

No Purchase Required to Enter or Win

1. **ELIGIBILITY:** The Tourism Vancouver Gourmet Vancouver Sweepstakes (the “Sweepstakes”) is open only to legal residents of forty nine (49) United States (including the District of Columbia) (excluding Florida) and Canada (excluding Quebec), who are at least twenty-one (21) years of age. Employees of Tourism Vancouver 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 Vancouver, a British Columbia organization, with an address at 200 Burrard Street, Suite 210, Vancouver, BC V6C 3L6 (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 PT on November 1, 2009 and ends at 11:59:59 PM PT on December 15, 2009 (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 filling out the form at <http://www.tourismvancouver.com/visitors/culinarysweepstakes>. No purchase required to enter.
 - b. **FOR ALL ENTRIES:** There is a limit of one (1) entry per person and e-mail address, regardless of method of entry or number of reservations made. Additional entries will be disqualified. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.
6. **DRAWING:** On or about December 18, 2009, the Sponsor will select one winner in a random drawing of all entries received. 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.
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 five (5) alternate entrants may be contacted. If at that point, no entrant has claimed the prize, the prize may not be awarded.

8. **PRIZE:** One (1) winner will receive a trip for two (2) to Vancouver. The prize includes: (a) double-occupancy accommodations for four (4) nights at The Fairmont Waterfront Hotel; (b) four (4) breakfasts in the Hotel Restaurant; (c) a \$500CAD Gift Certificate to Top Table Restaurants, Inc, valid for four (4) Vancouver area restaurants; (d) a float-plane sightseeing tour for two (2) to a Gulf Islands winery, with West Coast Air; (e) a Granville Island sightseeing tour for two (2) with Edible British Columbia; and (f) a cooking class for two (2) with Quince. ALL EXPENSES, COSTS, AND TAXES NOT EXPRESSLY LISTED ABOVE ARE SOLELY THE WINNER'S RESPONSIBILITY. The approximate retail value of the prize is \$5,000 CAD (\$4,850 USD). The actual value may vary based on point of departure and currency exchange rates. Any legal documentation required for travel, including, but not limited to, valid passports and/or visas, shall be the responsibility of the winner and his/her travel companion. No refund or compensation will be made in the event of the cancellation or delay of any flight or event. The Sponsor will not replace any lost or stolen tickets. The prize is not transferable. No cash or other substitution is allowed except by the Sponsor who may substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the advertised prize becomes unavailable, as determined by the Sponsor in its sole discretion. The winner and travel companion must travel on the same itinerary and the travel companion will be required to sign a liability/publicity release prior to travel. If a travel companion is a minor, his/her parent or legal guardian must sign the release on his/her behalf. 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.

9. **PRIVACY AND PUBLICITY:** By entering the Sweepstakes online, 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 an e-mail to Tourism Vancouver 2010 Sweepstakes, #210 – 200 Burrard Street, Vancouver, BC V6C 3L6, 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.

10. **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 reserve 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 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.

11. **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 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.
12. **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.

13. **SWEEPSTAKES RESULTS:** To request a winners list, send a self-addressed, stamped envelope to “Tourism Vancouver Gourmet Vancouver, #210 – 200 Burrard Street, Vancouver, BC V6C 3L6, Canada.” Requests must be received within four (4) weeks of the end of the Entry Period.