

LITTLE TASTES OF THE FESTIVAL – Official Rules and Regulations

The LITTLE TASTES OF THE FESTIVAL Contest (hereinafter the “Contest”) is brought to you by Dunollie Castle Productions Inc. o/a the Rocky Mountain Wine & Food Festival (collectively referred to herein as “RMWFF”). By your participation in the Contest, you unconditionally agree to and accept to be bound by the following terms and conditions as set out in these Official Rules and any other rules, regulations, ruling, and decisions made by RMWFF with respect to the Contest or any other related matter (hereinafter the “Contest Rules”). Participants accept that any and all decisions and rulings made by RMWFF are final, binding, and not appealable.

- 1. Eligibility:** No purchase is necessary to enter or win the Contests. Participants represent that at the time of entry into the Contest they are: (a) individual residents of the Province of Alberta; (b) eighteen (18) years of age or older; and (c) in possession of a valid government-issued photo identification. Notwithstanding the preceding, Employees of RMWFF, its affiliates, agents or advertising agencies (“Employees”) are not eligible to participate in the Contest. Immediate family members (parent, child, siblings or spouse) of such Employees and any person domiciled with such Employees are not eligible.
- 2. Contest Period:** The Contest commences at 12:01AM Mountain Standard Time (“MST”) on MONDAY MAY 25TH, 2016 and terminates on: (a) if in Calgary at 11:59PM MST on SEPTEMBER 9TH, 2016; and/or (b) if in Edmonton at 11:59PM MST on SEPTEMBER 23RD, 2016 (the “Termination Dates”). Contest entries will not be accepted subsequent to the Termination Dates.
- 3. Entry:** No purchase is necessary to enter or win the Contest. To enter, you must strictly comply with these Contest Rules, including the Eligibility criteria set out herein. Any eligible individual may participate and enter the Contest by submitting their name, email address, street address and phone number through the online entry form. All mandatory fields must be filled in order for the entry to be valid. Entries will be disqualified if Participants (i) submit incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, altered or false information; or (ii) fail to comply with these Contest Rules; or (iii) for any other reason RMWFF deems reasonable. In the event RMWFF deems any instance of fraud, misrepresentation, or the like in regards to any Entry(s), those Entry(s) shall be deemed disqualified and not eligible to win any Contest prize.
- 4. Prize:** There are TWELVE prizes offered as follows: (the “Prizes”)

SIX (6) Calgary Prizes, consisting of (see website for more details)

- Whiskey Tasting at ONE18 Empire
- Wine & Dine at Pampa Brazilian Steakhouse
- Taste & Tour at Big Rock Brewery
- Wine & Dine at Moxie’s Grill & Bar
- Wine & Dine at Saltlik Steakhouse
- Gelato Academy at Fiasco Gelato

SIX (6) Edmonton Prizes, consisting of (see website for more details)

- Brewmaster's Dinner at CRAFT Beer Market
- Taste & Tour at Big Rig Craft Distillery
- Wine & Dine at Pampa Brazilian Steakhouse
- Wine & Dine at The Harvest Room at Fairmont Hotel Macdonald
- Wine Flight & Fondue at The Melting Pot
- Wine & Dine at Moxie's Grill & Bar

Each prize Winner will also receive \$50 in sampling coupons to enjoy at the Festival. Entrance tickets will need to be purchased in order to attend the Festival and use certain prizes. Each Prize has an approximate value of TWO HUNDRED \$CDN.

The following conditions apply to the Prizes: ("Prize Conditions")

