

APPLE FEST ADVENTURE - CONTEST RULES

NO PURCHASE IS NECESSARY. VOID WHERE PROHIBITED. EXCLUDES RESIDENTS OF QUEBEC.

The St. George Apple Fest "Adventure" contest (the "Contest") is sponsored and administered by St. George Applefest, 36 Main Street South, St. George, Ontario N0E 1N0 (the "Contest Sponsor").

The Contest consists of one component as described in more detail in these Rules:

Contest draw ("Contest Draw")

Contest Period. The Contest starts at 10:00 a.m. Eastern Standard Time ("EST") on September 18, 2021 and ends at 6:00 p.m. on September 18, 2021 EST (the "Contest Period").

All eligible entries for the Contest Draw portion of the Contest must be received by 6:00 p.m. EST on September 18, 2021 EST (the "Contest Entry Deadline").

Eligibility. The Contest is open to Canadian residents. Eligibility is non-transferable. Residents of Quebec are excluded from the Contest including for certainty the Contest Draw.

Employees, representatives or agents of The Contest Sponsor and any other person in any way involved in the development or administration of this Contest, including employees, representatives or agents and persons domiciled with such persons (such as a members of their immediate families, including spouses, parents, siblings and children, regardless of where they reside), are not eligible to enter the Contest.

All Contest Entries must include an Entrant's first and last name and ten digit telephone number. In the event of a dispute over the identity of an Entrant, a Contest Entry will be deemed submitted by the authorized holder of the phone number.

Limit of one (1) Contest Entry per Entrant. Each Contest Entry, excluding those from an Entrant who is resident of Quebec, will be entered into the Contest Draw.

Contest Entries that are lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular, mechanically reproduced, submitted using robotic, automated, programmed, or illicit means, contain false information, included in a bulk-drop off (e.g. multiple Contest Entries submitted by the same Entrant) or do not conform with or satisfy any or all of the conditions of these Rules, as determined by the Contest Sponsor in its sole and absolute discretion, will be ineligible for the Contest. Entrants assume all risk of damage, lost, late, incomplete, misdirected or illegible Contest Entries. All Contest Entries become the sole property of the Contest Sponsor and will not be returned.

Subject to fulfilling these Rules, an Entrant with an eligible Contest Entry will be eligible to receive one of the following prizes consisting of the following:

- Participants with 10-19 stickers on their St. George Apple Fest Adventure card are eligible to win 1 of 5, \$100.00 gift baskets.
- Participants with 20-29 stickers on their St. George Apple Fest Adventure card are eligible to win 1 of 5, \$200.00 gift baskets.
- Participants with all 30 stickers on their St. George Apple Fest Adventure card are eligible to win 1 of 5, \$400.00 gift baskets.
- Participants with 1-30 stickers on their St. George Apple Fest Adventure card are eligible to win the Grand Prize gift basket.
- No purchase is required to participate.
- No purchase is required to be eligible to win a prize.
- All prizes will be drawn at the South Dumfries Community Centre (St. George Arena) and awarded on September 18, 2021 starting at 6:30pm.
- You do not have to present to win a prize.
- All draw's will be drawn made live on Facebook Live and posted on the St. George Apple Fest and St. George Business Association Facebook page.
- The full names of winner's, which is listed, on the St. George Apple Fest Adventures card will be posted on the St. George Apple Fest Facebook page and the St. George Business Association Facebook page.
- Each participant can win more them once.
- All prize baskets or any item(s) in the baskets that was created by the St. George Apple Fest Committee and can not be exchanged or refunded for cash or other items.
- St. George Apple Fest is not responsible for an unexpected issue and/or injures related to all or any the items in the prize baskets.
- All prizes' winners will be contacted to arrange pick up for their winning basket.
- See Rules and Regulations on the St. George Apple Fest website.

Contest Draw. Random draws from all eligible Contest Entries, excluding residents of Quebec, will be held at approximately 6:30 p.m. EST on September 18, 2021 ("Draw Date") at St. George ON by St. George Apple Fest board members and designated local politicians ("Contest Draw").

The Contest Draw will be conducted by the Contest Sponsor, whose decisions in all matters shall be final. The Entrants whose eligible Contest Draw Entries are selected from the Contest Draw on the Draw Date ("Selected Entrant") will be eligible to receive the prizes listed.

Contest Draw Odds. Odds of winning a prize as part of the Contest Draw depend on the number of eligible Contest Draw Entries received during the Contest Period.

Substitutions: Gift Certificates and Prizes must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise approved in writing by the Contest Sponsor. The prizes are non-refundable, not convertible to cash, except in the Contest Sponsor's sole

discretion. The Contest Sponsor reserves the right, in its sole discretion, to make substitutions of equal or greater value of the Gift Certificates and Prizes, including without limitation, a cash award, if the Gift Certificates and Prizes cannot be awarded as described for any reason.

Award of Prizes. The Selected Entrant will be notified in person or by phone regarding the Prize, using the Entrant's contact information supplied in the Contest Entry.

For the Selected Entrants to be eligible to win, the Selected Entrant must:

respond to the telephone notification from the Contest Sponsor regarding the Prize ("Prize Notification") within seven (7) business days of it being sent; and

have complied with these Rules; and

correctly answer, without assistance of any kind, a time-limited, mathematical skill-testing question; and

complete, execute and return a Full Release of Liability, Consent to Publicity & Indemnity Form ("Form") and any other consent to publicity and waiver of liability forms required by the Contest Sponsor within four (4) business days, which will confirm, among other things, each of the following:

the Selected Entrant has complied with these Contest Rules;

the acceptance of the Prize as awarded; and

consent to the use of the Selected Entrants name(s) to announce the Prize Winners and in connection with the Contest, without further compensation, except where prohibited by law.

In the event of a dispute over the identity of the Selected Entrants, proof of identification must be provided by the Selected Entrants to the Contest Sponsor upon request.

In the event of non-compliance with these Rules, and/or if the Selected Entrant cannot be reached via the contact information provided on the Contest Entry, or the Prize is unclaimed or undeliverable, or the Form is not fully completed, returned and signed by the Selected Entrant, or the mathematical skill-testing question is answered incorrectly, the Prize will be forfeited and an alternate Entrant or Entrants may, in the Contest Sponsor's sole discretion, be selected.

The Selected Entrants will be declared the "Winners" by the Contest Sponsor upon the Contest Sponsor's confirmation that the Selected Entrant has complied with these Rules, and completed and returned a Form signed by the Selected Entrant, including the correct answer for the mathematical skill testing question. Upon being declared a Prize Winner by the Contest Sponsor, the Selected Entrants will receive their Prize.

The Contest Sponsor makes no representations or warranties, express or implied, regarding the

quality or suitability of any of the Gift Certificates and the Prizes. The Prize Winners are solely responsible for the reporting and payment of any taxes related to the receipt by it of the Prize, if applicable.

The Prize Winners may be announced in print or online at www.stgeorgeapplefest.ca, or via social media, in the sole discretion of St. George Apple Fest.

Disclosure of Personal Information. By submitting a Contest Entry, Entrants may disclose certain personal information to the Contest Sponsor ("Personal Information"). If an Entrant discloses his or her Personal Information, the Entrant expressly consents to the collection, use, storage and disclosure of Personal Information by the Contest Sponsor for the purposes of administering the Contest. The Contest Sponsor may use an Entrant's Personal Information to communicate with the Entrant, to fulfill the promotion, to validate a Contest Entry, to promote and advertise the Contest, and announce the Prize Winner of the Contest. For sales and marketing purposes, any Personal Information submitted by an Entrant will be retained indefinitely, provided that there is an existing business relationship between the Contest Sponsor and the Entrant. Any Personal Information disclosed by an Entrant to the Contest Sponsor will be treated in accordance with the Contest Sponsor's privacy policy, a copy of which can be found at www.stgeorgeapplefest.ca/privacy-policy.

Release. By entering the Contest, Entrants agree to release and hold harmless The Contest Sponsor, their affiliates (including, without limitation, any parent, sister and subsidiary companies), suppliers of materials or services related to the Contest, and other parties in any way involved in the development or administration of this Contest (including advertising and promotional agencies, public relations agencies), and all of their respective employees, directors, officers, shareholders, agents, partners, licensees, successors and assigns (collectively the "Releasees") from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims, liabilities, demand or damages (including legal fees and expenses), of any nature or kind, including but not limited to personal injury, death, or damage to or loss of property, arising out of, or in connection with your participation or attempted participation in the Contest, or the awarding, use or misuse of a Gift Certificate or the Prizes (including any travel or activity related thereto), including as set out below in the Limitation of Liability section of these Contest Rules.

