Enter online
For a chance to
WIN
A VIP Trip for 2
To Meet The Great One

## **FULL CONTEST RULES**

**NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** By entering this Contest, entrants agree to abide by these Official Rules. The decisions of the Sponsor (as defined below) with respect to all aspects of the Contest are final.

- 1. SPONSOR & CONTEST PERIOD: The Wayne Gretzky Estates Win A Trip to Meet the Great One Contest (the "Contest") is sponsored by Wayne Gretzky Estates (the "Sponsor"). The Contest begins at 12:00:01 AM Eastern Time ("ET") on October 27, 2019 and ends at 11:59:59 PM ET on December 28, 2019 (the "Contest Period").
- 2. ELIGIBILITY: This contest is open to residents of Alberta, Manitoba, Saskatchewan and British Columbia who have reached the age of nineteen (19) years or older at the time of entry. Employees, officers, and directors (including immediate family and members of the same household of such persons, whether related or not) of the Sponsor, its affiliates, representatives, agents, advertising or promotional agencies, any affiliated independent contest organizations, prize suppliers, employees and contractors of the provincial liquor agencies, liquor licensees, their employees and members of their immediate families are not eligible to enter the Contest. For these Official Rules, "immediate family" means mother, father, sister, brother, son, daughter and spouse, including common law spouse, regardless of where they reside. The provincial liquor authorities are not connected with this contest in any manner whatsoever and are not liable in any way whatsoever regarding any matter which relates to this contest.
- 3. HOW TO ENTER: Enter online at <a href="https://www.waynegretzkyestates.com/contest">www.waynegretzkyestates.com/contest</a> ("Contest Website") to receive one (1) entry. To enter, complete the online entry form and press "submit".
- 4. If determined to be eligible by the Sponsor, your Submission will be considered an official entry into the Contest (an "Eligible Entry"). Entries must be received on or before 11:59:59 PM ET on December 28, 2019 (the "Contest Closing Date"). Limit of one (1) entry per person during the Contest Period. Any person who is found to have entered in a fashion not sanctioned by these Official Rules and/or who has submitted more than the number of entries permitted by these Official Rules will be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, inaccessible, garbled or incomplete entries, which will be void. All entries become the property of the Sponsor upon receipt and none will be returned.
- 5. PRIZES & APPROXIMATE RETAIL VALUE (ARV): One (1) Grand Prize available to be won referred to as the "Prize", consisting of a trip for the winner (the "Winner") and one (1) guest to meet Wayne Gretzky at an Edmonton Oilers Game. The Winner (and his/her guest) will be solely responsible for any and all costs and expenses not described herein. The Prize includes: round trip economy air fare for the winner

and one (1) guest from the international airport closest to the winner's place of residence (as determined at the sole discretion of Sponsor hereinafter referred to as the "Departure Point") to the location of the game they're meeting him at; two (2) nights of lodging (based on double occupancy) at a local hotel; and a meet & greet with Wayne Gretzky. The total approximate retail value of the Prize is \$5,000.00 (CAD), based on Vancouver Departure Point. Actual retail value of Prize may vary depending on the Departure Point and may fluctuate due to market conditions, changes in value of components, (e.g. air transportation and hotel rates) and other reasons. Due to scheduling, an alternative prize of equal value to \$5,000 CAD may be given. Unclaimed Prize will not be awarded. All applicable federal, provincial, and local taxes on Prize are the sole responsibility of the prize winner. Prize arrangements will be made directly with the winner and the Prize must be accepted as awarded on an "as is" basis, is non-transferable, and cannot be redeemed for cash.

The Prize winner and, where applicable, their Guest are solely responsible for all costs not expressly described herein, including, without limitation, as applicable, taxes, fuel/currency surcharges, additional meals and beverages, all in-room service charges, gratuities, merchandise, telephone calls, travel and medical insurance, airport or baggage fees of any kind, any required travel documentation, all personal expenses of any kind or nature, and any overnight layover. All travel arrangements must be made through the Sponsor or its designated agent(s) and must be redeemed by December 31, 2020. Travel and experiences will be scheduled between Monday to Friday (excludes weekends and 'Christmas Day' December 25<sup>th</sup>, 2020). All travel and experiences must be completed before December 31, 2020. The international airport from the Departure Point, departure dates and accommodation are subject to availability and change without notice or compensation at the sole discretion of the Sponsor. It is the sole responsibility of the Prize winner and their Guest to obtain all necessary travel documentation, including, without limitation, passports, and to comply with any customs and immigration requirements (as applicable). The Sponsor reserves the right to change the month of travel and travel arrangements at its sole discretion depending on Prize availability. It is recommended that the winner and his/her Guest obtain sufficient personal insurance prior to departure, which is the responsibility of the winner and Guest. Before being able to participate in the Prize, the Guest will be required to sign and return within the time stipulated by the Sponsor, a full declaration and release form stating that, among other things, he/she has read and understood these Official Rules, grants all consents required, accepts to participate in the Prize as offered and releases the Releasees (defined below) from any and all liability of any kind arising out of the Guest's participation in the Prize, including, without limitation, all travel related thereto. The Guest of the winner must be nineteen (19) years of age or older at the time of execution of the Guest release form in order to participate in the Prize. The winner and their Guest must travel on the identical itinerary. Travel must originate from and end at the same airport. No change in travel arrangements can be made by a winner once his/her booking has been confirmed. The Prize may not be used towards any type of frequent flyer mileage, or other reward point accumulation program. NOTE: The Prize winner may be required to present a valid major credit card in their name at the time of hotel check-in to cover any incidental expenses. In the event that the winner is unable to redeem any or all of the Prize components due to reasons beyond the control of the Sponsor, no compensation or substitute prize component will be provided. No compensation will be made if trip is cancelled due to failure to obtain necessary travel documents. The Prize must be accepted as awarded without substitution and is not transferable (except at the discretion of the Sponsor). The Prize may not be redeemed for cash or credit, in whole or in part other than as set out in these Official Rules. The Sponsor is not responsible if any related event is delayed, postponed or cancelled for any reason and the winner will not be reimbursed for any portion of the Prize that may become unavailable once travel arrangements have commenced. Sponsor reserves the right to cancel or terminate the award of the Prize or any component

