor's Instagram feed after they are posted on your account or submitted via the online story poll entry and may appear in other electronic and print materials related to the Contest, including promotional materials. By using the designated contest hashtag or by submitting an entry via the online story poll, you grant the Contest Sponsor the right to use, publish, adapt, edit, dispose of and /or modify such entry and the concepts and waive all your rights in the entry without notice or compensation and agree that you may be required to sign a release to that effect.

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the

Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. By completing an entry, Entrants grant Sponsors a non-exclusive license to use all entries for any purpose. No correspondence will be entered into except with selected entrants. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry.

5. CONTEST PRIZES: There are a total of twenty (18) weekly prizes available to be won (8 pairs of 1-hr tube passes and 10 pairs of alpine lift tickets).

Weekly Prizes

Each weekly prize consists of one (1) pair of 1-hr tube passes (approximate retail value of up to \$36) or one pair of alpine lift tickets (approximate retail value of up to \$190) (the "Weekly Prize"). The Weekly Prize has no cash value and cannot be exchanged or substituted for any other prize. Each Weekly Prize must be used in the 2018-2019 season. No substituted dates are available. Each Selected Entrant (as defined below) is responsible for all travel, accommodation, parking and any other expenses associated with using the Weekly Prizes.

By completing an Entry, each Selected Entrant assumes, on their own behalf and on behalf of each individual who attends with the Selected Entrant, any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of the Prize. Prizes or any portion thereof cannot be combined with other discounts, promotions or special offers. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at time of award.

Limit

A confirmed winner can only win one (1) Weekly prize per person per account during the Contest Period.

6. ODDS OF WINNING: The odds of winning depend on the number of eligible entries received before the Contest End Date.
7. SKILL TESTING QUESTION: Selected Entrants will be required, as a condition to winning a Prize, to correctly answer, without assistance of any kind, the Sponsor's time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call.
6. WINNER SELECTION AND CONFIRMATION:

Draw Dates/Winner Contact Dates

1) Weekly Prizes (Jan 25, Feb 1, Feb 8, 2019)

On each draw date ("Draw Date") outlined above, the Sponsor, or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries and select the potential winner (the "Selected Entrant"). The Selected Entrant will be deemed a winner if they meet all of the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive a Prize and another entrant will be selected by way of a random draw from the remaining eligible entries. Before being declared a winner, a Selected Entrant will be required to: (i) correctly answer the Sponsor's skill-testing question; (ii) sign and return the Sponsor's Declaration of Eligibility and Liability/Publicity Release form; and (iii) comply with all other Contest Rules, all in the sole discretion of Sponsor.

The Selected Entrant will be notified within one (1) business day of the draw and will be contacted by email or social media, using the contact information provided at the time of entry into the Contest, in Sponsor's sole discretion, and up to three attempts will be made within 48 hours

following the draw. A Selected Entrant that does not or cannot accept the Prize may be forfeited and a new Selected Entrant selected by random draw, in the Sponsor's sole discretion. The Sponsor's signed release form must be received by Sponsor no later than February 15, 2019. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail address or, if applicable for entry, social media handle associated with the entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the selected entry.

8. **RELEASE AND INDEMNIFICATION:** The winner must sign the Sponsor's Declaration of Eligibility and Liability/Publicity Release form to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the Prize as awarded; (iii) release, discharge and hold harmless on behalf of him or herself and on behalf of any individuals who the winners may bring with them to the match, the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, Vancouver Whitecaps FC, Facebook, Instagram, and Twitter and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of the Entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any Prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the

Contest and/or in connection with the acceptance and/or exercise by the entrant of the Prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize and the use of the Entry by Sponsor.

The Sponsor nor any of the Released Parties, are in any way responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a Prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize, including any travel related thereto and the use of the Entry by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

9. **OTHER CONDITIONS:** The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the

right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

Publicity and entrant information: By participating in the Contest, entrants consent to the use of their name, address, postal code, telephone number, social media handles, comments and image, whether on videotape, photograph or any other means, for the administration of this Contest or any publicity carried out by the Sponsor, without further notice or compensation. Entrants also consent to the use of their name, address, postal code, telephone/cell number, and/or social media handles to receive promotional communications from Recycle BC and/or Vancouver Whitecaps FC.

Law: The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the Province of British Columbia, Canada, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by a single arbitrator chosen by Recycle BC, who shall conduct a final and binding arbitration in the city of Vancouver, province of British Columbia, where the unsuccessful party shall bear the entire cost of the arbitration.

Rule amendments: The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

Intellectual Property: All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor or by Vancouver Whitecaps FC, and used with their permission. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor (or Vancouver Whitecaps FC, in the case of Vancouver Whitecaps FC's copyrighted material or trademarks, whether registered or not) is strictly prohibited. The Sponsor's marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by entrants.

10. ADDITIONAL CONTEST RULES RELATING TO SOCIAL MEDIA:

(i) Facebook

RELEASE AND INDEMNIFICATION: The winner must sign the Sponsor's Declaration of Eligibility and Liability/Publicity Release form to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the Prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, Facebook and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (**Released Parties**) from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of the Entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any Prize, liability for physical injury, death, or property damage that the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant

of the Prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize and the use of the Entry by Sponsor.

Any and all information provided in this contest provided by Sponsor not Facebook.

To release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, Facebook and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (**Released Parties**) from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier to the Sponsor or used in connection with any aspect of the Contest to perform or deliver services, any act of God or any other event beyond the Sponsor's control, any dissatisfaction of any kind with any aspect of the Contest or any prize, liability for physical injury, death, or property damage that I, my heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of participation in the Contest and/or in connection with the acceptance and/or exercise of the prize as awarded.

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple Facebook or email accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize.

(ii) Instagram

Not sponsored, endorsed or administered by, or associated, with Instagram.

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The contest sponsor is not responsible for entries not counted due to privacy settings set by the user.