

Gretzky #GiveGreatly Contest

CONTEST RULES AND REGULATIONS

Open to residents of Canada (excluding Quebec)

NO PURCHASE IS NECESSARY. By entering this Contest (defined below), entrants agree to abide by these Contest rules and regulations (the “Official Rules”). The decisions of the Sponsor (as defined below) with respect to all aspects of the Contest are final. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. You understand that you are providing your information to the Sponsor and not to Facebook or Instagram. The information you provide will only be used to administer the Contest in accordance with the Sponsor’s privacy policy and will only be used by the Sponsor in connection with publicity relating to the Contest. Facebook or Instagram are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook or Instagram.

- 1. SPONSOR & CONTEST PERIOD:** The Gretzky #GiveGreatly Contest (the “Contest”) is sponsored by Andrew Peller Limited (the “Sponsor”). The Contest commences at 10:00:00 AM Eastern Time (“ET”) on November 19, 2018 and will end at 11:59:59 PM ET on December 23, 2018 (the “Contest Period”). All times are Eastern Times.
- 2. ELIGIBILITY:** To enter the Contest and be eligible to win a Prize (see rule 6), a person (“Entrant”) must, at the time of entry, be a legal resident of Canada (excluding Quebec) who is twenty-one (21) years of age or older. Specifically excluded from entering the Contest are: (i) employees, shareholders, officers, directors, agents, representatives, and advertising and promotional agencies of the Sponsor, and each of its subsidiaries and affiliates (the “Promotion Parties”); and (ii) a member of any such person’s immediate family (regardless of where they live) or persons with whom they are domiciled (whether related to the person or not). Additionally, residents who are wholesalers, suppliers, distributors and retailers of alcoholic beverage licensees (collectively, “Licensees”) and immediate family members and/or those living in the same household of any of the Licensees are not eligible to participate. In these Official Rules, “immediate family” includes mother, father, brothers, sisters, sons, daughters, partner or spouse.
- 3. HOW TO ENTER:**

To enter the Contest, you need to be or become a registered user of www.Facebook.com (“Facebook”) or www.Instagram.com (“Instagram”). If you do not have an account, go to www.Facebook.com or www.Instagram.com to create one. Facebook and Instagram accounts are free. By submitting your information and creating a Facebook or Instagram account, you agree to the Facebook or Instagram Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create a Facebook or Instagram account, or participate in this Contest. Additionally, to enter via Instagram, your account must be set to public. By using Facebook or Instagram through a wireless mobile device, standard text messaging and/or data rates may apply for each message sent or received from your device. Other charges may also be applied by your wireless carrier (consult your wireless plan for details before participating via wireless mobile device).

No Purchase is Necessary. There are two (2) methods of entry into the Contest and they are as follows:

- I. **FACEBOOK:** During the Contest Period, Sponsor will post a Contest Facebook post (the “**Facebook Post**”) to <https://www.facebook.com/WayneGretzkyEstates/> (the “**Facebook Page**”). To enter the Contest, you must click on the “comment” icon below the Facebook Post with who would be your top picks in your “Holiday Fantasy Team” by entering the first name or nickname of three (3) of your friends or family who are 21 years of age or older (the “**Comment**”). Entrants are responsible for obtaining consent from his/her family/friends to post their name. Then, click “post” and your Comment will be posted to the Facebook Page and you will receive one (1) entry into the Contest (subject to compliance with these Official Rules). You are not required to “Tag” your friends/family in the Comment and doing so will not increase your odds of winning. Entrants are subject to Facebook’s statement of rights and responsibilities; these can be found at <https://www.facebook.com/legal/terms>. Sponsor is not responsible in any way for any decisions Facebook makes regarding the Entrant's account with Facebook.

Limit one (1) entry via the Facebook method of entry. Anyone found to use multiple Facebook accounts to enter the Contest will be ineligible. Anyone found “spamming” by posting multiple updates or comments or by posting duplicates to the Facebook Page or the Facebook Post will be disqualified.

- II. **INSTAGRAM:** During the Contest Period, Sponsor will post a Contest Instagram post (the “**Instagram Post**”) to Sponsor’s Instagram account @gretzkyestates (the “**Instagram Account**”). To enter the Contest, you must first follow the Sponsor’s Instagram Account (if you are not already). Next, click on the “comment” icon below the Instagram Post and tag/mention three (3) of your friends or family who are 21 years of age or older who would be your top picks in your “Holiday Fantasy Team” (the “**Comment**”). Entrants are responsible for obtaining consent from his/her family/friends to tag them. Then, click “post” and your Comment will be posted to the Instagram Post and you will received one (1) entry into the Contest (subject to compliance with these Official Rules). Entrants are subject to Instagram’s Terms of Use; these can be found at <https://help.instagram.com/478745558852511>. Sponsor is not responsible in any way for any decisions Instagram makes regarding the Entrant's account with Instagram.

