

## **FH&P Lawyers Gingerbread House Contest**

### CONTEST OFFICIAL RULES AND REGULATIONS (the "Rules")

1. The FH&P Lawyers Gingerbread House contest (the "Contest") starts at 8:00 a.m. PST on Wednesday December 8, 2021 and closes at 4:30 p.m. PST on Wednesday December 22, 2021 (the "Contest Period"). No purchase necessary. Void where prohibited.
2. The Contest sponsors are FH&P Lawyers LLP, Twin Creek Media, Crowe MacKay LLP, Briggs On Homes, Peacock Sheridan Group, Headstart Mortgage Architects and The Hatch Winery (hereinafter referred to as the "Contest Sponsors").
3. To enter and to be eligible to win, entrants must be a legal resident of British Columbia, Canada, and be nineteen (19) years of age or older. Employees and their parents, siblings and children, and persons domiciled with an employee of the Contest Sponsors, their respective agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors, and promotional and advertising agencies and administrators, are ineligible to enter.
4. TO ENTER the Contest during the Contest Period, you must construct a gingerbread house. Once completed take a photo of the gingerbread house and upload the photo to Facebook or Instagram. The photo must be tagged to the FH&P Facebook or Instagram page(s) to be eligible. Limit of one (1) entry per household. If it is discovered that you attempted to enter more than once, all your entries will be void. Entries shall be deemed to be submitted by the authorized account holder of the individual's Facebook or Instagram page(s) submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to their Facebook or Instagram page(s) by an internet access provider, on-line service provider, or other organization (e.g. business, educational institution, etc.).  
  
TO ENTER the Contest during the Contest Period without a Facebook or Instagram page(s). Once the gingerbread house has been constructed take a photo of it and email the photo along with your name, phone number and a 250-word essay why you enjoy the holidays season to Ryan Watters at [rwatters@fhplawyers.com](mailto:rwatters@fhplawyers.com).
5. Prize: There is one (1) prize (the "Prize") available to be won.
6. Prize must be accepted as awarded. Contest Sponsors reserve the right to substitute a Prize in whole or in part in the event that all or any component of the Prize is unavailable. Prize winner is solely responsible for all costs not expressly described herein.
7. WINNER SELECTION: The winner selection will take place on December 23, 2021 at approximately 10:00 a.m. PST on the FH&P Lawyers Facebook and Instagram page(s) and the winner will be contacted through private messenger.
8. In order to be declared the winner, the potential winner must first correctly answer, unaided, a time limited mathematical skill testing question administered by FH&P Lawyers. Before being awarded the Prize, the potential winner will be required to sign and return within the time stipulated by the Contest

Sponsors, a full release and indemnity form stating that, among other things, he/she has read, understood and complied with these Rules, grants all consents required, agrees to be available and to participate in publicity and/or promotions related to the Contest and/or the Contest Sponsors and/or similar matters, authorizes the Contest Sponsors to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation to the potential winner, beyond the awarding of or participation in the Prize, accepts the Prize as offered and releases the Contest Sponsors from any and all liability of any kind arising out of the potential winner's participation in this Contest and receipt and use of the Prize. In the event that the potential winner does not comply with all the provisions as contemplated in these Rules, Contest Sponsors shall have the right to disqualify the potential winner, and draw an alternate potential winner, and the Contest Sponsors shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to selection and notification of a potential winner, shall be applied, with the necessary amendments, until a qualified winner has been duly selected, but in any event, no later than December 31, 2021.

10. By entering this Contest, the entrants and participants automatically agree to accept and abide by these Rules. All decisions of the Contest Sponsors with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Contest.

11. All entries become property of Contest Sponsors who assume no responsibility for garbled, lost, late, delayed, destroyed or misdirected entries, mail, voice messages, e-mail or any computer errors or malfunctions. No correspondence will be entered into except with entrants requesting Rules by mail or requesting the name of the Prize winner (for which a self-addressed, postage paid envelope must be included). Contest Sponsors do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials or data that have been tampered with or altered are void. If for any reason, in the opinion of the Contest Sponsors, in their sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond their control, Contest Sponsors reserve their right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received eligible entries. Contest Sponsors reserve their right to modify the Rules without materially affecting the terms and conditions hereof. The Contest Sponsors reserve their right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Rules or otherwise in a disruptive manner. Any attempts to deliberately damage the Contest website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should

such an attempt be made the Contest Sponsors reserve their right to seek remedies and damages to the fullest extent of the law. Contest Sponsors shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's car, computer equipment, system, software or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Contest website.

12. Contest is subject to all applicable federal, provincial and municipal laws and regulations. Personal information collected from entrants will be used by Contest Sponsors for the purpose of administering this Contest and, if consent is given at the time of entry, to provide the entrants with marketing information relating to new and existing products and upcoming promotions by mail or e-mail. Entrants are able to opt-in with respect to receiving such marketing information online. The Contest Sponsors will not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information.

Any inquiry concerning the personal information held by the Contest Sponsors should be addressed to FH&P Lawyers at 400-275 Lawrence Avenue, Kelowna, BC V1Y6L2.

13. In the event of any discrepancy or inconsistency between the terms and conditions of the 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 Rules shall prevail, govern and control.

14. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Contest Sponsors and/or their affiliates. 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.