

OFFICIAL CONTEST RULES
“2015 Victoria Inner Harbour Boat Show Contest - On Location”

THE “2015 Victoria Inner Harbour Boat Show Contest - On Location” CONTEST (THE “**CONTEST**”) IS GOVERNED BY PROVINCIAL & FEDERAL LAW. THE CONTEST IS SPONSORED BY THE BRITISH COLUMBIA YACHT BROKERS ASSOCIATION (THE “**SPONSOR**”). THIS IS AN ON LOCATION CONTEST ONLY. NO PURCHASE NECESSARY.

1. ELIGIBILITY

To be eligible, participants must:

- have reached the age of majority at the time of entry; and
- not be an employee, officer, director, member, representative or agent of the Sponsor and the independent contest organization, their affiliates (including, without limitation, their parent, sister and subsidiary companies), advertising and promotion agencies, suppliers of services or materials related to the Contest or a person with whom they reside.

Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate.

2. CONTEST DURATION

The contest begins at 08:00:00 AM Pacific Standard Time (“PST”) on APRIL 30, 2015 and ends at 11:59:59 PM (PST) on MAY 3 (the “**Contest Period**”). All entries must be received by 11:59:59 PM (PST) on MAY 3 (the “**Contest Closing Date**”). Sponsor’s administrator’s computer is the official time-keeping device for the Contest.

3. HOW TO ENTER / NO PURCHASE NECESSARY

The Contest will take place on location at the Victoria Inner Harbour Boat Show.

To be entered into the Contest, entrants will be required to:

- a. fill out an entry form with their first and last name, phone and email
- b. read and accept the Official Contest Rules
- c. and indicate if they would like to start receiving future e-mail updates and promotional communications from the Sponsor (not mandatory for entry);

d. and place the entry form into the entry form box/barrel.

Limit of one (1) entry per household during the Contest Period. A person may only use once the combination of “first and last name, e-mail address and phone number” to enter the Contest. Any person who is found to have entered with more than one combination of “first and last name, e-mail address” will be disqualified and all such entries received by such person during the Contest Period will be disqualified and no Prize will be awarded to such person. Entries that are late, illegible, incomplete, falsified, distorted or reproduced by mechanical or electronic means or do not conform to or satisfy any condition of these Contest Rules will be declared invalid. All entries become the property of the Sponsor.

4. PRIZES

A total of three (3) prize packages (“**Prize Packages**”) are available to be won:

1. 1 day sail for 1 person aboard the Pacific Grace boat with Sea and Life Training Society (SALTS), (“**Sail Prize Package**”)

A total of two (2) Sail Prize Packages are available to be won with each Prize (**each a “Prize”**) consisting of :

1 day sail for 1 person aboard the Pacific Grace boat with SALTS, some limitations and exclusions apply.

The approximate retail value of each Sail Prize Package is \$350 CDN.

2. 7-Night Houseboat Vacation Prize Package (“**Vacation Prize Package**”)

A total of one (1) Vacation Prize Package is available to be won with the Prize (“**Prize**”) consisting of :

7-night vacation aboard a 15-person Houseboat courtesy of Twin Anchors Houseboat Rentals & Vacations on Shuswap Lake. Fuel is not included. Transportation to and from Shuswap Lake is not included. Some limitations and exclusions apply.

The approximate retail value of the Vacation Prize Package is \$5000 CDN.

The total approximate retail value of all Prizes is \$5,700 CDN. The Prize is not convertible to cash, must be accepted as awarded without substitution and is not transferable and not for resale. The Sponsor reserves the right, in the event that a Prize cannot be awarded as described for any reason, to substitute a similar prize of equal or greater value. Limit of one (1) Prize per household address.

5. **DRAWS**

Random draws will be made by an independent promotional agency in Victoria, BC at 10:00 AM (PST) on MAY 4 (the "**Draw Date**") to select a total of three (3) entrants from all eligible entries received by the Contest Closing Date. Entrants will be drawn for each Prize. Odds of winning a Prize depend on the total number of eligible entries received by the Contest Closing Date. The promotional agency will make two (2) attempts to notify each selected entrant by email at the email address submitted at the time of entry or phone. If a selected entrant does not respond by email within forty-eight (48) hours to the email or phone notification, he/she will be disqualified and will have no claim against the Sponsor with respect to the Contest, or anything related to the Contest and will no longer be eligible for the Prize. For each disqualified selected entrant, an alternate entrant will be randomly selected from among the remaining eligible entries for each Prize and the above process will be repeated until three (3) entrants have successfully been contacted. The independent contest organization and the Sponsor are not responsible for the failure of any email notification or for any other reason whatsoever of a selected entrant to receive an email notification or for the independent contest organization to receive the selected entrant's response.

