

COMOX VALLEY SPA AND STAY CONTEST

THE **COMOX VALLEY SPA AND STAY CONTEST** (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF BRITISH COLUMBIA OR OLDER. 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 the province of British Columbia;
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry.

Employees of **Comox Valley Economic Development Society/Discover Comox Valley, Old House Village Hotel & Spa, and Kingfisher Oceanside Resort & Spa** (collectively, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The 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 may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD. The Contest begins at **10:00 a.m.** Pacific Standard Time ("PST") on **Monday December 7, 2009** and ends at **11:59 p.m.** PST on **Friday May 28, 2010** (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below. No entries will be accepted by any other means.
 - (i) To enter by mail, clearly print your name, complete mailing address, daytime telephone number and age at time of entry on a plain piece of paper and submit it to the attention of **Comox Valley Spa and Stay Contest** c/o Comox Valley Economic Development at 102 – 2435 Mansfield Drive, Courtenay, B.C., V9N 2M2.
 - (ii) To enter online, complete and submit the entry form located at www.discovercomoxvalley.com (the "**Contest Website**").
- (b) Limit of one (1) entry per person. In the case of multiple entries, only the first eligible entry will be considered.
- (c) All entries, become the sole property of the Sponsors and none will be returned for any

reason. 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. No communication or correspondence will be exchanged with entrants except with those selected for a Weekly Prize or Grand Prize.

- (d) Entries submitted by mail must be received by the Sponsors no later than the end of the Contest Period, and must be in a separate outer envelope bearing sufficient postage.
- (e) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the 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. Each selected entrant may be required to provide the Sponsors with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

4. PRIZES.

- (a) **Grand Prize.** There is one (1) grand prize available to be won by the **Grand Prize** winner ("**Grand Prize Winner**") consisting of:
 - (i) one (1) night accommodation for 2 in an Ocean View Room at the Kingfisher Oceanside Resort and Spa
 - (ii) two (2) passes to the Pacific Mist Hydropath at the Kingfisher Oceanside Resort and Spa;
 - (iii) one (1) night accommodation for 2 in a Deluxe Studio Suite at the Old House Village Hotel and Spa;
 - (iv) two (2) Relaxation Massages at the Old House Village Hotel's OH Spa;
- (b) Grand Prize has an approximate value of five hundred and fifty-nine dollars (CDN \$559.00).
- (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) Winner and his/her Guest must be available to participate in the prize package from draw date of Friday June 4, 2010 to September 30, 2010. Blackout dates may apply. Should Winner be unable to participate on the dates designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner. Winner will be responsible for transportation to and from the resorts, taxes, gratuities, telephone calls, in-room charges and any other expense not explicitly included in the Prize.
- (e) Guests must comply with the Contest Rules and sign and return the Release (described below).

- (f) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

5. WINNER SELECTION.

One (1) Winner shall be selected as follows:

- (a) On or about **Monday, May 31, 2010** in Courtenay, British Columbia, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (b) **THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN Thursday, June 3, 2010 AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION.** Upon notification, the selected entrant must respond by telephone to the contact number provided in the notification, and the selected entrant's response must be received by the Sponsors within two (2) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

- 6. **RELEASE.** Winners 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 and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to 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 the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, photograph, likeness, voice and biography, in any and

all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days the verification as a Winner or the selected entrant 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 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 the Contest, any breach of the 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.
- 9. LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The 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. The 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. The 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 or otherwise. The 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. The 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.
- 10. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available at Global Television, 7850 Enterprise Street, Burnaby, British Columbia 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. The 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 of 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, CANADA.COM 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, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO**

CRIMINAL PROSECUTION.

11. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address (“**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) above.
- (b) Contest entrants will be added to the Comox Valley Rewards and Promotions e-newsletter, which they can unsubscribe from at any time.

12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. 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. CANWEST MEDIA is a trade-mark of Canwest Global Communications Corp., used under licence.

13. TERMINATION. Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

14. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.

15. LANGUAGE DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.