

**NO PURCHASE NECESSARY.** "Enter to win a \$1000 Visa gift card toward your very own sustainable OktoberFetz celebration from Fetzter Vineyards" begins on 09/05/2023 and ends on 10/09/2023 at 11:59:59 pm EST. Open to legal residents of Canada who are of legal drinking age in their province of residence at the time of entry. Limit 1 Entry per person. See Official Rules at [www.escaladecontests.ca/OktoberFetz](http://www.escaladecontests.ca/OktoberFetz) for full eligibility restrictions, Grand Prize description, and complete details. Sponsor: Escalade Wine & Spirits. Void where prohibited.

Enter to win a \$1000 Visa gift card toward your very own sustainable OktoberFetz celebration from Fetzter Vineyards.

### Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.  
VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The following promotion is intended for participants in Canada. The Promotion shall be construed and evaluated according to the laws of Canada. Further eligibility restrictions are contained in the Official Rules below.

**1. DESCRIPTION:** Internet access required.

The "Enter to win a \$1000 Visa gift card toward your very own sustainable OktoberFetz celebration from Fetzter Vineyards" promotion (the "**Promotion**") begins on Tuesday, September 5, 2023, and ends on Sunday, October 9, 2023, at 11:59:59 pm Eastern Time ("**ET**") ("**Promotion Period**"). The sponsor of this Promotion is Charton Hobbs, dba Escalade Wine & Spirits, 5006 Timberlea Blvd., Suite 1, Mississauga, ON L4W 5CG ("**Sponsor**").

**2. ELIGIBILITY:** Promotion is open only to legal residents of Canada (each an "**Entrant**" and collectively "**Entrants**"). Entrants must have reached the legal drinking age in the province in which they reside as of Monday, September 4, 2023. Entrants must be the rightful owner (or have authorized use) of the email address identified on the entry form. Employees, owners, officers and directors of Sponsor, and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion and advertising agencies; employees and contractors of the provincial liquor agencies, liquor licensees; together with the immediate family members and/or those living in the same household of such persons (collectively, "**Household Members**"), are not eligible to participate in the Promotion. For purposes of the Promotion "**Household Members**" shall mean those people who share the same residence at least three months a year; "**Immediate Family Members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. In the event of a dispute over the identity of an Entrant or potential winner in the Promotion, the Entrant or potential winner will be deemed the authorized account holder of the email address associated with the entry. "**Authorized Account Holder**" is defined as the natural person in whose name the e-mail account was opened. In the event a dispute regarding the identity of an Entrant or potential winner

cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Entries will not be acknowledged except as provided herein. Promotion Grand Prize is non-transferable and cannot be substituted, sold or bartered. Void where prohibited or restricted by law.

**3. HOW TO ENTER:** Eligible Entrants may enter the Promotion by visiting [www.escaladecontests.ca/OktoberFetz](http://www.escaladecontests.ca/OktoberFetz) (the "**Promotion Homepage**") and following the on-screen instructions to access the registration form. Entrants must provide all the information requested, including but not limited to Entrant's first name, last name, email address, and province, and then click "Enter" to receive one (1) entry into the Promotion. Limit of one (1) entry per person. If entries exceed the entry limitations, the Entrant may be disqualified, at the Sponsor's sole discretion. Entries generated by a script, macro or other automated means will be disqualified. Incomplete, unreadable, or unintelligible entries will be disqualified. All information provided by Entrants becomes the property of Sponsor. Participation in the Promotion constitutes Entrant's understanding of full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision of the Official Rules generally. Entries must be received in accordance with these Official Rules. **Sponsor has the right to change the Promotion Period, and all other dates or deadlines set in connection with this Promotion, at any time and in its sole discretion.**

**4. ODDS:** Odds of winning depend on the number of eligible entries received during the Promotion Period.

**5. WINNER SELECTION AND NOTIFICATION:** At the conclusion of the Promotion Period, One (1) potential Grand Prize winner will be selected via random drawing from all eligible Entries received. The potential winners will be notified by email, via the email address provided on the registration form. The potential winners are responsible for checking their spam filter. Each potential winner will be required to respond (as directed) to the notification within three (3) days (or a shorter time if required by exigencies) of attempted notification. The failure to respond within the stated time period may result in forfeiture of the Grand Prize. The potential winners will be required to verify address, sign, and return within three (3) days of initial notification a Declaration and Liability/Publicity Release ("**Prize Claim Form**") releasing the Sponsor from any liability in connection with this Promotion or the acceptance, possession, use or misuse of the Grand Prize, prior to receiving the Grand Prize, as detailed below. Additionally, as a condition of receiving any prize, each potential Grand Prize winner must provide a valid form of identification to confirm residency in their Province, and correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question to be administered at a mutually convenient time by email. Failure to provide valid identification, and correctly answer the skill-testing question within the time period provided will result in disqualification and selection of an alternate potential winner for the corresponding prize. Failure of a potential winner to return the Prize Claim Form within the specified time period may result in forfeiture of the Grand Prize and selection of an alternate potential winner from the remaining eligible entries. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of each Grand Prize in accordance with the above procedure, after which the Grand Prize in question may go

unawarded if it remains unclaimed. If Grand Prize is awarded but goes unclaimed or is forfeited by recipient, such Grand Prize may not be re-awarded, in Sponsor' sole discretion.

**6. GRAND PRIZE:** There is one (1) "\$1000 Visa gift card toward your very own sustainable OktoberFetz celebration from Fetzer Vineyards" Grand Prize available, with a value of \$1000. All fees and expenses related to acceptance and use of Grand Prize (such as transportation, gratuities, meals, drinks, incidental charges) not specifically stated herein are the sole responsibility of the Grand Prize Winner.

**7. CONDITIONS OF PARTICIPATION/RELEASES:** By participating, each Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. Each Entrant (including the potential winners) hereby releases and holds harmless **the Sponsor**, and each of their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents; and employees and contractors of the provincial liquor agencies, liquor licenses (collectively, the "**Released Parties**") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance or use of the Grand Prize and related travel.

**8. PERSONAL INFORMATION:** Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://www.escaladews.ca/privacy-policy>. By participating in the Promotion, you grant Sponsor permission to share your email address and any other personally identifiable information with any Sponsor designee for the purpose of Promotion administration and Prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described herein or in accordance with Sponsor's privacy policy.

Each Entrant authorizes the Sponsor to use his/her name, likeness, and province/territory of residence in promotional material, worldwide in perpetuity, and on a winner's list, if applicable, without further compensation to the full extent permitted by law. Winner may be asked to participate in select publicity activities, as determined at the sole discretion of the Sponsor. Entrants may be required to sign a document to this effect. Sponsor is not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, at Sponsors' sole discretion, without further notice, obligation or compensation.

**9. GENERAL:** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill and to accommodate special needs of participating entrant as it deems appropriate based on the circumstances and/or to comply with applicable law. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise

unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof.