

‘Lobster-licious’ Gourmet Getaway Contest
Official Rules and Regulations
(‘Official Contest Rules’)

*These are the official rules and regulations **governing ‘Lobster-licious’ Contest.***

1. ‘Lobster-licious’ Gourmet Getaway Contest (the “Contest”), sponsored by Destination Cape Breton Association commences at **12:00 am AST on June 17, 2022, and concludes at 4:00 pm AST on July 18, 2022,** (the “Contest Entry Period”).
2. How to Enter:
 - a. Download the **‘Lobster-licious App’**
 - b. For every featured lobster dish purchased at our participating food establishments, you will be offered the chance to scan a QR code at the time of purchase with this app. Use SCAN A CODE to scan the code when presented.
 - c. When scanned, your new digital stamp will appear in a list in MY PASSPORT. Every qualifying dish purchase is eligible for a stamp. 3 STAMPS gives you your first automatic entry into the Contest. Every stamp after the first three will qualify you for an additional entry.

All entries (“Entries” or an “Entry”) become the property of the Sponsor and will not be acknowledged or returned.

3. The Contest is open to all residents of Canada and the United States (excluding areas where prohibited by law) who are 19 years of age or older at the time of entry, except the Contest is not open to employees of Destination Cape Breton Association or its affiliates, subsidiaries, advertising or promotional agencies, or immediate family members of such employees (defined as parents, siblings, children, and spouses, regardless of where they live), or anyone who is domiciled with such employees. The Contest is subject to all applicable federal, provincial, and local laws and regulations and is void where prohibited.
4. Entrants who have entered through fraudulent means or who have provided false or misleading information will be disqualified.
5. There is one prize package available to be won: **‘Lobster-licious’ Gourmet Getaway Prize Package.** ‘Lobster-licious’ Gourmet Getaway Prize Package is based on

availability at the time of booking and can be used during the 2022 or 2023 Tourism Season. It must be utilized before the end of the **2023 Tourism Season**.

6. **'Lobster-licious' Gourmet Getaway Prize Package* includes:**
- One night accommodation for two at The Lakes at Ben Eoin
 - Breakfast and dinner for two at The Lakes at Ben Eoin
 - One night accommodation for two at Island Sunset Resort
 - Dinner for two at Wood Road
 - All taxes and accommodation levy fees (gratuities not included).
 - Valued at **over \$2,000**

**subject to availability*

Any additional costs and/or fees incurred by the winner and/or the accompanying traveler are the sole responsibility of the winner and/or accompanying traveler. Meals, beverages and incidentals are not included in the prize package other than what is listed above.

The Sponsor makes no warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of 'Lobster-licious' Gourmet Getaway Prize Package and any travel related thereto.

7. 'Lobster-licious' Gourmet Getaway Prize Package is subject to the conditions, restrictions, expiry dates, requirements and regulations noted on the prize certificates and are applicable at the time of delivery and use. 'Lobster-licious' Gourmet Getaway Prize Package is not transferable or sub-dividable and will be awarded to one confirmed winner only. "Lobster-licious' Gourmet Getaway Prize Package is not convertible to cash, will not be substituted, and must be accepted as awarded. **Unused portions of the prize package are forfeited at the end of the 2023 Tourism Season.**
8. A random, electronic draw will be made by a Destination Cape Breton Association employee in Sydney, Nova Scotia on **Friday, July 29, 2022, at 4:00 pm AST** from all eligible entries received during the Contest Period. The odds of winning the 'Prize' depends on the total number of eligible entries received for the Contest during the Contest Period.
9. The Sponsor will attempt to contact the winner of 'Lobster-licious' Gourmet Getaway Prize Package via phone for approximately two (2) weeks following the selection process, between 9:00 am Atlantic and 8:00 pm Atlantic. If the Sponsor

is unable to make contact with the selected winner after five (5) attempts, the selected winner will be disqualified from the Contest, rendering the selection null and void, and another winner will be chosen from the remaining eligible entries received during the Contest Period. The Sponsor will then attempt to contact the newly selected winner as described above. This procedure will be repeated until contact has been made with a selected winner within the designated time.

10. To win the 'Lobster-licious' Gourmet Getaway Prize Package, the selected winners must meet all of the following conditions:
 - (a) The winner must provide proof of identification;
 - (b) The winner will be required to sign and return the Contest Winner Form sent to the winner via email that declares they have read the Contest Rules & Regulations and are accepting the prize and all the terms that go with doing so. The signed Form must be returned to the Sponsor at the Destination Cape Breton Association office via email within **7 days** from the date the Form is sent to the winner via email; and
 - (c) The winner must otherwise comply with these Official Contest Rules.

In the event the selected winner fails to satisfy any of the above conditions or cannot accept 'Lobster-licious' Gourmet Getaway Prize Package for any reason whatsoever, then the prize package will be forfeited and will not be awarded to any further entrants.

11. By accepting 'Lobster-licious' Prize Package, the winner agrees that the Sponsor and its designates may use his/her name, village/town/city of residence, and/or photograph to announce the winner of the Contest and for advertising and publicity purposes without compensation.
12. **By participating in the Contest, all entrants:**
 - (a) Declare that they have read, understood, and complied with these Official Contest Rules;
 - (b) Agree to abide by all decisions of Destination Cape Breton Association regarding any aspect of the Contest, whose decisions shall be final and binding; and
 - (c) Agree to release, discharge, and hold harmless Destination Cape Breton Association and its respective subsidiaries, affiliates, officers, directors, and employees, including their promotional agencies, from any and all liability, claims, or damages arising out of their participation in the Contest and the acceptance or use, misuse, or possession of any prize awarded under the Contest online.

13. By participating in the Contest, entrants' consent to the Sponsor's collection, use and disclosure of the entrant's personal information provided on the entry for the administration of the Contest. The entrants also consent to the Sponsor's collection, use and disclosure of the entrant's personal information provided on the entry in aggregated form, in order to create reports regarding entrant demographics, which reports the Sponsor may, in its sole discretion, use and disclose to others for the purpose of governance and accountability. The Sponsor will not otherwise sell or disclose entrants' personal information.
14. The Sponsor and each of its respective affiliated and associated persons and entities, are not responsible or liable, jointly or severally, for any of the following: erroneous, damaged, destroyed, lost, late, incomplete, illegible, incorrectly addressed or misdirected entries, regardless of the cause; failure for any reason whatsoever of selected entrants to receive notification of prize package; or malfunctions or errors that may occur, regardless of the cause.
15. This Contest is governed exclusively by the laws of the Province of Nova Scotia, Canada, and all disputes arising therefrom are subject to the sole jurisdiction of the Courts of Nova Scotia without regard to any conflicts of law.