

CONTEST RULES & REGULATIONS

YCD – Nanaimo NightOwls Calgary Trip Giveaway

THE WIN A TRIP TO CALGARY CONTEST (THE “CONTEST”) WILL BE CONDUCTED IN THE PROVINCE OF BRITISH COLUMBIA, CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF THE PARTICIPANT’S PERMANENT RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

1. ELIGIBILITY

- 1.1 To be eligible for this Contest, an individual must:
 - a) be a legal resident of the province of British Columbia; and
 - b) be of the age of majority in the province of residence, being British Columbia.
- 1.2 The following people are not eligible to enter the Contest:
 - a) Employees of the Nanaimo Airport Commission (NAC, the Sponsor), having an address of 3238 Mustang Road, Cassidy, BC V0R 1H0, its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively “NAC” or “Sponsor”);
 - b) Employees of the Nanaimo NightOwls (NNO), having an address of Serauxmen Stadium, 745 Third Street, Nanaimo, BC V9R 3K5, its parents, affiliates, subsidiaries, related companies, successor and assigns (Collectively “NNO”).
 - c) The household members of any of the parties listed in Section (a) and (b).
- 1.3 The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply information that does not meet these requirements.

2. CONTEST PERIOD

- 2.1 The Contest will be held at the Nanaimo Night Owls family game night on June 5, 2026.

3. HOW TO ENTER

- 3.1 Attend the Nanaimo Night Owls Family Game Night on June 5, 2026. All entrants will be provided with a separate ticket at the entrance gate for the Calgary giveaway, no purchase is necessary.

4. PRIZE

- 4.1 There is one (1) grand prize (the "Prize") available to be won by the Contest winner (the "Winner") consisting of:

- Four (4) round trip airfare to Calgary Alberta via WestJet;
- Three (3) nights stay at the Hotel Arts Calgary, Calgary Alberta;
- Tickets for four (4) to the Calgary Stampede Rodeo; and
- Tickets for four (4) to the Calgary Stampede Evening Show.

- **The trip date of this Prize is July 3, 2026, to July 6, 2026.**

- **Total prize valued at approximately \$7,000.**

- 4.2 Odds: The odds of winning is one (1) in two thousand (2,000).

5. PRIZE CONDITIONS

- 5.1 All bookings and/or reservations are subject to availability at time of booking and subject to change. Winner **MUST** be available to travel to Calgary Alberta, for the dates of **July 3, 2026 to July 6, 2026**. Should Winner be unable to travel to Calgary at the dates noted above, the Prize will be forfeited and awarded to an alternate winner.

- 5.2 Winner and any guests will be responsible for any other expense not explicitly included in the Prize, including but not limited to transportation to and from Nanaimo Airport and Calgary International Airport, hotels, and events, travel and medical insurance, travel documentation, gratuities, telephone calls, all food, beverages, and meals, in-room charges, and damages. Winner may be required to present a valid major credit card upon check-in at the hotel to cover any expenses over and above the standard room charge.

- 5.3 Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused, unclaimed or declined portion of the Prize will be forfeited, have no cash value and neither the Sponsor nor NNO shall have any obligation to

provide either an alternative or value-in-kind. The Sponsor and NNO reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.

- 5.4 The shipped Prize shall not be insured and neither the Sponsor nor NNO shall assume any liability for lost, damaged or misdirected Prize.
- 5.5 Acceptance of prize constitutes permission for NAC and NNO to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. WINNER SELECTION

- 6.1 One (1) Winner shall be selected as follows:
 - a) One (1) prenumbered ticket will be handed out at the Nanaimo NightOwls Family game night on June 5, 2026
 - b) Six (6) tickets will be drawn at random and numbers called
 - c) Holders of the Six (6) tickets will be called to come down to the field
 - d) The holders of the tickets will perform the following:
 - i. Spin on a bat five (5) times with forehead on the bat;
 - ii. Run down the third baseline
 - iii. Toss a beanbag into a cornhole
 - iv. Should no one get the beanbag into the hole, the winner will be closest to the hole, (the contestant's bean bag does not need to touch the cornhole platform)
 - v. Should more than one contestant get the beanbag into the hole, there will be an immediate toss-off between those getting the beanbag into the hole, closest to the hole wins.