Limit one (1) entry via the Instagram method of entry. Anyone found to use multiple Instagram accounts to enter the Contest will be ineligible. Anyone found “spamming” by posting multiple updates or comments or by posting duplicates to the Sponsor’s Instagram Post will be disqualified.

Do not include any additional personal information about any friend/family that you tag/mention in your Comment or otherwise include any reference to or likeness of identifiable third parties, unless consent has been obtained from all such individuals and such individuals are twenty-one (21) years of age or older.

By posting a Comment, you affirm that you have read, understand and agree to these Official Rules. Entrants understand that they are posting at their sole risk. Sponsor is not responsible for any claims arising from a comment, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective social media site’s terms and conditions.

4. **ENTRIES:** Limit of one (1) entry per social media platform per person during the Contest Period for a maximum total of two (2) entries. You may only use one (1) Facebook account and one (1) Instagram account to enter the Contest and must be following the Sponsor’s Instagram Account (as applicable) at

the time of entry. Any person who is found to have entered in a fashion not sanctioned by these Official Rules and/or who has submitted more than the number of entries permitted by these Official Rules will be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete entries, which will be void. All entries become the property of the Sponsor upon receipt and none will be returned. Proof of posting an entry is not proof of receipt by Sponsor. Entries must be received during the Contest Period in order to be entered into the prize draw (see rule 7). In the event an Entrant posts inappropriate content, in the sole discretion of the Sponsor, he or she will be disqualified. Any Entries that do not satisfy the requirements set out in rule 5 will be removed and be ineligible for entry into the Contest.

5. FORMAT AND CONTENT:

I. EACH ENTRY:

- a.** Must be in English;
- b.** Must be no more than 150 words in length;
- c.** Must be submitted as a comment to the Facebook Post or Instagram Post;
- d.** Must tag/mention three (3) friends or family in the Comment section of the Instagram Post (if applicable);
- e.** Must name three (3) friends or family in the Comment section of the Facebook Post (if applicable);
- f.** Must not be based on another person's comment;
- g.** Must comply with Facebook's statement of rights and responsibilities or Instagram terms of use (as applicable);
- h.** Must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons;
- i.** Must not contain any nude, sexually explicit, disparaging, discriminatory, libelous or other inappropriate content of any kind whatsoever;
- j.** Must not contain any content that promotes any product or service other than that of the Sponsor;
- k.** Must not contain any language suggesting or encouraging illegal activity;
- l.** Must not contain anything that infringes or that may infringe anyone's rights, including intellectual property rights;
- m.** Must not contain any copyrighted works (other than as owned by the eligible Entrant) or third party content that may be subject to and protected by intellectual property laws, including but not limited to music, artwork, video and photographs;
- n.** Must contain entirely original materials that have never before been distributed, shown publicly or published, or selected as a winner in any other Contest;
- o.** Must not contain any identifiable third party products and/or trade-marks, brands, logos or copyright, other than those of the Sponsor.
- p.** Must otherwise comply with the Official Rules;

Sponsor may, in its sole discretion, alter or remove any Comment that is not in compliance with these Official Rules. Entries that are incomplete or generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules will be void. Multiple entrants are not permitted to share the same social media account or email addresses. Sponsor reserves the right to waive the entry requirements in its reasonable discretion.

6. **PRIZE:** There is one (1) Prize available to be won (the “**Prize**”) consisting of a trip for four (4) people (winner and up to three (3) guests) to a U.S or Canadian City to be determined at the sole discretion of Sponsor (the “**Selected City**”) for four (4) days/three (3) nights to attend a 2018-2019 regular season Edmonton Oilers game and a meet and greet with Wayne Gretzky (the “**Trip**”). Each Prize includes:
- round trip economy air fare for the winner and up to three (3) guests (the “**Guests**”) from the international airport closest to the Prize winner's place of residence (as determined at the sole discretion of Sponsor) (hereinafter referred to as the “**Departure Point**”) to the Selected City. In the event that the winner lives within a 300 kilometer radius of the Selected City, this portion of the Prize will not be awarded with no further obligation to the Prize winner;
 - three (3) nights’ accommodation (based on two (2) rooms; double occupancy) in a four (4) to five (5) star hotel in the Selected City as chosen by the Contest Sponsor at its sole discretion;
 - **\$1,000.00 USD or CDN (depending on the location of the Selected City)** in spending money in the form of a cheque made payable to the Prize winner;
 - a meet and greet with Wayne Gretzky; and
 - four (4) tickets to a 2018-2019 regular season Edmonton Oilers game in the Selected City on a date as selected by the Sponsor.

