

2023 Golf Tournament Contest

THE GOLF TOURNAMENT CONTEST (THE GOLF TOURNAMENT) IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. THE CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY. DO NOT ENTER THIS CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF CANADA. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY OR OLDER IN THEIR PROVINCE OF RESIDENCE AT TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE GOLF TOURNAMENT CONTEST RULES)

1. **ELIGIBILITY.** To be eligible for this Contest, an individual must:

- a. be a legal resident of Canada
- b. be of the age of 13 in his/her province of residence or older at time of entry.

Employees of the Pacific National Exhibition and their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members and/or the immediate family of any of the above, are not eligible to participate in the Contest. For the purpose of these Contest Rules, "immediate family" means husband, wife, spouse, mother, father, brother, sister, son and daughter, whether or not they reside in the same household.

Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to Sponsors for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. Sponsors reserve the right to disqualify any entry or entrant in its sole discretion, should any entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. **CONTEST PERIOD.** The Contest begins at **11:30 a.m.** Pacific Standard Time ("PST") on **June 10th, 2023**, and closes at **5:00 p.m.** Pacific Standard Time ("PST") on **June 10th, 2023**.

3. **HOW TO ENTER.** There is no purchase necessary to enter the Contest. To enter, complete and submit the entry form located at <https://www.pne.ca/playland/golf-2023/> (The Golf Tournament website).

- a. Limit of one (1) Entry per person. If you submit an Entry as part of a group, you may not also submit an entry as an individual. If you submit an Entry as an individual, you may not also submit an Entry as part of a group. Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail associated with the Entry. For the purpose of these Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated

with the submitted e-mail address. Potential winner may be required to provide Sponsors with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning Entry.

- b. Multiple Entries by the same person shall result in disqualification. All Entries become the sole property of the Sponsors and none will be returned for any reason. All Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced.

4. PRIZE.

- a. **Grand Prize.** There will be 1 grand prize awarded to the Contest winner consisting of a PNE gift card valid for use on site at the PNE. The Grand Prize has an approximate retail value of \$100 CAD.
- b. Winner may claim his/her/their prize by mail. Winners will be contacted to collect mailing information. Prizes will be sent within 3 days of the Winner being successfully contacted and notified of their prize and has complied with all Contest Rules and requirements. Should Winner be unable to participate, the prize will be forfeited and awarded to an alternate winner. Winner will be responsible for transportation to and from originating airport, travel and medical insurance, travel documentation, airport improvement fees, taxes, gratuities, telephone calls, in-room charges and any other expense not specifically described as included in the Grand Prize.
- c. Guests must comply with all Contest Rules.
- d. All prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash. Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the described prize cannot be awarded for any reason.

5. WINNER SELECTION.

1 Winner shall be selected as follows:

- a. On June 12th, 2023, in Vancouver, BC, at **9:30 a.m.** PST, 1 potential winner will be selected by a random draw from all eligible Entries received. Each entrant shall be eligible to win only one prize. The odds of being selected as a potential Winner are dependent upon the number of eligible Entries received. Before being declared a Winner, potential winner shall be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged telephone call, and to comply with these Contest Rules.
- b. THE SELECTED POTENTIAL WINNER WILL BE NOTIFIED BY E-MAIL NO LATER THAN JUNE 13th, 2023, AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected potential winner must respond by telephone to the contact number provided in the notification, and the selected potential winner's response must be received by Sponsors within two (2) business days of such notification. If the selected potential winner does not respond in accordance with these Contest Rules,

he/she will be disqualified and will not receive a prize and another potential winner will be selected. Sponsors are not responsible for the failure for any reason whatsoever of a selected potential winner to receive notification or for Sponsors to receive a selected potential Winner's response.

- 6. RELEASE.** Winner will be required to execute a legal agreement and release ("Release") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates, employees, directors, officers, suppliers, agents, sponsors and administrators (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including without limitation costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to publish without any further compensation the name, picture, portrait, likeness, audio and/or video recording, interview and voice and any website dissemination or broadcast thereof of that entrant for advertising and promotional purposes. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected potential winner will be disqualified and the prize forfeited.
- 7. INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Releasees or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, any breach of these Contest Rules, or in any prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
- 8. LIMITATION OF LIABILITY.** Sponsors assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies or any Release, or for any computer, online, telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. Sponsors assume 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, Entries. Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Sponsors are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Sponsors assume no responsibility or liability in

the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website, and/or canada.com.

9. **CONDUCT.** By entering this Contest, entrant agrees to be bound by these Contest Rules, which will be posted at the Contest Website throughout the Contest Period. Entrant further agrees to be bound by the decisions of Sponsors, which shall be final and binding in all respects. Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any canada.com website; (c) violating the terms of service, conditions or use and/or general rules or guidelines of any canada.com property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.
10. **PRIVACY / USE OF PERSONAL INFORMATION.** Entrant grants Sponsors the right to: (a) use his or her personal information for the purpose of administering the Contest; (b) use his or her name, photograph, likeness, voice, prize information and/or biographical information for publicity and promotional purposes without further compensation unless prohibited by law; and (c) use his or her name and his or her respective city and province of residence in connection with the Contest Website, other related websites and/or any other media now known or hereafter devised. Personal information will not be provided to any third party other than as provided for in these Contest Rules. Sponsors and any third party agents of the Sponsors will use personal information only for purposes related to this Contest and will be required to protect all personal information in a manner that is consistent with the Pacific National Exhibition.
11. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by sponsors and/or their affiliates, or other materials which are owned by Pacific National Exhibition. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited. PACIFIC NATIONAL EXHIBITION is a trade-mark used under licence.
12. **TERMINATION.** Sponsors reserve the right, in their sole discretion, to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice.
13. **LAW.** These are official Contest Rules. This Contest is subject to applicable federal, provincial and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial or municipal laws or the policy of any other entity having jurisdiction over the Sponsors.