



## GROUSE MOUNTAIN ALPINE KISS CONTEST OFFICIAL RULES & REGULATIONS

### Eligibility:

Grouse Mountain Alpine Kiss Contest (the "Promotion") is open only to legal residents of British Columbia who have reached the age of majority in British Columbia. Any entrant under the age of majority must have a parent or legal guardian sign on their behalf all necessary documentation in respect of this Promotion, including entry forms and releases. Void where prohibited. The Promotion is subject to all applicable federal, provincial, territorial, municipal, and local laws and regulations. All employees or agents of the Sponsor, Grouse Mountain Resort Limited, and their respective parents, affiliates, subsidiaries and agents, and any entity involved in the production, implementation, promotion, administration or fulfillment of the Promotion, and the individuals living in the same households of each of the above are ineligible to participate in the Promotion. The Promotion consists of one grand prize draw (the "Grand Prize").

### Sponsor:

The "Sponsor" and "Administrator" is: Grouse Mountain Resort Limited, 6400 Nancy Greene Way, North Vancouver, BC, Canada, V7R 4K9.

### Agreement to Official Rules:

By participating in the Promotion, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion.

### Promotion Period:

The Promotion will begin February 1, 2012 at 12:01 a.m. Pacific Standard Time ("PST"), and end at 11:59 p.m. PDT, February 16, 2012 (the "Promotion Period"). The Administrator's computer is the official time keeping device for this Promotion.

### How to Enter:

NO PURCHASE NECESSARY.

To enter,

- Submit an entry via email by sending your name, phone number and digital photo or Instagram image depicting an alpine kiss to [alpinekiss@grousemountain.com](mailto:alpinekiss@grousemountain.com). Submissions will be posted on the Grouse Mountain Facebook Page.



### **Verification of Potential Winners:**

All potential winners are subject to verification by Sponsor/Administrator, whose decisions are final. An entrant is not a winner of any prize, even if the PROMOTION SHOULD so indicate, unless and until entrant's eligibility and the potential Winning ENTRY has been verified and entrant has been notified that verification is complete. Sponsor will not accept other evidence of winning in lieu of its validation process.

All selected potential winners must continue to comply with the terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements detailed in these Official Rules. The potential Grand Prize winner will be notified by email after the date of the random draw. All potential winners will also be required to correctly answer a time-limited skill-testing question without any assistance in order to be eligible to receive the prize. If any potential winner cannot be contacted or fails to answer the skill testing question correctly, such potential winner forfeits the prize. In the event that any potential winner is disqualified or forfeits the prize for any reason, an alternate winner will be selected in a random drawing from among all remaining eligible entries. Unclaimed prizes will not be awarded.

### **Prize:**

One (1) Grand Prize: A dinner for two, cooked by the Observatory at Grouse Mountain's chef in the winner's home. Includes food, wine, table settings, flowers and menu personalization. Winner's home must be located in the Lower Mainland. Prize is available for redemption between February 22, 2012 and October 30, 2012. (Value= \$380.00)

All prizes must be accepted as awarded and are not transferable or convertible to cash.

Total retail value of all prizes: \$380.00. Entries shall be limited to one (1) entry per person and/or e-mail address. If it is discovered that you attempted to enter more than once during the Promotion Period all of your entries will be void.

Only one (1) win per person and/or per e-mail address is allowed.

### **Prize Drawings:**

The Grand Prize will be awarded on February 21, 2012. Potential winners will be notified immediately online and instructed as to how the prize can be claimed. The prize must be claimed by February 25, 2012 or the prize will be forfeited. Before a winner can be declared, the selected entrant must first correctly answer, unaided, a time-limited, arithmetical, skill-testing question to be administered in person or online.

**Odds:**

The odds of being selected as a potential winner depend on the total number of entries received during the corresponding Promotion Period.

**Publicity:**

Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's use of winner's entry, name, likeness, voice, opinions, biographical information, hometown and province for promotional purposes in any media, without further payment or consideration.

**General Conditions:**

All entries become the property of the Sponsor. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. These Official Rules are subject to change without notice in order to comply with any applicable federal, provincial, territorial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.

**Release:**

By participating in this Promotion, and/or receipt of the prize, the applicable winner agrees to release and hold harmless the Sponsor, the Administrator, and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, or infringement of any third party intellectual property rights, arising out of participation in the Promotion, or receipt or use or misuse of any prize, or the use of personal information. Winners must sign declaration and release forms, and such other supporting documentation that the Sponsor may request, to give effect to such release.



### **Limitations of Liability:**

Released Parties are not responsible for and entrants release and hold the Released Parties harmless for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including but not limited to the malfunctioning or interruption of any computer, cable, network, hardware or software; (3) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (4) unauthorized human intervention in any part of the entry process or the Promotion; (5) electronic or human error which may occur in the administration of the Promotion or the processing of entries; (6) late, lost, undeliverable, damaged or stolen mail, or (7) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which injury or damage may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use of misuse of any prize; (8) any liability, including without limitation any claims of infringement, in connection with the Promotion. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in accessing or downloading information in connection with this Promotion. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Prize Drawing, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

### **Governing Law:**

Entrant agrees that under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Province of British Columbia, without giving effect to any choice of law or conflict of law rules (whether of the Province of British Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of British Columbia.

**Entrant's Personal Information:**

The Sponsor will use potential winners' contact information provided for administration of this Promotion only.