of the Prize in the event that the Prize winner and/or his/her Guest engages in disruptive behavior, or behavior with intent to annoy, abuse, threaten or harass any other person. Under no circumstance may any portion, component or element of the Prize be resold or offered for resale by the Prize winner or any other person. Other restrictions may apply. The Sponsor reserves the right to substitute a Prize or any component of the Prize for a prize of equal or greater value.

6. PRIZE SELECTION PROCESS: One (1) random draw will take place on January 6<sup>th</sup>, 2020 at approximately 10 AM ET (the "Draw Date") at the independent contest organization in Oakville, ON, from among all eligible entries received to determine the selected entrant (the "Selected Entrant"). Odds of winning the Prize depends on the number of eligible entries received throughout the Contest Period. The Sponsor will attempt to contact the Selected Entrant by either telephone, SMS message or email. within one (1) business day of the Draw Date. For the purposes of these Official Rules, a "business day" is any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario. The Selected Entrant will then be required to reply to the potential winner notification within two (2) business days so that the proper documentation can be issued (see below) and so that a skill testing question can be administered.

7. WINNER NOTIFICATION: To be declared the Prize winner, the Selected Entrant must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing question. The Selected Entrant will also be required to sign a Declaration and Release Form (the "Release Form") which (among other things): (a) confirms compliance with these Official Rules including eligibility requirements; (b) acknowledges acceptance of the Prize as awarded; (c) releases the Promotion Parties and each of their respective agents and associated companies and each of their respective officers, directors, employees, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, the potential Prize winner's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (d) confirms agreement to the publication, reproduction and/or other use of the potential Prize winner's name, address, voice, statements about the Contest, photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast and the internet. The Release Form must be returned within five (5) business days of notification or the Prize may be forfeited. The Sponsor shall have no liability if the notification is lost, intercepted or not received by the Selected Entrant for any reason including but not limited to if the Notification is returned as unclaimed or undeliverable. If the Selected Entrant (a) does not reply as directed with his/her contact information within two (2) business days; (b) cannot be reached by telephone and/or email within five (5) business days of the first notification; (c) fails to correctly answer the skill testing question; or (d) fails to return the properly executed Release Form within the specified time, then he/she will be disqualified and another Selected Entrant will be randomly selected until such time as contact is made by telephone and/or email with a Selected Entrant or there are no more eligible Entries, whichever comes first. If a Selected Entrant is found to be ineligible for, or declines the Prize for any reason prior to award, the Selected Entrant will be disqualified, and an alternate potential winner will be randomly selected. If a Selected Entrant is determined to be less than nineteen (19) years of age (or otherwise ineligible to participate in accordance with these Official Rules), then the Selected Entrant will be disqualified, and an alternate Selected Entrant will be selected. Upon receipt of the completed Release Form and of the skill testing question correctly answered, the Prize will be coordinated with the Winner by the Sponsor within four (4) to six (6) weeks.

- 8. By entering the Contest, entrants (i) acknowledge compliance with these Official Rules including all eligibility requirements, and (ii) agree to be bound by these Official Rules and by the decisions of the Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to this Contest. Entrants who have not complied with these Official Rules are subject to disqualification.
- 9. GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants agree that the Releasees (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity or from Entrants' acceptance, receipt, possession and/or use or misuse of any Prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any Prize, including, without limitation, to such Prize's quality or fitness for a particular purpose. The Releasees assume no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen entries, email or mail or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No illegible, incomplete, software-generated or other automated multiple entries will be accepted. The Sponsor reserves the right to cancel, modify, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest. In the event the Sponsor is prevented from awarding the Prize or continuing with the Contest as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any province or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated or suspended before the end of the Contest Period, the Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries legitimately received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor reserves the right to correct clerical or typographical errors in promotional materials or these rules.
- 10. By entering and/or accepting a Prize, the winner consents to the use of his/her name, address (city and

province/territory) and/or photograph without further compensation, in connection with any publicity carried out by or on behalf of the Sponsor with respect to this Contest, except to the extent prohibited by law.

- 11. By entering and/or accepting a Prize, entrants agree that the Contest shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and only an Ontario court of competent jurisdiction shall have jurisdiction and venue over controversies arising out of, or relating to, the Contest.
- 12. All entries become the permanent property of the Sponsor and none will be returned. This Contest is subject to all applicable provincial, territorial and local laws.
- 13. The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Sponsor and its affiliates. By entering the Contest, all entrants consent to the manner of collection, use and disclosure of personal information as set out in the Sponsor's privacy policy, which is available at http://www.gretzkyestateswines.com/privacy/.