- (a) There are no exchanges or refunds on the Prizes awarded to the Winners. Prizes cannot be redeemed for their cash value.
 - (b) Participants who enter the contest through the online entry form may choose to either participate in the Calgary Prize draws or the Edmonton Prize draws when submitting their Entry.
 - (c) The above Prize descriptions outline the expected Calgary Prizes and Edmonton Prizes. All inclusions in the Prizes are subject to availability and subject to change. The Winners will receive full details on components of the Calgary Prizes and / or Edmonton Prizes after all final arrangements have been made and the Prizes have been awarded and claimed.
 - (d) RMWFF cannot be held responsible for any postponement or cancellation, for any reason, of any components of the Prizes, the Event, locations or retail outlets forming part of the Prizes.
 - (e) If the whole or any part(s) of any activity relating to the Prizes are cancelled or postponed, the Winners agree to accept the balance of the Prize elements and consider the prize fulfilled.
 - (f) The Winners agree that they have no claim against RMWFF or any other party involved in respect to the cancellation or postponement of the Prizes or Contest.
 - (g) The cost of travel by the Winner(s) and their guest(s) to and from the Winner's residence, guest's residence, and location of the Prize components is solely the responsibility of the Winner(s). All expenses other than those specifically referred to above including, but not limited to, all other meals, beverages, parking, gratuities, transportation, any necessary travel and health insurance, taxes, communication charges and all other items of a personal nature are the sole responsibility of the Winner(s) and their guest(s).
 - (h) The Prizes must be accepted as awarded. The Prizes are non-transferrable, cannot be converted to cash, and have no cash value. RMWFF reserves the right to substitute any part of the Prize with a Prize of equal or greater value for any reason.
 - (i) In no event shall RMWFF be obligated to award more Prizes than set out in these Contest Rules or to award Prizes otherwise than in compliance with these Contest Rules.
 - (j) Any other terms and conditions regarding the Contest Prizes that RMWFF deems reasonable.
5. **Prize Winners:** TEN Contest winners ("Winners") will be randomly drawn from all eligible Contest Entries; FIVE Winners for Calgary and FIVE Winners for Edmonton. The Calgary Winners will be drawn on the following dates:
- Tuesday, August 2, 2016
 - Monday, August 15, 2016
 - Monday, August 29, 2016 (two prizes awarded this day)

- Monday, September 12, 2016 (two prizes awarded this day)

The Edmonton Winners will be drawn on the following dates:

- Monday, August 8, 2016
- Monday, August 22, 2016
- Tuesday, September 6, 2016
- Monday, September 19, 2016
- Monday, September 26, 2016 (two prizes awarded this day)

The draws for the Calgary and Edmonton Prizes shall be from all eligible Calgary and Edmonton Prize Entries received on or before the date of each draw. The probability of a Participant's Entry being drawn as the Winner depends upon the number of eligible Entries received during the Contest. Only one entry is allowed per participant.

The Winning Entry drawn for all Calgary and Edmonton Prize draws will be contacted by email as provided on the Participant's Entry. The Winners will have three (3) days within which to respond and claim their Prize. Should the Winners not respond, or be unwilling or unable to comply with these Contest Rules, including the Prize Conditions, they will thereby forfeit the Prize and RMWFF may choose to draw another Entry as the Prize Winner or terminate the prize. The Winners must correctly answer, unaided, a mathematical skill testing question asked via the original contact email in order to claim their Prizes.

To claim their Prizes, the Winners will be required to complete, sign and return a 'Declaration of Eligibility' form, in which they confirm their eligibility for the Prize, and a 'Waiver and Assumption of Risks' form in which the Winners assume all risks associated with acceptance and use of the Prizes. These forms must be returned, properly executed, within seven (7) days of notification or the Winners will thereby forfeit the Prizes.

Upon receipt of the correct answer to the skill testing question and the submission of properly executed forms, along with verification by RMWFF that the selected entry is in compliance with all rules outlined under these Contest Rules, the entries drawn will be declared the Winners. Otherwise, the entrants will not be entitled to the Prizes.

6. **Odds of Winning:** For the above mentioned Contests, the odds of winning will depend on the number of eligible entries received. For Contests with online entries (including a Contest where entry occurs via social media), the odds of winning will depend on the number of eligible entries received during the Contest period.
7. **Assumption of Risk:** The Winner(s) understands that any form of travel presents inherent risks of property damage, personal injury and death, which may arise as a result of accident, illness, negligence, forces of nature, wild animals or otherwise, and which may or may not be known or foreseeable, and which may arise before, during or following the Prize package. The Winner(s) agrees to assume all such risks of property damage, personal injury and death upon acceptance of the Prize.

