# <u>Pacific Agriculture Show: First West Credit Union and Otter Farm & Home Co-operative Draw Prize Contest - Terms</u> and Conditions

By entering this Contest (as defined below), entrants agree to abide by these terms and conditions (the "Contest Rules"). By entering the Contest, you understand that you are providing your information to First West Credit Union (the "Sponsor") and not to Wufoo. The Prize (defined below) is provided by Otter Farm & Home Co-operative (the "Prize Sponsor"). Any information provided will be used to administer the Contest in accordance with the Sponsor's privacy policy. Wufoo is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Wufoo. Any questions, comments or complaints regarding the Prize must be directed to the Prize Sponsor and not to Wufoo.

## Eligibility

- 1. The Pacific Agriculture Show: First West Otter Farm & Home Co-operative Draw Prize Contest (the "Contest") is open to any resident of British Columbia who is 19 years of age or older on the date that they enter the Contest.
- 2. The Contest will take place at the Pacific Agriculture Show (the "Show"). The Show will run three consecutive days, starting on Thursday, March 31, 2022, until Saturday, April 2, 2022, at the Tradex Exhibition Centre located at 1190 Cornell Street, Abbotsford, British Columbia. The Contest will be open for eligible entries starting at 9:00 am Pacific Standard Time ("PST") on March 31, 2022 and will run until 4:30 pm PST on April 2, 2022 (the "Contest Period"), after which time the Contest will be closed and no further Entries (as defined below) will be accepted.
- 3. To be eligible to participate in the Contest, an entrant must:
  - a. Attend the Show during the Contest Period; and
  - b. Complete an entry form via QR code (an "Entry") at the Show during the Contest Period.
- 4. No purchase is necessary to enter the Contest.
- 5. The Contest is open only to individuals; no groups, organizations, or other non-natural persons are eligible to enter or to win.
- 6. Directors, employees, contractors, agents and other representatives, and their respective immediate families, of the Sponsor and the Prize Sponsor, or any of their affiliates, divisions, or promotional agencies are not eligible to enter or win.
- 7. Directors, employees, contractors, agents, volunteers and other representatives of other exhibitors at the Show or of the Show itself, are not eligible to enter or win.
- 8. Limit of One (1) Entry per participant. Any participant who has submitted more than one (1) Entry or who is found to have entered the Contest in a fashion not sanctioned by these Contest Rules may be disqualified by the Sponsor in Sponsor's sole and absolute discretion.

#### Prizes

9. There is one (1) prize available to be won, consisting of the following:

Otter Farm & Home Co-operative gift box consisting of:

- One (1) Yeti Cooler
- Two (2) branded Yeti Mugs
- Two (2) branded Hats
- Two (2) branded pairs of Gloves
- Two (2) branded Shirts
- Two (2) branded Toques
- Six (6) Otter Farm & Home Co-operative gifts cards valued at \$50 each

(collectively, the "Prize")

The approximate retail value of the Prize is \$1,000 CAD.

10. The Sponsor reserves the right to substitute a prize of equal value without liability or further notice. The Prize must be accepted by the Selected Recipient (as defined below) in the individual Selected Recipient's name and is not transferable. The Prize must be accepted as awarded.

## **Determination of Winner**

- 11. Upon the conclusion of the Contest Period, there will be one (1) randomly selected winner from all eligible Entries submitted (the "Selected Recipient"), in accordance with the Contest Rules. The random draw will take place on or about Monday, April 4, 2022 at 2:00 p.m. PST, by a representative of the Sponsor, whose decision will be final, from all eligible Entries submitted during the Contest Period and in accordance with the Contest Rules. The Sponsor reserve the right, in its sole discretion, to change the date and time of the random draw.
- 12. The Selected Recipient who correctly answers the time-limited, unaided mathematical skill-testing question (the "Skill-Testing Question"), and who otherwise complies with the Contest Rules, will be declared the winner of this Contest.
- 13. The chances of winning the Prize depend upon the number of eligible Entries made during the Contest Period.
- 14. In order to receive the Prize, the Selected Recipient must:
  - a. respond to the prize notification telephone call or email from the Sponsor within forty-eight (48) hours of transmission;
  - b. correctly answer the Skill-Testing Question; and
  - c. sign a declaration stating that they:

- i. have read, understood and complied with the Contest Rules;
- ii. release and discharge the Sponsor, its subsidiaries affiliates, officers, directors, employees, and agents; and
- iii. consent to the announcement of the Selected Recipient's name and the use by or on behalf of the Sponsor of the Selected Recipient's name, address, photograph, likeness, voice or statements, and/or use of winning room for advertising and promotional purposes without any further compensation to the Selected Recipient. (collectively, the "Declaration and Release")
- 15. The Sponsor's representative will attempt to contact the Selected Recipient by telephone or email on or about Tuesday, April 5, 2022, to arrange for the administration of the Skill-Testing Question and the awarding of the Prize upon compliance with the Contest Rules. The Selected Recipient must, by Monday, April 18, 2022 at 5:00 pm have claimed his or her Prize. If the Selected Recipient fails to: (i) respond to the telephone call or email within the time allotted; (ii) complete, sign and return the Declaration and Release forms; and/or (iii) correctly answer the skill-testing question, the Sponsor reserves the right to void that selected Entry and his or her entry will be disqualified and Sponsor, in its sole discretion, will randomly draw another Entry from the remaining eligible Entries in accordance with the Contest Rules.

