

## The Fraser Valley “My Day with Santa” Contest

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

### General:

1. Tourism Chilliwack (the “Contest Sponsor”) is offering you a chance to win a day with Santa in the Fraser Valley (Langley, Abbotsford, and/or Chilliwack, B.C.), (the “Contest”) which will begin on or about Friday, November 24<sup>th</sup>, 2017 at 9:00:01 am Pacific Standard Time (“PST”) and will end on Thursday, November 30<sup>th</sup>, 2017, at 9:00:01 am PST (the “Contest Closing Date”).
2. By entering the Contest, entrants accept and agree to be bound by the Contest Rules and Regulations, and accept the decisions of the Contest Sponsor as final and binding in all respects.
3. Chances of winning depend on the total number of eligible entries received.

### Eligibility:

4. The Contest is open only to legal residents of Canada (excluding Quebec) and the 49 United States (including the District of Columbia) (excluding Florida) who are at least age of majority in their respective country at the time of entry. Employees, representatives, agents, shareholders, officers, directors, prize suppliers, the advertising or promotional agencies of the Contest Sponsors and their respective related companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter. To be eligible, entrants and their travel companion must be able to travel legally to, from and within the province of British Columbia, Canada (i.e. have proper photo identification, passport, travel documents, etc.).
5. By entering the Contest, each entrant consents, to the extent permitted by law, to the use of his or her name, image, voice, likeness, city of residence and/or photographs without compensation in any publicity or advertising carried out in any medium worldwide by the Contest Sponsor and/or its advertising or promotional agencies without limitation or further notification or compensation.

### How to Enter:

6. No purchase necessary. All eligible entries that have followed the contest entry rules will be entered in a random draw. There is no limit to the number of entries each person is allowed during the entire promotional period. The Contest can be entered by the following method:
  - a. Enter on [instagram.com/thefraservalley](https://www.instagram.com/thefraservalley) and/or on [facebook.com/thefraservalley](https://www.facebook.com/thefraservalley) by completing and submitting your entry as instructed. All entries must be received by the Contest closing date. All Entries become the exclusive property of the Contest Sponsor, and none will be acknowledged or returned.

7. The Contest sponsor and its agents are not responsible for entries that are incomplete, illegible, inaudible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy all conditions of these Contest rules and all such entries shall be disqualified.

## **Grand Prize:**

8. One (1) Grand Prize will be awarded to one (1) randomly selected eligible entrant. Details of the Grand Prize are as follows: Approximate retail value of the Grand Prize is \$1,000 CAD, which may vary based on rates available at time of booking. Grand Prize: The winner of this Contest will receive:
  - a. One (1) day with Santa as your tour guide in the Fraser Valley from approximately 8am - 4pm on Saturday, December 9th, 2017. The day's itinerary will need to be negotiated and agreed upon by the selected eligible entrant and the Contest Sponsor by Wednesday, December 6, 2017. Value - \$1,000 CAD.

**Please note:** any transportation to the Fraser Valley (Langley, Abbotsford and/or Chilliwack) and within the Fraser Valley is not included.

The Grand Prize winner and his/her travel companion will be responsible for obtaining any required travel identification and documents and any health or insurance coverage, other meals, other entertainment, souvenirs, local and long distance telephone calls, gratuities, applicable taxes, incidentals, and all other expenses not specifically mentioned as included. No alternative value will be included for any activity or opportunity available and not accepted by the winner or travel companion.

Grand Prize redemption is to take place on Saturday, December 9, 2017. Any unused portion of the Grand Prize value after this time is forfeited. The "Contest Sponsor" cannot guarantee what experience may be available; the winner will work with the Contest Sponsor on the best time to visit. The winner will be responsible for organizing their trip details. The Contest Sponsor and its agent hold no responsibility for the weather conditions or accommodation or activity availability and no refunds will be issued should the selected dates limit any element of the Grand Prize usage.

By accepting the prize the winner and travel companion accept the inherently dangerous nature and risk involved in such travel activities, including personal injury and / or death, acknowledges that his / her participation in the prize event is voluntary, acknowledges that there are factors and occurrences which may impact on or affect the safety of the activities he / she is participating in and he / she assumes the risk of such factors and occurrences and agrees that Contest Sponsor, their agents and the Grand Prize supplier locations shall not be in any way responsible for any resulting injury and / or death.

9. Odds of winning depend on the number of eligible entries received.
10. The Contest Sponsor, in its sole discretion and subject to applicable law, reserves the right to substitute any portion of the Grand Prize for something of equal or greater value if the advertised Grand Prize or any portion thereof becomes unavailable. The Contest Sponsor reserves the right, in its sole discretion to terminate or suspend the Contest or part of the Grand Prize, or modify the Contest Rules and Regulations at any time.

11. The Grand Prize must be accepted as awarded. Except as identified above, no substitutions will be made. The Grand Prize may not be sold, transferred or assigned, and is not convertible to cash.

## **The Draw:**

Prize supplier locations shall not be in any way responsible for any resulting injury and / or death.