7. RELEASE

- 7.1 Potential Winner will be required to execute a legal agreement and release ("Release") that confirms potential Winner's:
 - a) eligibility for the Contest and compliance with these Contest Rules;
 - b) acceptance of the Prize as offered;
 - c) release of, and agreement to indemnify, each of the Sponsor and NNO and each of their respective employees, directors, officers, suppliers, agents, Sponsor, administrators, licensees, representatives, advertising, media

buying and promotional agencies (collectively, the “Releasees”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use or misuse of, or failure to use the Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, and from any and all claims of third parties arising therefrom; and

- d) grant to the Sponsor of the unrestricted right, in the Sponsor’ collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, exhibit, distribute, adapt and otherwise use or re-use the Winner’s name, statements, image, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.

- 7.2 The executed Release must be returned within five (5) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

8. INDEMNIFICATION BY ENTRANT

- 8.1 By entering the Contest, each entrant releases, indemnifies and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from:

- a) the entrant’s participation in the Contest or any Contest-related activity;
- b) the acceptance, use, or misuse of, or failure to use the Prize; or
- c) any breach of the Contest Rules.

- 8.2 Each entrant agrees to fully indemnify the Releasees from any and all claims made by third parties relating to the entrant’s participation in the Contest, without limitation.

9. LIMITATION OF LIABILITY

- 9.1 Neither the Sponsor nor NNO assume any responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. Neither the Sponsor nor NNO are responsible for

any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. Neither the Sponsor nor NNO assume any responsibility or liability in the event that the Contest cannot be conducted or the Prize awarded as planned for any reason, including reasons beyond their control, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, pandemic or other event of force majeure, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Microsite, or for any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Contest, including any use, misuse or failure to use the Prize. The limitations of liability set out above apply, without limitation, to any lost profits, business interruption or loss of programs or information and will apply even if the Sponsor or NNO (or any of them) have been specifically advised of the possibility of such injury, loss or damage.

10.CONDUCT

- 10.1 By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted at the Contest Microsite and made available throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Microsite or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any NAC property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Releasees or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST MICROSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR AND NNO RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

11.PRIVACY / USE OF PERSONAL INFORMATION

- 11.1 By participating in the Contest, each entrant: (i) grants to the Sponsor and NNO the right to use their name, mailing address, age of majority confirmation, telephone number and e-mail address (collectively the "Personal Information")

for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants to the Sponsor the right to use their Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsor may disclose their Personal Information to third-party agents and service providers of any of the Sponsor in connection with any of the activities listed in (i) and (ii) above.

- 11.2 By opting-in online you consent to NAC's disclosure of your first name, last name and email address to NNO. You consent, for the Purposes (as defined below) to: (a) the indirect collection of such information by NNO; and (b) the disclosure of such information by NNO to NNO's third-party service providers. You further consent to the disclosure of such information by NNO to other tourism organizations within British Columbia for uses consistent with the Purposes (as defined below). NNO will use and disclose your information for the purposes of operating, administering and promoting other contests and other tourism-related marketing initiatives of NNO (the "Purposes"), and will protect your information in a manner that is consistent with NNO Privacy Policy, as such policy may be amended by NNO from time to time in its sole discretion. The consents set out in this paragraph are effective as of the date you opt-in online and will not expire unless revoked by you in writing to: Chief Financial Officer, Nanaimo NightOwls, Serauxmen Stadium, 745 Third Street, Nanaimo, BC V9R 3K5.
- 11.3 By opting-in online you consent to NAC using your Personal Information to contact you to: (i) receive communication from NAC to stay up to date on contests and similar opportunities, (ii) receive survey questions; and (iii) stay notified about related products and/or services. NAC will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with NAC's Privacy Policy.

12. INTELLECTUAL PROPERTY

- 12.1 All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsor and/or their affiliates or by NNO. 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.

13.TERMINATION

- 13.1 The Sponsor reserves the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

14.LAW

- 14.1 These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor or NNO All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor or NNO in connection with the Contest 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 or provisions that would cause the application of any other jurisdiction's laws.

15.DISCREPANCY

- 15.1 In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

16.SOCIAL MEDIA

- 16.1 This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, comments or complaints regarding the Contest must be directed to NAC.

NO PURCHASE IS NECESSARY TO ENTER OR WIN.