8. **Liability Limitation:** The Winner(s) agrees that RMWFF will not be held liable to him or her or their heirs for property damage, injury or death, or any other loss that may arise: (i) as a result of, whether wholly or partially, any act or omission of RMWFF, or (ii) by reason of any other event over which RMWFF has no control. In all other circumstances, RMWFF's total maximum liability to any Participant shall be equal to the amount which is equal to the value of the Prize divided by the total number of eligible Entries received.
9. **Indemnity:** The Winner(s) hereby agrees to indemnify and hold harmless RMWFF and its directors, employees, affiliates, partners, venues and agencies from any and all claims, demands and liability for any injury, loss or damage of any kind to any person or persons, including death and property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize or any part of the Prize, participation in the Contest or participation in any Prize-related activity.
10. **Disclaimer of Warranty:** The Sponsor makes no warranty, guaranty or representation of any kind concerning the Prizes and disclaims any implied warranty. The description of the Prizes is provided by the manufacturer/provider. Should the description be different, the Participants acknowledge that RMWFF is without fault. The Winners further agree that in no way shall RMWFF be liable whatsoever for any such discrepancy in the descriptions of the Prizes.
11. **Contest Irregularities:** RMWFF is not responsible for printing or typographical errors in any Prize-related materials, and is not responsible for any lost, late, delayed, illegible, incomplete or misdirected entries. RMWFF assumes no responsibility or liability for failure of the internet or the Contest website during the Contest period or for any other problem or technical malfunction in the operation of the Contest. If in the opinion of RMWFF, the administration or integrity of the Contest has been compromised, RMWFF reserves the right to revoke the Prize, modify, suspend or cancel the Contest, including without limitation, terminating the Contest and awarding the Prize by random drawing from all non-suspect Entries received as of the termination date. If the Contest is cancelled, modified, suspended or terminated, details will be posted on the contest website.
12. **Publicity:** The Winner(s) agrees to make himself reasonably available for an opportunity to have photographs taken of them, and release in full any such photos to RMWFF for future use, whether or not relating to the Contest. Upon acceptance of the Prize, the Winner consents to usage of these photos without further notice, consent, approval or compensation. The Winner(s) agree that RMWFF may publish their name, city and province of residence as being the Winner of the Contest on social media or future promotional communications regarding this Prize and the Festival.
13. **Taxes:** The Winner(s) is responsible for reporting any taxable benefits in connection with the Prize package to all applicable governmental authorities. Any taxes relating to the acceptance or use of the Prize are solely the responsibility of the Winner.
14. **Social Media:** This contest has not been sponsored, endorsed, administered by, or associated with any social media platforms on which the contest may have been promoted and/or publicized. All relating social media entities are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to RMWFF.
15. **Governing Law:** A prospective Participant may not participate in the Contest where it is prohibited. The interpretation of these Contest Rules and all matters relating to the rights and obligations

between any Participant and RMWFF in connection with the Contest shall be governed by, construed and interpreted in accordance with the laws of Alberta and Canada. Each of the Prize package sponsors and all Participants hereby agree to attorn to the jurisdiction of the courts of Alberta, sitting in the City of Calgary or Edmonton (and all courts of appeal therefrom), in respect of the determination of any matter, issue or dispute arising in relation to these Contest Rules, the Contest or the acceptance or use of the Prize and agree that any such determination shall be sought solely and exclusively before such courts.

16. **Discrepancy with Other Material:** In the event of any discrepancy or inconsistency between these Contest Rules and any other material relating to the Contest, these Contest Rules will prevail.
17. **Third Party Trademarks:** The names of any individual, group, company, product or service mentioned in these Contest Rules or on the Contest website, and any corresponding likeness, logo or image, have been used for identification purposes only and may be the copyrighted properties and trademark of their respective owners. The mention of any of the above, or the inclusion of a product or service as a portion of the Prize or on the Contest website does not denote any association or endorsement of the individual, group or sponsor, or the manufacturer or distributor of any product or service. Except as otherwise indicated, no association or endorsement is intended or should be inferred and RMWFF makes no representation or warranty about them and specifically disclaims any which may otherwise arise under law.
18. **Decisions:** The decisions of RMWFF are final and will be binding on all Participants regarding all aspects of the Contest, including (but not limited to) eligibility of Participants, compliance with these rules and the correctness of the answer to the skill-testing question.
19. **Authorization:** By entering this Contest, the Winners consent to the use by RMWFF and advertising partners, at their sole discretion and if required, of the Winners' name, photograph, likeness, testimonial related to the Prize and/or voice without compensation whatsoever and that, without limit as for the period of use, in any media and on a worldwide scale, for publicity purposes or for any other purposes that may be considered relevant thereto.
20. **Property of entries:** Entry forms are the sole property of RMWFF.
21. **Personal information:** Participant's personal information collected during the Contest will be used solely by the RMWFF for the administration of the Contest. There will be no communication of commercial or of any other nature, unrelated to this Contest sent to a Participant, unless such Participant provides specific authorization to RMWFF for that specific purpose.