The total approximate retail value of the Prize is \$10,000.00 (CAD) based on a Toronto Departure Point and Los Angeles as the Selected City. The actual value may vary depending on the Departure Point and the Selected City. The Selected Entrant (defined below) may elect to receive a cash prize of \$10,000.00 CAD in lieu of the trip as described above, which will be issued in the form of a cheque made payable to the confirmed Winner as his/her name appears on the Release Form (See rule 8).

The prize as chosen by the Selected Entrant is referred to in these rules as the “Prize”. The Selected Entrant must advise the Sponsor of their selection of Prize within five (5) days of being confirmed the Winner.

The Prize winner and, where applicable, their Guest(s) are solely responsible for all costs not expressly described herein, including, without limitation, as applicable, taxes, fuel/currency surcharges, additional meals and beverages, all in-room service charges, gratuities, merchandise, telephone calls, travel and medical insurance, airport or baggage fees of any kind, any required travel documentation, all personal expenses of any kind or nature, and any overnight layover. All travel arrangements must be made through the Sponsor or its designated agent(s). The international airport from the Departure Point, departure dates and accommodation are subject to availability and change without notice or compensation at the sole discretion of the Sponsor. It is the sole responsibility of the Prize winner and their Guests to obtain all necessary travel documentation, including, without limitation, passports and visas (as applicable), and to comply with any customs and immigration requirements (as applicable). The Prize winner and their Guest(s) must be available to travel during the 2018-2019 Edmonton Oilers hockey regular season on the dates determined at the sole discretion of the Sponsor, otherwise the Prize will be forfeited. Exact travel dates will be provided by the Sponsor during the selection process. The Sponsor reserves the right to change the month of travel and travel arrangements at its sole discretion depending on Prize availability. It is recommended that the winner and his/her Guests obtain sufficient personal insurance prior to departure, which is the responsibility of the winner and Guest(s). Before being able to participate in the Prize, the Guest(s) will be required to sign and return within the time stipulated by the Sponsor, a full declaration and release form stating that, among other things, he/she has read and understood these Official Rules, grants all consents required, accepts to participate in the Prize as offered and releases the Releasees (defined below) from any and all liability of any kind arising out of the Guest’s participation in the Prize, including, without limitation, all travel related thereto. Guest(s) of the winner must be twenty-one (21) years of age or older at the time of execution of the Guest release form in order to participate in the Prize. The winner and their Guests must travel on the identical itinerary. Travel must originate from and end at the same airport. No change in travel arrangements can be made by a winner once his/her booking has been confirmed. The Prize may not be used towards any type of frequent flyer mileage, or other reward point

accumulation program. NOTE: The Prize winner may be required to present a valid major credit card in their name at the time of hotel check-in to cover any incidental expenses. In the event that the winner is unable to redeem any or all of the Prize components due to reasons beyond the control of the Sponsor, no compensation or substitute prize component will be provided. No compensation will be made if trip is cancelled due to failure to obtain necessary travel documents. Further, if the Selected City is located in the United States, no compensation will be made in the case that a winner or his/her travel guest(s) is denied entry to the United States by Customs and Border Protection or other authority. The Prize must be accepted as awarded without substitution and is not transferable (except at the discretion of the Sponsor). The Prize may not be redeemed for cash or credit, in whole or in part other than as set out in these Official Rules. The Sponsor is not responsible if any related event is delayed, postponed or cancelled for any reason and the winner will not be reimbursed for any portion of the Prize that may become unavailable once travel arrangements have commenced. Sponsor reserves the right to cancel or terminate the award of the Prize or any component of the Prize in the event that the Prize winner and/or his/her Guest(s) engages in a non-sportsmanlike or disruptive behaviour, or behaviour with intent to annoy, abuse, threaten or harass any other person. Under no circumstance may any portion, component or element of the Prize be resold or offered for resale by the Prize winner or any other person. Other restrictions may apply. The Sponsor reserves the right to substitute a Prize or any component of the Prize for a prize of equal or greater value.

