

1. Eligibility: The Heart of Wine Country™ Holiday Cheer Contest is open to legal residents of Canada, except for Quebec residents, who sign up through the provided QR code. Entrants must be 19 years of age as of their date of entry in this promotion in order to qualify. This giveaway is subject to federal, provincial, and local laws and regulations and void where prohibited by law. The Heart of Wine Country™'s employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the The Heart of Wine Country™ Holiday Cheer Contest.

2. Sponsorship. The sponsor is The Heart of Wine Country™ aka The Okanagan Falls Winery Association ("Sponsor"), located at Box 161 Okanagan Falls, BC V0H 1R0. Sponsor will conduct the Contest substantially as described in these Official Rules.

3. Agreement to Rules: By entering this Contest the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Contest You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this The Heart of Wine Country™ Holiday Cheer Contest.

4. The Heart of Wine Country™ Holiday Cheer Contest Entry Period: This promotion begins on November 18, 2023 at 11 am PST and ends on November 19, 2023 at 11:59 pm PST ("Entry Period"). To be eligible for the Contest, entries must be received within the specified Entry Period.

5. How to Enter: Eligible entrants can enter The Heart of Wine Country™ Holiday Cheer Contest by signing up for our newsletter via the online form via the provided QR code. You may unsubscribe at any point. As a participant, your entry must fully meet all Contest

requirements, as specified in the Official Rules in order to be eligible to win a prize.

Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. You may only enter once.

6. Prizes: The Winner(s) of the The Heart of Wine Country™ Holiday Cheer Contest (the "Winner") will receive a gift package valued at approximately \$400. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, provincial, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law. The prize must be redeemed by December 19, 2023. No extensions will be issued.

7. Odds: The total number of eligible entries received determines the odds of winning.

1. Selection and Notification of Winner: The Winner will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by email, within ten business days following Winner selection. The Sponsor is not responsible for nor shall have any liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall the Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 12 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited, and an alternate Winner may be selected. Receipt of the prize offered in the The Heart of Wine Country™ Holiday Cheer Contest by the Winner is upon the condition of compliance with any and all provincial, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL

BE IMMEDIATELY TERMINATED.

2. Rights Granted by You: By submitting an entry into this [Sweepstakes or Contest], You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensee successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the The Heart of Wine Country™ Holiday Cheer Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

8. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the The Heart of Wine Country™ Holiday Cheer Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the The Heart of Wine Country™ Holiday Cheer Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the The Heart of Wine Country™ Holiday Cheer Contest to void votes for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of The Heart of Wine Country Holiday Cheer Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by

law.

3. Limitation of Liability: Your entry into this Contest constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

4. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF CANADA and BRITISH COLUMBIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in British Columbia having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). The participant waives all rights to have damages multiplied or increased.

5. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy laws of British Columbia.

6. Social Media Channel-Specific Rules: The Contest hosted by Okanagan Falls Winery Association is in no way sponsored, endorsed, administered by, or associated with

Facebook.

7. By entering, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.