Indemnity. The Prize Winners will indemnify and hold harmless the Contest Sponsor and its parent, affiliated or related companies, subsidiaries, divisions, directors, officers, employees, agents, advertising and promotional agencies, suppliers and their successors and assigns, against any claims, including, without limitation, third party claims, expenses, costs, loss, injury or damage of any kind including but not limited to personal injury, bodily injury, disability or death, or property damage, resulting from entry in the Contest, selection of an Entrant, declaration of a Prize Winner, acceptance, use or misuse of a Gift Certificate or Prize, administration of the Contest or any Contest-related activity or the Contest Sponsor's collection, storage, use and disclosure of Prize Winner's Personal Information, or any combination of the foregoing.

Limitation of Liability. Without limiting the generality of the forgoing, Releasees are not responsible for: (1) the incorrect or inaccurate capture of entry information; (2) late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete Contest Entries, or Contest Entries that are altered or otherwise irregular, mechanically reproduced, submitted using robotic, automated, programmed, or through illicit means, included in a bulk-drop off, or contain false information, or do not conform with or satisfy any or all of the conditions of the Contest Rules, as determined by the Contest Sponsor in its sole and absolute discretion; (3) any failure of, errors, or problems with websites associated with the Contest, including any website feature, howsoever caused; (4) traffic congestion on the Internet and any postal delays, strikes or failures; (5) injury or damage to an entrant's or any other person's computer related to or resulting from participating in the Contest; (6) any website functionality lost due to not having cookies enabled; (7) any errors, omissions, incorrect or inaccurate information in any Contest-related materials howsoever caused; (8) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (9) any injury or damage to persons which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt, use or misuse of a Gift Certificate or any component of the Prize (including any travel/activity related thereto).

Conduct. By participating in the Contest, each Entrant acknowledges and agrees that they have read and understood these Rules and agrees to abide and be bound by them and all decisions of the Contest Sponsor which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of a Prize.

The Contest Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) at any time, without individual notice and in any way, for any reason whatsoever, including in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Contest Sponsors that interferes with the proper conduct of this Contest as contemplated by these Rules. The Contest Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entrant that it finds to be: (1) violating the Rules; (2) tampering or attempting to tamper with the entry process or the operation of the Contest; (3) acting in an unsportsmanlike or disruptive manner; or (4) attempting to undermine the legitimate operation of the Contest. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION ASSOCIATED WITH THIS PROMOTION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE PROMOTION SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE CONTESTS.

The Contest Sponsors reserve the right to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

Intellectual Property Warranties, Representations and Licenses. Contest Entries, including

Reviews, become the property of the Contest Sponsor and will not be returned to Entrants.

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

General Conditions. This Contest will be run in accordance with these Rules, subject to amendment by the Contest Sponsor. The Rules are available at StGeorgeApplefest.ca. Contest is void where prohibited by law and is subject to all applicable laws and regulations. To the extent permitted by law, any dispute arising from this Contest will be determined according to the laws of the Province of Ontario, without reference to its conflict of law principles, and each Entrant consents to the personal jurisdiction of the courts located in Brantford or Brant County, Ontario and agrees that such courts have exclusive jurisdiction over all such disputes.

FOOTER

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. Please visit StGeorgeApplefest.ca for the Official Contest Rules. The Apple Fest Adventure Contest is sponsored by St. George Apple Fest, and begins at 10 AM EST on September 18, 2021 and ends at 6:00 PM EST on September 18, 2021. Open to Canadian residents, excluding Quebec residents. Contest entries will be entered into the contest draw for the Prizes outlined.

Prizes. The entrant whose contest entry is selected from the contest draw must confirm compliance with the Official Contest Rules, sign a release of liability, consent to publicity & indemnity form and correctly answer the mathematical skill testing question. Odds of winning the prizes depend on the number of eligible contest draw entries received.