7. **PRIZE DRAW:** One (1) random draw will take place at the independent contest organization in Oakville, ON at 10:00:00 AM ET on January 2, 2019 (the “**Draw Date**”) from among all eligible entries received by to determine the selected entrant (the “**Selected Entrant**”). Odds of winning the Prize depend on the total number of eligible entries received during the Contest Period. The Sponsor will attempt to contact the Selected Entrant by sending a direct private message to the Selected Entrant’s Instagram or Facebook account (depending on the method of entry) or via a reply to their Comment associated with the potential winning entry within one (1) business day of the Draw Date. For the purposes of these Official Rules, a “business day” is any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario. The Selected Entrant associated with the selected Facebook account or Instagram account will then be asked to reply to the potential winner notification within two (2) business days so that the proper documentation can be issued (see below) and so that a skill testing question can be administered.

8. **WINNER NOTIFICATION**

To be declared the Prize winner, the Selected Entrant must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing question. The Selected Entrant will also be required to sign a Declaration and Release Form (the “**Release Form**”) which (among other things): (a) confirms compliance with these Official Rules including eligibility requirements; (b) acknowledges acceptance of the Prize as awarded; (c) releases the Promotion Parties and each of their respective agents and associated companies and each of their respective officers, directors, employees, successors and assigns (collectively, the “**Releasees**”) from any and all liability in connection with this Contest, the potential Prize winner’s participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (d) confirms agreement to the publication, reproduction and/or other use of the potential Prize winner’s name, address, voice, statements about the Contest, photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast and the internet. The Release Form must be returned within five (5) business days of notification or the Prize may be forfeited. The Sponsor shall have no liability if the notification is lost, intercepted or not received by the Selected Entrant for any reason including but not limited to if the Notification is returned as unclaimed or undeliverable. If the Selected Entrant (a) does not reply as directed with his/her contact information within two (2) business days; (b) cannot be reached by telephone and/or email within five (5) business days of the first notification; (c) fails to correctly answer the skill testing question; or (d) fails to return the properly executed Release Form within the specified time, then he/she will be disqualified and another Selected Entrant will be randomly selected until such time as contact is

made by telephone and/or email with a Selected Entrant or there are no more eligible Entries, whichever comes first. If a Selected Entrant is found to be ineligible for, or declines the Prize for any reason prior to award, the Selected Entrant will be disqualified and an alternate potential winner will be randomly selected. If a Selected Entrant is determined to be less than twenty-one (21) years of age (or otherwise ineligible to participate in accordance with these Official Rules), then the Selected Entrant will be disqualified and an alternate Selected Entrant will be selected. Upon receipt of the completed Release Form and of the skill testing question correctly answered, the Prize will be coordinated with the Winner by the Sponsor within four (4) to six (6) weeks.

9. **GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants agree that the Releasees (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity or from Entrants' acceptance, receipt, possession and/or use or misuse of any Prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any Prize, including, without limitation, to such Prize's quality or fitness for a particular purpose. The Releasees assume no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen entries, email or mail or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No illegible, incomplete, software-generated or other automated multiple entries will be accepted. The Sponsor reserves the right to cancel, modify, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest. In the event the Sponsor is prevented from awarding a Prize or continuing with the Contest as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any province or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated or suspended before the end of the Contest Period, notice thereof will be posted on the Facebook Contest Website and the Instagram Account and the Sponsor will (if possible) select winner(s) in a random drawing or drawings from all eligible, non-suspect entries legitimately received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor reserves the right to correct clerical or typographical errors in promotional materials or these rules.

10. By entering and/or accepting a Prize, the winner consents to the use of his/her name, address (city and province/territory) and/or photograph without further compensation, in connection with any publicity carried out by or on behalf of the Sponsor with respect to this Contest, except to the extent prohibited by law.
11. By entering and/or accepting a Prize, entrants agree that the Contest shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and only an Ontario court of competent jurisdiction shall have jurisdiction and venue over controversies arising out of, or relating to, the Contest.
12. All entries become the permanent property of the Sponsor and none will be returned. This Contest is subject to all applicable provincial, territorial and local laws.
13. The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Sponsor and its affiliates. By entering the Contest, all entrants consent to the manner of collection, use and disclosure of personal information as set out in the Sponsor's privacy policy, which is available at <http://www.gretzkyestateswines.com/privacy/>.
14. **Sponsor. The Sponsor of the Contest is: Andrew Peller Limited - 697 South Service Road, Grimsby, Ontario L3M 4E8**