

Villa Maria – Trip for 2 to New Zealand

OFFICIAL RULES

Contest Period

The *Villa Maria Trip for 2 to New Zealand* contest (the "**Contest**") begins at 12:00 a.m. Eastern Time ("**ET**") on 04/01/24 and ends at 11:59 p.m. ET on 06/14/24 (the "**Contest Period**"). By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules. Entrants further agree to abide by and be legally bound by all decisions of PHILDAN INC. (the "**Sponsor**"), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

Eligibility

The Contest is open to legal residents of Canada (excluding Québec) who are age nineteen (19) or older as of the date of entry. Excluded from eligibility are : (a) the officers, directors, employees, agents and representatives of the following entities: Sponsor, contest judges, contest service providers, and each of their respective parents, subsidiaries, affiliates, distributors, sales representatives, and advertising and promotion agencies (including, without limitation, Phil Marketing) (such entities collectively, the "**Promotion Entities**"), and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives; and (b) employees (and members of the immediate family or household of) the Liquor Control Board of Ontario ("LCBO"), employees of the Alcohol and Gaming Commission of Ontario ("AGCO"), and employees of any licensees authorized by AGCO. The LCBO and AGCO are not connected to this Contest in any manner whatsoever and are not liable in any way for any matter related to this Contest.

How to Enter

No purchase necessary. Internet, name, postal code, email address, birthday information, mailing address and math skill-test required. To obtain one (1) entry, [<https://villamariawines.com/ca/win/>], the "**Contest Website**") during the Contest Period and fully and correctly fill out and submit the contest entry form provided at the Contest Website. All fields are mandatory unless marked as optional. Limit: one (1) entry per person, per email address. Any excess entries will be deemed invalid and the entrant may be disqualified from the contest at Sponsor's sole discretion. All Participants must meet the eligibility requirements above at the time the contest entry form is filled out.

Prize

There is one (1) prize available to be won consisting of on (1) trip for two (2) people to New Zealand, including : round-trip economy air fare, 7 nights in a 4-star hotel (double occupancy), exclusive visit to the Villa Maria winery in Blenheim, as well as \$1000 in voucher to cover personal expenses (the "Prize"). The total approximate retail value of the Prize is **\$9,000 CAD**. The Prize **does not include** any other components or expenses, such as (but not limited to) :

- Transportation to/from airport/hotel or winery;
- Meals;

Travel must be booked before June 30, 2024. The following travel dates are excluded:

- December 15 , 2024 to January 10, 2025
- March 1 - 16, 2025
- July 13, 2025 to August 3 2025

Any guest of the confirmed winner must comply with the Contest Rules and sign and return the Release form further described below. The Prize is awarded solely to the confirmed winner.

Sponsor will not be responsible if weather conditions, event cancellations, or other factors beyond Sponsor's reasonable control prevent the Prize or part of the Prize from being fulfilled, and winner will not be entitled to compensation in lieu thereof. The following general conditions apply to the Prize: (i) Prize must be accepted on an "as is" basis as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at the Sponsor's option; (iii) the Sponsor reserves the right to substitute the Prize in whole or in part in the event that all or any component of such Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (iv) all characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion; (v) Prize winner is solely responsible for all costs not expressly described herein; (vi) neither Sponsor nor any of its prize suppliers will replace any lost or stolen tickets; (vii) the confirmed winner's guest must be a Canadian resident that is nineteen (19) years of age or older and must sign and return the Sponsor's release (by the date indicated on the release form) as set out below; (viii) any difference at any time between the actual value of the Prize and its stated approximate retail value above will not be awarded; (ix) all characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion (including, without limitation, the specific seat selection); (x) the winner and his/her guest must have valid passports, with an expiration date 6 months after the return date; (xi) the winner and his/her guest are responsible to apply for their travel visas within the time limit necessary;

Eligible Winner Selection Process

On 06/17/24 at 12:00 p.m. ET (the "Selection Date"), the Sponsor's designated representative will conduct an automatic random draw from amongst all eligible entries received during the Contest Period for the purpose of selecting a potential winner. Odds of being selected depend on the number of eligible entries received during the Contest Period.

