

Contest Rules & Regulations
Okanagan Bliss Break
New Varieties Development Council

These Contest Rules & Regulations (the “Rules”) are specific to the Okanagan Bliss Break Contest (the “Contest”). The Contest is governed by the Rules set forth below. By entering the Contest, the entrant agrees to abide by the Contest Rules and the decisions of the Contest Sponsor (defined below). The entrant also agrees to comply with all applicable laws.

Contest Sponsor

- The Contest Sponsor is the New Varieties Development Council based in Kelowna, British Columbia.

Contest Period

- The Contest begins at 7:00 p.m. Pacific Standard Time (PST) on Thursday, January 19, 2012 and closes at 12:00 Noon Pacific Standard Time (PST) on Monday, April 2, 2012 (the “Contest Period”). Entries must be received by the Contest Sponsor within the Contest Period to be eligible to win.

Entrant Eligibility

- The Contest is open to legal residents of British Columbia, Alberta, Saskatchewan and Manitoba who, at the time of entry, have reached the age of majority in the province in which they reside and who have submitted a contest entry form online at www.AmbrosiaApples.com/Canada.
- Employees and representatives of the Contest Sponsor and its respective affiliates, orchardists, subsidiaries, related companies, agents, associates, dealers, representatives, advertising and promotional agencies or any members of their immediate families or any persons with whom they are domiciled (collectively the “Contest Entities”) are not eligible to participate in the Contest. For the purpose of the Contest, immediate families is defined as sibling/step-sibling, spouse, mother, father, grandparents, step-mother/father, brother, sister, son and/or daughter.
- The Contest Sponsor 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.
- The Contest Sponsor may at any time in its sole discretion disqualify any entrant who: does not meet the Contest eligibility criteria, fails to comply with the Rules, attempts to enter the Contest in any manner or through any means other than as described in the Rules, attempts to disrupt the Contest or attempts to circumvent any of the Rules.
- Entries made with multiple addresses, under multiple identities, or through the use of any device or artifice to enter in excess of the permitted number of entries during the Contest Period are automatically void. In the event of a dispute, submissions shall be deemed to be submitted by the authorized account holder of the email address associated with the entry.

How to Enter

- No purchase or entry fees are required to enter the Contest or to be awarded a Prize.
- Entrants who meet the conditions as outlined in the Entrant Eligibility section can enter the Contest by visiting www.AmbrosiaApples.com/Canada and fully completing an online entry form and following the instructions provided.
- One (1) entry per person, per day will be accepted during the Contest Period.
- Entrants will be required to fully complete the online entry form including their contact information.
- Entrants are solely responsible for ensuring that all information submitted is accurate, truthful, and complete and in no way misleading.
- The Contest Sponsor will not be responsible for any lost, delayed, misdirected, illegible, incomplete, damaged or undeliverable entries, or any delay or failure to transmit, process, receive or consider entries.
- Each entry which meets the criteria above and that is submitted in accordance with the Rules will become eligible for inclusion in the Contest.

Prize

- There will be one (1) prize awarded to one (1) entrant (the “Winner”) consisting of a trip for two (2) to the Okanagan Region in British Columbia (the “Prize”). The approximate retail value of the Prize is one-thousand-eight-hundred-fifty dollars (\$1,850.00 CDN). Actual Prize value is dependent on location of the Winner’s residence and flight schedule. No financial compensation will be made or required if actual costs are lower or higher than this amount.
- The trip for two (2) to the Okanagan includes:

- Round-trip economy airfare for the Winner and his/her guest (the “Guest”) departing together on the same date and flight from the international airport located closest to their place of residence (Winnipeg, Regina, Saskatoon, Edmonton, Calgary, Victoria or Vancouver) to Kelowna:
 - Three (3) nights hotel accommodation (dual occupancy in standard room);
 - One (1) tour of an orchard where Ambrosia apples are grown;
 - One (1) tour of a designated winery;
 - One (1) round of golf for two (2) people.
- Conditions of the trip for two (2) to the Okanagan include:
 - The Winner and Guest must be available to travel and use the Prize before May 31, 2012. Should the Winner and Guest be unable to complete the trip prior to May 31, 2012, the Prize will be forfeited and awarded to an alternate winner.
 - The Winner and Guest will be responsible (without limitation) for transportation to and from the airport and/or bus terminal and/or train station, domestic flights, any local transportation costs while in the Okanagan, travel and medical insurance, travel documentation, security and departure taxes, fuel surcharges, airport improvement fees, taxes, meals, gratuities, telephone calls, in-room charges and any other expenses or incidentals not explicitly included in the Prize description.
 - The Contest Sponsor retains the right to substitute components of the Prize based on arrangements made with suppliers.
 - The Winner and Guest are solely responsible for obtaining their own travel documents such as passport or travel visa in advance of the departure date.
 - Guests do not have any rights to the Prize independent of the Winner, and may not travel without the Winner.
 - The Contest Sponsor is not responsible in the event that the Winner and/or Guest are refused entry to board an aircraft for whatever reason and any unused portion of the Prize will be forfeited.
 - In the event that the Guest is a minor, if the adult Winner is not the parent or legal guardian of the minor Guest, the Guest’s parent or legal guardian must sign the Declaration of Compliance with Rules and Assignment, Release and Indemnity Form on behalf of the minor Guest.
 - The Winner and Guest must travel together on the same itinerary.
 - The Winner is not entitled to any monetary difference between the actual Prize value and stated approximate Prize value, if any.
 - Travel dates are subject to availability and black-out dates may apply.
 - The Winner must allow for one (1) week for the processing of requested travel dates.
 - Once travel arrangements have been confirmed, no changes/modifications will be permitted. All bookings are subject to one hundred percent (100%) cancellation penalties.
 - The Contest Sponsor shall not assume responsibility for any refunds, losses, damages, costs or expenses arising out of the following: mechanical breakdown, government action, weather, strike or any other action beyond the Contest Sponsor’s control; denial of access to the carrier due to contravention of the conditions of carriage or improper travel documentation, failure to clear customs or missed flights or connections.
 - Services required for passengers with special needs are not included in the Prize and may not be available.
 - Prize must be accepted as described in the Rules and cannot be transferred to another person, substituted for another prize, or exchanged in whole, or in part, for cash, subject to the provisions set forth elsewhere in the Rules.
 - Any costs associated with accepting the Prize shall be the sole responsibility of the Winner.
 - The Prize must be accepted as awarded and may not be transferred or exchanged. The Contest Sponsor reserves the right to substitute a prize of at least equal or greater value in the event of unavailability, for whatever reason, of the advertised Prize.
 - Under no circumstances will the Contest Sponsor or the Contest Entities be required to award more prizes than what is indicated in the Rules or award a prize other than in accordance with the Rules.
 - The odds of being selected to win the Prize are dependent on the total number of eligible entries received online during the Contest Period.

Draw

- One (1) Winner will be randomly selected on Tuesday, April 3, 2012 from all eligible entries received during the Contest Period. The Winner will be contacted by a representative from the Contest Sponsor by telephone and email between April 3 - 5, 2012. If a potential winner cannot be contacted between April 3 – 5, 2012, despite customary diligent efforts, that winner will be disqualified and another winner will be selected.
- The initial selected potential Winner will be disqualified and will have no recourse towards the Contest Sponsor.
- If a potential Winner cannot accept the Prize as awarded for any reason, including an inability to use the Prize within the designated period of April 15 – May 31, 2012, an inability to correctly answer the skill-testing question, the

declining of the Prize, and/or failure to return the Declaration of Compliance with Rules and Assignment, Release and Indemnity Form as specified below, the Contest Sponsor reserves the right, at its sole discretion, to select another eligible entrant.

In order to be eligible to claim the Prize, the Winner must:

- correctly answer (un-aided) a time-limited, mathematical, skill-testing question to be administered by a representative of the Contest Sponsor.

