

# **Tourism Golden Association**

## **2024/25 Visitor Research Survey Contest Sweepstakes**

### **Rules & Regulations**

#### **No Purchase Required to Enter or Win**

- 1) **ELIGIBILITY:** “The Tourism Golden Association 2024/25 In-Destination Online Visitor Survey and Online Follow-up Survey” Sweepstakes (the "Sweepstakes") is open only to legal residents of Canada (excluding Quebec), United States of America (excluding Florida and New York State), the United Kingdom, Australia and New Zealand who are over the age of majority in their province, state or country of residence or older at the contest start date. Employees of Tourism Golden Association or of other companies associated with the promotion of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.
- 2) **SPONSOR:** The Sweepstakes is sponsored by Tourism Golden Association BC, a British Columbia organization, with an address at 521 9<sup>th</sup> Avenue North, Golden, BC V0A 1H0 (the "Sponsor").
- 3) **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes an entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 4) **ENTRY PERIOD:** The Sweepstakes begins at 12:00:01 AM MST on May 1, 2024 and ends at 11:59:59 PM MST on April 30, 2025 (the "Entry Period"). Entries that are submitted before or after the Entry Period will be disqualified.
- 5) **HOW TO ENTER:**
  - a) **SIGN UP:** Enter the contest by completing all the required information on the Tourism Golden Association 2024/25 in-destination online survey, or the Tourism Golden Association In-Destination Online Follow-up Survey and click ‘submit’.
  - b) Entries are accepted only from persons qualified to complete, and who fully complete the Tourism Golden Association 2024/25 In-Destination Online Visitor Surveys or the Tourism Golden Association In-Destination Online Follow-up Survey
  - c) No purchase is required to enter.
  - d) **FOR ALL ENTRIES:** There is a limit of one (1) entry per person and e-mail address. Additional entries will be disqualified. Any entries attempted using agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.
- 6) **RANDOM DRAWING:**
  - a) Beginning on the 5th day of June, 2024 and continuing on the 5th day of each following month for the duration of the 2024/25 “contest” all completed Tourism Golden Association In-destination online surveys entries from the previous month will be entered into a draw to win one of 2 prizes of a CA\$150 VISA gift cards. This process will be completed each month for the duration of the contest.
  - b) Beginning on the 5th day of August, 2024 all completed Tourism Golden Association In-Destination Online Follow-up Survey surveys will be entered into a quarterly draw to win one of 3 prizes of a CA\$200 VISA gift card. Winners of the Follow-up survey quarterly prize draw will be notified via email for eligible entries submitted in the prior 3 months. Draw dates will occur on August 5, 2024, November 5, 2024, February 5, 2025, & May 5, 2025.
  - c) The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify a potential winner within ten (10) days of a drawing. Selected entrants will be contacted by email, telephone, mail or courier. Sponsor is not responsible for any entrant's change of email, mailing address or telephone number. In order to win, the selected entrants must correctly answer a skill-testing question and all selected entrants must be eligible according to the official rules. In the event a selected entrant cannot be contacted within ten (10) days of prize notification, or if

any prize notification is returned as undeliverable, another selected entrant will be chosen. The winner agrees to release Sponsor from any and all liability for any and all damages related to or resulting from the Sweepstakes or awarded Prizes.

- 7) **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, a potential winner must complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within ten (10) days of notification. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant may be selected in his/her place in a random drawing of all entries received. Up to three (3) alternate entrants may be contacted. If at that point, no entrant has claimed the prize, the prize may not be awarded.
  
- 8) **PRIZES:**
  - a) Monthly prizes consist of two (2) CA\$150 (One Hundred fifty Canadian Dollars) VISA gift cards per month for a total of twenty-four (24) over the duration of the contest.
  - b) Quarterly prizes consist of three (3) CA\$200 (Two Hundred Canadian Dollars) VISA gift card per quarter for a total of twelve (12) over the duration of the contest.
  
- 9) **ALL EXPENSES, COSTS, AND TAXES NOT EXPRESSLY LISTED ABOVE ARE SOLELY THE WINNER'S RESPONSIBILITY.** The approximate combined retail value of all prizes is \$4,400 CDN. The Sponsor will not replace any lost or stolen pre-paid visa cards. The prize is not transferable. **THE PRIZE MAY BE REPORTED AS INCOME TO A WINNER AND THE WINNER MAY BE RESPONSIBLE FOR PAYMENT AND REPORTING OF ALL APPLICABLE TAXES ASSOCIATED WITH THE RECEIPT OF A PRIZE. CONSULT WITH YOUR TAX ADVISOR FOR MORE INFORMATION.**
  
- 10) **PRIVACY AND PUBLICITY:** By entering the Sweepstake, you authorize the transfer of your personal data to Canada for purposes of administration of the Sweepstakes. All information submitted online to the Sponsor as part of this Promotion will be treated in accordance with the Sponsor's Privacy Policy available on the website on which any booking was made. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending request in writing to Tourism Golden Association "The Tourism Golden Association 2024/25 In-Destination Online Visitor Survey Sweepstakes", Box 20181 Golden, BC, V0A 1H0, Canada. Except where prohibited, by entering the Sweepstakes, you grant the Sponsor the right to use your name in conjunction with the publication of any winners list or press release about the Sweepstakes.
  
- 11) **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. The 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to a Facebook account or an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Sweepstakes is subject to federal, state, provincial, and local laws and regulations and is void where prohibited.
  
- 12) **RELEASE AND LIMITATIONS OF LIABILITY:** Except where prohibited, in cases of death or personal injury caused by the negligence of the Sponsor, or in cases of breach by the Sponsor of any of its obligations under these Official Rules, by participating in the Sweepstakes, you agree not to

make any claim against the Sponsor, its members (including but not limited to member hotels or attractions) its affiliates, and their respective officers, directors, employees, and agents (the "Released Parties") relating to your participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt or use of any prize. You further agree to compensate any of the Released Parties if they incur or suffer any loss, damage, or other liability as a result of your negligence or breach of these Official Rules. And you agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

- 13) **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Province of British Columbia, Canada. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Province of British Columbia, without giving effect to any choice of law or conflict of law rules (whether of BC or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than BC.
  
- 14) **SWEEPSTAKES RESULTS:** To request a winners list, send a self-addressed, stamped envelope to Tourism Golden Association "The Tourism Golden Association 2024/25 In-Destination Online Visitor Survey Sweepstakes", Box 20181, Golden, BC V0A 1H0, Canada." Requests must be received within four (4) weeks of the end of the Entry Period.