### **Use of Contest Information**

- 16. By entering the Contest, any entrant, including the Selected Recipient:
  - a. Consents to the collection by the Sponsor of all Contest information, including your personal information obtained on Wufoo through the Contest, for the purposes of running the Contest, contacting you with information which may be of interest to you (provided you have opted in on the Wufoo page at the time of entering the Contest) and for such other matters as described in the Sponsor's <u>privacy</u> policy:
  - b. Consents to the use by each of the Sponsor or any other subsidiary of the Sponsor, of his or her name, municipality of residence, photograph, voice and statements without charge or compensation other than the Prize awarded; and
  - c. Consents to the Sponsor providing such Contest information to the Prize Sponsor so that the Prize Sponsor may contact you with information which may be of interest to you (provided you have opted in on the Wufoo page at the time of entering the Contest) and for such other matters as described in the Prize Sponsor's <u>privacy policy</u>.

#### General

- 17. By entering the Contest, each and all entrants agree to abide by and be bound by the Contest Rules. Any award of the Prize is conditional upon compliance with the Contest Rules and the Selected Recipient signing any further releases required by the Sponsor as described above, including any Contest and Photography Release form by the Sponsor, confirming his or her agreement to abide by and be bound by the Contest Rules. Further, the Prize must be accepted as awarded and cannot be transferred, exchanged, substituted, or redeemed for cash.
- 18. The Sponsor is not responsible for any individual not entered, or entries or prospective entries lost, stolen, misdirected, damaged or delayed, for any reason whatsoever. No communication with entrants will be entered into except as needed with the Selected Recipient, and with any entrant who opts in for communication on the Wufoo page.
- 19. The Contest is subject to all federal, provincial, and other laws applicable in British Columbia. Void where prohibited. The Sponsor may, where required by law, disclose any Contest entrant information to the government. If any provision of the Contest Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
- 20. All decisions made by the Sponsor with respect to all aspects of the Contest are final.
- 21. The Sponsor reserves the right, in its sole discretion, to cancel, modify, terminate or suspend the Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the control of the Sponsor corrupts, or threatens to corrupt, the security, impartiality or proper administration of the Contest.
- 22. The Sponsor, its subsidiaries and affiliates, and any of their respective directors, officers, employees, agents, or other representatives will not, under any circumstances, be responsible for, or liable to any Contest entrant or any other person for:
  - a. any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest Entries, in any form, regardless of the cause;
  - b. any failure for any reason whatsoever of the Selected Recipient to receive the Prize notification telephone call and/or email;
  - c. any changes in telephone number or other contact details after Contest Entry forms are submitted;
  - d. any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause;
  - e. this Contest is not capable of being completed in accordance with these Contest Rules; and
  - f. any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest or the submission of Entries to the Contest or participation in the Contest or the Prize, or the use of any of the Sponsors' web sites (including the downloading of any materials from that web site) and regardless of the cause or any negligence by the Sponsor or anyone for whom the Sponsor is responsible, and notwithstanding that the Sponsor may have been advised of the possibility of such loss or damage being incurred.
- 23. None of the Sponsor, or any other subsidiary companies of the Sponsor, or any of their respective directors, officers, employees, agents, or other representatives will be responsible for injuries, accidents, loss or misfortune relating to the Prize awarded, the Selected Recipient's use of the Prize awarded and/or otherwise resulting from the Contest. Any entrant, including the Selected Recipient agrees to indemnify and save harmless the Sponsor, and any other subsidiary companies of the Sponsor and each of their respective directors, officers, employees, agents and other representatives (and each of them) of and from all claims, demands, proceedings, liabilities and costs whatsoever relating to the Prize awarded, the Selected Recipient's use of the Prize awarded and/or resulting from the Contest, including without limitation legal costs on a solicitor-and-client basis. Without limiting anything else contained in the Contest Rules, the Sponsor and its affiliated companies, and their respective directors, officers, employees, agents, and other representatives are not liable if for any reason the Contest is not capable of being completed in accordance with the Contest Rules, including without limitation for reasons relating to technical failures, the loss or non-existence of communications capability, computer virus or tampering, or any other cause.

- 24. In the event of any discrepancy or inconsistency between these Contest Rules and the content of any disclosures or promotional material advertising the Contest, these Contest Rules will prevail.
- 25. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.
- 26. The Sponsor acknowledges that the Contest is in no way sponsored, endorsed, administered by or associated with the Show. By participating in the Contest, you agree to a complete release of the Show from any claims.
- 27. By entering the Contest, you acknowledge that you have read, understood and agreed to be bound by the Contest Rules.