Prize Claim Conditions and Release Form

A representative from Phil Marketing will contact the selected entrant by telephone or email at the telephone number or email address provided at the time of entry for the purpose of declaring a winner within five (5) business days of the Selection Date.

In order to be declared a winner, selected entrant must: (i) respond to this notification of selection within five (5) business days of first attempt by Sponsor; (ii) correctly answer, unaided, a time-limited mathematical skill-testing question to be administered by telephone at a mutually convenient time or by email; (iii) sign and return to Sponsor, within five (5) business days of it being sent by Sponsor, a written declaration and the Release form (as described below), releasing the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "**Release**"); and, (iv) otherwise comply with these Official Rules.

Release: before being declared as the confirmed winner, the selected entrant, and where applicable, the winner's guest(s), will be required to execute the Release that (among other things) confirms his/her: (i) personal identification and eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor(s) and each of the Promotion Entities, other parties related to the Contest and each their respective parent companies, subsidiaries, affiliates and/or related companies and each of their respective employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies, successors and assigns (collectively, the "Releasees") from any and all liability for any loss, harm, damages, costs or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights to publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; (iv) release of the LCBO, its directors, officers, employees and agents from all liability of any kind in connection with the Contest, or occurring as a result of the Prize being awarded; and (v) grant to the Sponsors of the unrestricted right, in the Sponsor's discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the winner's and guest's (when applicable) name, photograph, likeness, voice and biography in any and all media, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within five (5) business days of it being sent by Sponsor as set out above, or the selected entrant will be disqualified and the Prize forfeited.

The return of any Prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within the period of time specified in the paragraph above, failure to provide proof of eligibility (if requested), failure to provide release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the Prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited Prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

Right to Void / Terminate / Suspend / Modify

Sponsor reserves the right, in its sole and absolute discretion, to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the Prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Website, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

Limitation of Liability and Releases

By participating in this contest, entrants agree that the Releasees have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from a prize, including the acceptance, possession, misuse or use of the prize, or the merchandise for which it is redeemed (if applicable). Further, by participating in this contest, entrants agree that the Releasees have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from: a) entry or participation in this contest, including access to and use of the contest website, or b) any claims based on personality or privacy rights, defamation or merchandise delivery. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Promotion Entities, Sponsor and any of the other Releasees and Sponsor's other suppliers or contractors, shall not be responsible and assume no liability for: (a) any incomplete or inaccurate information that is caused by Contest 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 processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail or telephone call to be received by or from the

Contest Sponsor or its representatives for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility or signal transmission or reception issue; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest or in connection with the Contest Website; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

Protection Of Personal Information and Publicity Release

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and Prize fulfillment. By entering this Contest, you expressly consent to the Sponsor, its agents and/or representatives (including, without limitation, the Contest Website host), storing, sharing and using the personal information submitted only for the purpose of administering the Contest and the Contest Website host's privacy policy (available at: <https://www.viralsweep.com/privacy>). You may be offered the opportunity to (but for certainty are not required to, and such opportunity will not increase or in any way impact your odds of winning in this contest) receive additional communications from Sponsor or its partners about its products, and upcoming contests and promotions. The Contest Website may be hosted on servers outside of Canada, and the personal information you provide may therefore also be subject to the laws of these jurisdictions. All information you provide to the Sponsor, its agents, and the Contest Website host will be used only for the purposes for which you have consented.

General Conditions

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). By participating in the Contest, each entrant agrees that the Promotion Entities have not made, with respect to each of their own products/services provided as a Prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the Prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning a Prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or Prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and Prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Rules. Decisions of Sponsor and/or any independent Contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should the winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her Prize, or the cash value thereof. Warning: any attempt by an entrant

or any other individual to deliberately damage any website associated with this contest or undermine the legitimate operation of the contest is a violation of criminal and civil laws, and sponsor reserves the right to prosecute and seek damages to the fullest extent permitted by law.

In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the e-mail address submitted at entry will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. Potential winner will also be required to provide proof of identification in order to accept the Prize, including legal name, age, personal address and telephone number. All Contest-related information and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) for the purposes of verifying an entrant's eligibility to participate in this Contest and/or for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the letter and spirit of these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.