12. On or about Thursday, November 30<sup>th</sup>, 2017, a random draw will be conducted by the Contest Sponsor or its agent from all eligible entries received, by the Contest Closing Date to select the winner of the Grand Prize.
13. The selected entrant will be notified by Instagram or Facebook direct message within approximately one (1) business day of the Draw (“Notification”). The Contest Sponsor and its agent, assumes no responsibility for any inaccurate or incorrect information provided to it, or that results in any way from the transmission, receipt or processing of entries. If the first selected entrant does not respond to the Contest Sponsor or its agent within one (1) day of first contact, the Contest Sponsor or its agent shall have the right to disqualify that entrant or entrants and to randomly draw another eligible entry. By entering, you agree that if you are a selected entrant that is disqualified and the Grand Prize is forfeited for any reason, the Contest Sponsor or its agent shall be fully and completely released and discharged from any liability or responsibility in this regard. The Contest Sponsor and its agent are not responsible for the failure for any reason whatsoever of the selected entrant to receive Notification.
14. If a selected entrant is not eligible or does not otherwise meet the requirements as set out in these Contest Rules, the Contest Sponsor or its agent shall have the right to disqualify said entrant and randomly draw another eligible entry for purposes of awarding the Grand Prize, and the Contest Sponsor and its agent shall be fully and completely released and discharged from any liability or responsibility in this regard.

## **General Conditions:**

15. By entering the Contest the selected entrants, and such entrant’s travel companion agree to release and hold harmless the Contest Sponsor, its directors, employees, officers, agents and affiliates, including, without limitation, its advertising and promotion agencies, the prize suppliers, the City of Chilliwack, Tourism Chilliwack Inc, ("Promotional Parties") from any injury, loss or damage of any kind to persons or property, including but not limited to death, resulting in whole or in part directly or indirectly from the acceptance, receipt, possession, use or misuse of the awarded Prizes, any portion of the Grand Prize, participation in any Contest-related activity including any travel related thereto or participation in the Contest. Except where prohibited, by entering the Contest, the selected entrant may be asked to sign and return the following to the Contest Sponsor within fourteen (14) days of Notification:
  - a. A form affirming eligibility and compliance with all Contest Rules (form may require notarization);
  - b. A liability release form releasing the Contest Sponsor, their directors, employees, officers, agents and affiliates, including without limitation their agent, advertising and promotion agencies, the prize suppliers, and Tourism Chilliwack Inc from all liability

arising from or relating to the acceptance, receipt, possession, use or misuse of the awarded prizes, any portion of the Grand Prize, participation in any Contest-related activity including any travel related thereto and / or participation in this Contest.

- c. A publicity release form permitting the Contest Sponsor to use his or her name, image, voice, likeness, city of residence and/or photographs/video without compensation in any publicity or advertising carried out in any medium worldwide by the Contest Sponsor and/or its advertising or promotional agencies without limitation or further notification, unless prohibited by law. Note that a photographer, a videographer or Contest Sponsor or its agent may attend all or part of the winning tour to photograph and or video tape the winning participants.

In addition, the selected entrant's travel companion must sign and return a liability and publicity release form within the time limits expressed above. If the selected entrants or his/her travel companion fail to submit the above within the given time period, the Contest Sponsor or its agent reserves the right to disqualify said entrant and randomly draw another eligible entry for the purpose of awarding the Grand Prize (time permitting), and the Contest Sponsor and its agent shall be fully and completely released and discharged from any liability or responsibility in this regard.

16. Termination. The Contest Sponsor and its agents reserve the right, in its sole discretion, to modify or suspend the Contest, or modify the Contest Rules and Regulations at any time for any reason whatsoever.
17. Limitation of Liability. The Contest Sponsors and its agents shall not be liable for any human or technical errors that may arise or occur in connection with the Contest. The Contest Sponsor assumes 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 the entries. In addition, the Contest Sponsor and its agent are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by the Contest Sponsor as a result of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, any injury or damage to the entrant's or any other person's computer related to or resulting from participation or downloading or accessing any materials in this Contest.
18. Disqualification. The Contest Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with or attempts to tamper with the entry process. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.**
19. Entry Disputes. In the event of a dispute, entries made by Internet will be declared made by the Authorized Account Holder of the e-mail address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, educational

institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

20. Governing Law. This Contest is governed by the laws of British Columbia and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations.
21. List of Winners. The name of the Grand Prize Winner or a copy of the Contest Rules and Regulations will be posted online at [www.thefraservalley.ca/christmas-fraser-valley](http://www.thefraservalley.ca/christmas-fraser-valley)
22. Contest Sponsor. Tourism Chilliwack Inc.

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PERSONAL INFORMATION IS COLLECTED IN COMPLIANCE WITH THE MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. THE PERSONAL INFORMATION COLLECTED IS FOR THE PURPOSE OF ADMINISTERING THE CONTEST. NONE OF YOUR PERSONAL INFORMATION WILL BE SHARED, RENTED, SOLD OR OTHERWISE RELEASED TO ANY THIRD PARTY WITHOUT YOUR CONSENT.