## **MUSTDOVANCOUVER Official Rules and Regulations**

No Purchase Required to enter or win. A purchase will not increase your chance of winning.

- ELIGIBILITY: The Metro Vancouver Convention and Visitors Bureau, herein described as "Tourism Vancouver", "MUSTDOVANCOUVER" (the "Sweepstakes") is open only to legal residents of forty nine (49) United States (including the District of Columbia) (excluding Florida) and Canada (excluding Quebec), who are at least 19 years of age or older at the contest start date for legal residents of Canada (excluding Quebec), and 21 years of age or older for legal residents of the United States (excluding Florida). Employees of Tourism Vancouver or of other companies associated with the promotion of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.
- SPONSOR: The Sweepstakes is sponsored by Tourism Vancouver, a British Columbia organization, with an address at Suite 210 - 200 Burrard Street, Vancouver, BC V6C 3L6 (the "Sponsor").
- 3. AGREEMENT TO OFFICIAL RULES: Participation in the Sweepstakes constitutes an entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- ENTRY PERIOD: The Sweepstakes begins at 00:00:01 AM PT on September 30, 2019 and ends at 11:59:59 PM PT on December 8, 2019 (the "Entry Period"). Entries that are submitted before or after the Entry Period will be disqualified.
- 5. HOW TO ENTER: Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void. You may (a) enter using the online form, (b) Share a photo of your favourite Vancouver attraction on Instagram using #mustdovancouver and tag @inside\_vancouver. By entering this contest you acknowledge that your #mustdovancouver contest post may appear on Tourism Vancouver's website, Twitter, Instagram or Facebook feed after they are posted on your account.
- 6. **FOR ALL ENTRIES**: Each entry must be written in English and comply with the following Entry Guidelines:

## The entry must NOT, in the sole discretion of Sponsor:

- i. Contain language that violates or infringes upon another's rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright infringement);
- ii. Contain language that is inappropriate, indecent, obscene, profane, hateful, tortious, defamatory, slanderous, controversial or libelous;
- iii. Contain language that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- iv. Contain language that is unlawful, in violation of or contrary to applicable laws or regulations;

- v. Disparage any Released Party or its products or services, any Released Party's competitors or their products or services, or any other person or party affiliated with the Sweepstakes;
- vi. Contain company names, product names, brand names or trademarks other than those owned by a Released Entity, which entrant has a limited license to use for this Sweepstakes solely to the extent expressly permitted hereunder, if at all;
- vii. Contains the names, likenesses, or other indicia identifying any celebrities and/or other public or private figure, living or dead; and/or
- viii. Contain language with which one or more Released Parties does not wish to associate itself, in its or their sole discretion.
- ix. Any entry that, in Sponsor's sole and absolute discretion, violates these Official Rules or the Entry Guidelines below will be disqualified and/or will not be eligible to win a prize.
- 7. RANDOM DRAWING: On or about December 9, 2019 the Sponsor will select one winner in a random drawing of all entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify a potential winner within five (5) days of a drawing. Selected entrants will be contacted by email or telephone. Sponsor is not responsible for any entrant's change of email or telephone number or spam filters. In order to win, the selected entrants must correctly answer a mathematical skill-testing question without mechanical aid and all selected entrants must be eligible according to the Official Rules. In the event a selected entrant cannot be contacted within three (3) days of prize notification, or if any prize notification is returned as undeliverable, another selected entrant will be chosen. The winners and their companion (who must both be age of 19 years if Canadian or 21 years if a US resident) agree to release Sponsor from any and all liability for any and all damages related to or resulting from the Sweepstakes or awarded Prizes.
- 8. REQUIREMENTS OF POTENTIAL WINNERS: Except where prohibited, a potential winner must complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within five (5) days of notification. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant may be selected in his/her place in a random drawing of all entries received. Up to three (3) alternate entrants may be contacted. If at that point, no entrant has claimed the prize, the prize may not be awarded.
- 9. GRAND PRIZE: One (1) winner will receive two (2) round-trip tickets to Vancouver from their nearest international continental airport in USA or Canada, itinerary to be determined by Tourism Vancouver, flight must be an airport of origin outside of Metro Vancouver with the destination of YVR; a selection of vouchers to attractions selected by Tourism Vancouver All travel components are valid ONLY on pre-determined redemption dates of January 6, 2020 – April 30, 2020. Activities are subject to availability.

WEEKLY PRIZES: Ten (10) winners will receive a \$200 attractions voucher redeemable on Viator.

10. ALL EXPENSES, COSTS, AND TAXES NOT EXPRESSLY LISTED ABOVE ARE SOLELY THE WINNER'S RESPONSIBILITY. The approximate retail value of the grand prize may vary but

will not exceed \$2000 CDN. The actual value may vary based on currency exchange rates. Any legal documentation required for travel, including, but not limited to, valid passports and/or visas, shall be the responsibility of the winner and his/her travel companions. No refund or compensation will be made in the event of cancellation. The Sponsor will not replace any lost or stolen tickets. The prize is not transferable. Winner must notify Sponsor of intended travel/prize redemption dates within two (2) weeks of first contact. No cash or other substitution is allowed except by the Sponsor who may substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the advertised prize becomes unavailable, as determined by the Sponsor in its sole discretion. The winner and travel companions must travel on the same itinerary and the travel companions may be required to sign a liability/publicity release prior to travel. If a travel companion is a minor, his/her parent or legal guardian must sign the release on his/her behalf. THE PRIZE MAY BE REPORTED AS INCOME TO A WINNER AND THE WINNER MAY BE RESPONSIBLE FOR PAYMENT AND REPORTING OF ALL APPLICABLE TAXES ASSOCIATED WITH THE RECEIPT OF A PRIZE. CONSULT WITH YOUR TAX ADVISOR FOR MORE INFORMATION.

- 11. PRIVACY AND PUBLICITY: By entering the Sweepstakes online, you authorize the transfer of your personal data to Canada for purposes of administration of the Sweepstakes. All information submitted online to the Sponsor as part of this Promotion will be treated in accordance with the Sponsor's <u>Privacy Policy</u> available on the website. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending an e-mail to <u>visitvancouver@tourismvancouver.com</u> RE: MUSTDOVANCOUVER. Except where prohibited, by entering the Sweepstakes, you grant the Sponsor the right to use your name in conjunction with the publication of any winners list or press release about the Sweepstakes.
- 12. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation if these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Sweepstakes is

subject to federal, state, provincial, and local laws and regulations and is void where prohibited.

- 13. RELEASE AND LIMITATIONS OF LIABILITY: Except where prohibited, in cases of death or personal injury caused by the negligence of the Sponsor, or in cases of breach by the Sponsor of any of its obligations under these Official Rules, by participating in the Sweepstakes, you agree not to make any claim against the Sponsor, its members (including but not limited to member hotels or attractions) its affiliates, and their respective officers, directors, employees, and agents (the "Released Parties") relating to your participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt or use of any prize. You further agree to compensate any of the Released Parties if they incur or suffer any loss, damage, or other liability as a result of your negligence or breach of these Official Rules. And you agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 14. DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Province of British Columbia, Canada. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Province of British Columbia, without giving effect to any choice of law or conflict of law rules (whether of British Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than British Columbia.
- SWEEPSTAKES RESULTS: To request a winners list, send a self-addressed, stamped envelope to "Tourism Vancouver's Entertainment Season Sweepstakes, Suite 210 - 200 Burrard Street, Vancouver, BC V6C 3L6, Canada." Requests must be received within four (4) weeks of the end of the Entry Period.
- 16. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.