

## **COUNTRY GROCER 'CELEBRATIONS' (ANNIVERSARY AND BIRTHDAY CONTEST) OFFICIAL RULES and REGULATIONS**

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

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

- a. be a legal resident of British Columbia, Canada;
- b. be of the age of majority in British Columbia or older at the time of entry;

Employees of CHEK Media Group and Country Grocer and/or prize suppliers (collectively, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and persons domiciled with employees 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 5 p.m. Pacific Standard Time ("PST") on **Monday, August 21, 2023** and closes at 12:00 a.m. Pacific Standard Time ("PST") on **Sunday, August 18, 2024** (the "Contest Period").
- 3. HOW TO ENTER.** There is no purchase necessary to enter the contest. Complete all required fields, including the name, city and age of person being celebrated or

the names, city and anniversary year being celebrated along with a digital photo if available, on the contest entry page located at [www.cheknews.ca](http://www.cheknews.ca). Each week during the contest, a \$50 gift card to Country Grocer will be drawn for the person whose birthday or anniversary is being celebrated, from qualifying entries. No entries will be accepted by any other means. Limit of one (1) entry per person or email address per week. Multiple Entries for or by the same person shall result in disqualification. Winner will be verified by phone or in person at CHEK Television. All Entries become the sole property of the Sponsors and will not be returned for any reason. Photos and/or videos may be altered to add sponsor's logo and for broadcast. 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, irregular, or forged.

**4. PRIZES.**

- a. There will be one (1) Prize awarded each week from **August 21, 2023 to August 18, 2024** in a weekly random draw from all people being celebrated (entries received by the end of that week). There will be (52) Prizes awarded in total, each prize valued at \$50 CDN.
- b. 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 any aspect of the described grand prize cannot be awarded for any reason. Prize must be used as specified by each supplier.
- c. Certain rules and conditions apply. Winner will be responsible for any other expense not specifically described as included in the grand prize. The potential grand prize winner and guest must comply with all the Contest Rules and Regulations before being declared the grand prize winner.
- d. Shipped prize shall not be insured and CHEK Media Group and the Sponsor shall not assume any liability for a lost, damaged or misdirected prize.

- 5. RELEASE.** Each 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 there from; 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 any purposes. The executed Release must be returned within two (2) business days of the verification as a Grand Prize Winner or the selected potential winner will be disqualified and the prize forfeited.

6. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant and their guest 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 CHEK Media Group and their contest sponsors from any and all claims including by third parties relating to the Contest, without limitation.
7. **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.
8. **CONDUCT.** By entering this Contest, the entrant and their guest agrees to be bound by these Contest Rules, which will be available at CHEK Reception, and on

the [www.cheknews.ca](http://www.cheknews.ca) website throughout the Contest Period. Entrant further agrees to be bound by the decisions of the 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; (c) violating the terms of service, conditions or use and/or general rules or guidelines of any cheknews.ca 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.

9. **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.
10. **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.
11. **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.
12. Sponsors shall have the right at any time to require proof that the images (either photograph or video ) have been taken by you and you have the rights to share same image(s) in order to be eligible 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.

**13. INDEMNIFICATION BY ENTRANT.** By entering the Contest, the entrant gives full permission for CHEK Television to air the submitted photo(s) of themselves. By entering the Contest, the 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.

**14. GENERAL CONDITIONS.** Entries (videos and/or photographs) become the property of the sponsors upon receipt and will not be returned and no correspondence will be entered into except with selected prize winners.