In order to win, each selected entrant must first correctly answer a time-limited mathematical skill-testing question to be administered by email or phone.

6. **RELEASE**

Prior to being declared a winner and receiving a Prize, each selected entrant will be required to complete and return a Declaration of Compliance and Release of Liability and Publicity Release Form (the "**Release Form**") confirming: (i) eligibility for the Contest and having complied with the Contest Rules; (ii) acknowledges that the Prize must be accepted as awarded and cannot be substituted or transferred and has no cash surrender value; (iii) consents to the use of his or her name, city and province, photographs, comments, without further remuneration in connection with any publicity carried out by on or behalf of the Sponsor with respect to the Contest in any media whatsoever (including the internet) for perpetuity; and (iv) releases the Sponsor, its affiliated and related companies, advertising and promotional agencies, the independent contest organization and their respective shareholders, members, directors, officers, employees and agents from and against all liability for losses, damages, costs or expenses arising from entering the Contest or any Contest-related activity, or acceptance and the use of a Prize. At the Sponsor's sole discretion each selected entrant may be requested to provide the Sponsor with a copy of photo identification showing his/her valid address. The Release Form must be returned to the address indicated therein within the time period specified on the Release Form or the Prize will be forfeited. Upon receipt of the Release Form within the

indicated time frame the Sponsor's promotional agency will send the winner instructions to claim his/her Prize by email or phone within 72 hours. No correspondence will be entered into except with the winners.

7. DISCLAIMER

The Sponsor assumes no responsibility for entries, notices, replies, or releases lost, late, stolen, misdirected or incorrectly completed which will be deemed void. The Sponsor is not responsible for incorrect information, whether the error, if any, is caused by the equipment or programs associated with or utilized in the Contest, or whether a technical or human error has occurred in the administration of the Contest.

The Sponsor is not responsible for losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from: a) the Prize, including the acceptance, participation in, misuse or use of the Prize; b) entry or participation in this Contest or c) any claims based on personality or privacy rights or defamation. The Sponsor assumes no responsibility if the Contest cannot be held as planned for any reason, including for reasons beyond the control of the Sponsor.

The Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.

8. CONDUCT

By entering the Contest, entrants represent and warrant that they have read, understood and agreed to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, at its sole discretion, to disqualify any participant who violates these Contest Rules or tampers or attempts to tamper with the entry process or the operation of the Contest.

9. PRIVACY AND USE OF PERSONAL INFORMATION

By entering the Contest, entrants consent to the collection and use by the Sponsor of their personal information (including, but not limited to first name, last name, phone and e-mail address) for the purposes of administering the Contest. No other use and no disclosure of personal information (including marketing communications) will be made unless entrants provide the Sponsor with explicit permission to do so as indicated on the contest entry form. Entrants may opt-out of any such marketing at any time by emailing the Sponsor at **info@bcyba.com** by following any unsubscribe instructions included with a marketing communication, or by contacting the Sponsor as described in the Sponsor' privacy policy.

By accepting a Prize, each winner consents to the use of his or her entry, name, city and province, statements, images, photographs, comments, or other likenesses by the Sponsor for publicity, advertising or informational purposes in any medium or format whatsoever (including the internet) for perpetuity and without further compensation or notice.

Entrants agree to the application of Facebook's policy with regard to data use, available at: <https://www.facebook.com/about/privacy> .

10. INTELLECTUAL PROPERTY

Any intellectual property, including, without limitation, trademarks, trade names, logos, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations used in the Contest material are owned by the Sponsor or its affiliates. All rights are reserved. It is strictly forbidden to copy or use any materials protected by copyright or any materials that constitute intellectual property without the prior written consent of the Sponsor.

11. RIGHT OF CANCELLATION, SUSPENSION AND AMENDMENT

If for any reason the Contest is not capable of being completed as planned including, but not limited to computer virus, bugs, tampering, technical failures or other causes beyond the control of the Sponsor, the Sponsor reserves the right, to cancel, suspend or amend, the Contest.

12. APPLICABLE LAWS

The Contest is subject to all applicable federal, provincial and municipal laws. The Contest Rules are subject to change without notice to conform to all applicable federal, provincial and municipal regulations, or policies of any other entity that has jurisdiction over the Sponsor.

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