In order to be eligible to claim the Prize, the Winner and Guest must:

- sign a Declaration of Compliance with Rules and Assignment, Release and Indemnity Form, releasing the Contest Sponsor and the Contest Entities from any liability in connection with the Contest or the Prize awarded; and
- produce valid identification and, if requested by the Contest Sponsor, proof of age and photo identification.

The Prize will be awarded to the Winner upon receipt of the signed and fully completed Declaration of Compliance with Rules and Assignment, Release and Indemnity Form. If the above requirements are not met, the Winner will be disqualified and another winner will be selected in their place.

License

By entering the Contest, you irrevocably and exclusively waive all legal and moral rights to the entry in favour of the Contest Sponsor.

Conduct

By participating in the Contest, each entrant agrees to be bound by the Rules, which will be posted and available at www.AmbrosiaApples.com/Canada. Entrants further agree to be bound by the decisions of the Contest Sponsor, which shall be final and binding in all respects. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt to deliberately damage any website or interfere with the legitimate operation of the Contest may be a violation of criminal and civil laws, and the Contest Sponsor reserves the right to seek damages and/or other relief from all responsible persons to the fullest extent permitted by law.

Disclaimers, Liability, and Indemnification

By participating in the Contest, the entrant releases and agrees to indemnify and hold harmless the Contest Sponsor and the Contest Entities from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from the entrant's participation in the Contest or receipt or use of the Prize.

By participating in the Contest, the entrant further agrees to indemnify and hold harmless the Contest Sponsor and the Contest Entities from any and all damages, injuries, claims, causes of actions or losses of any kind (including actual legal fees and expenses) arising from or related to: (a) the entrant's failure to comply with any of the Rules ; (b) any misrepresentation the entrant makes under the Rules or otherwise to the Contest Sponsor; or (c) the entrant's participation in the Contest.

The Contest Sponsor shall have no liability for any loss or damage of any entries in the Contest or for any other loss or damage resulting directly or indirectly from your participation in the Contest. The Contest Sponsor is not responsible for: (1) incorrect or inaccurate transcription of entry information or late, lost, incomplete, misdirected entries, or entries received through impermissible or illegitimate channels; (2) technical failures of any kind, including without limitation the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Contest; (5) electronic or human error which may occur in the administration of the Contest or the processing of entries; or (6) any injury or damage to persons or property, including without limitation your computer, which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest. The Contest Sponsor will not be liable to any entrant for any indirect, special, consequential, or punitive damages in connection with the Contest or the Rules.

Privacy / Use of Personal Information

By participating in the Contest, entrants (a) grant to the Contest Sponsor the right to use the entrant's name and place of residence ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner; (b) grant to the Contest Sponsor the right to use the Winner's Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further

compensation unless prohibited by law; and (c) acknowledge that the Contest Sponsor may disclose the Winner's Personal Information to third-party agents and service providers of the Contest Sponsor in connection with any of the activities listed in (a) and (b) above. The Contest Sponsor will use Personal Information only for the identified purposes.

Intellectual Property

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Contest Sponsor and/or the Contest Entities. 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.

Termination

If for any reason the Contest Sponsor cannot run the Contest as planned, (including as a result of tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of the Contest) the Contest Sponsor reserves the right to cancel, modify, extend or suspend the Contest. In that event, the Contest Sponsor may determine the winner from among the eligible entries received up to the time of the impairment, or cancel the Contest.

Law

The Contest Rules & Regulations constitute the complete rules and regulations associated with the Contest. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The 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 Contest Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between the entrant and the Contest Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of British Columbia.

Disputes

All disputes, claims and causes of action arising out of or connected with the Contest or the Rules will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of British Columbia, Canada.

Language Discrepancy

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

General

- The Contest Sponsor will not enter into correspondence with any entrant except with the Winner(s) and at the Contest Sponsor's own initiative.
- The decisions of the Contest Sponsor in relation to the Contest will be final and binding on all entrants.
- The Contest Sponsor reserves the right to disqualify entrants and/or entries that do not comply with the Rules.
- The Contest Sponsor will be the sole and final reference source in validating a Prize claim.