



Kicking Horse Coffee Co. Ltd.
Online Sweepstakes and Contest Official Rules

1. General.

- (a) Kicking Horse Coffee – Banff Mountain Film and Book Festival “Wake Up in the Mountains” promotion (the “**Promotion**”) is sponsored by Kicking Horse Coffee Co. Ltd. (the “**Sponsor**”).
- (b) The Promotion is conducted by Kicking Horse Coffee in partnership with The North Face and the Banff Mountain Film and Book Festival (the “**Promotion Organizer**”) and starts at 12:01 PM (Pacific Time) on September 08, 2017 and concludes at 11:59 PM (Pacific Time) on October 03, 2017 (the “**Promotion Period**”).
- (c) To enter, go to <http://wakeupinthemountains.com>, complete the online sweepstakes form in full and submit it as instructed by the end of the Promotion Period. Online entries will be available on <http://wakeupinthemountains.com> during the Promotion Period.
- (d) Only one (1) entry per person and email address. Multiple entries by the same person or with the same email address will void all entries submitted by that person or with that email address.
- (e) **NO PURCHASE OR PAYMENT IS NECESSARY.**

2. Eligibility.

- (a) This Promotion is open to residents of (i) Canada (excluding the province of Quebec) and (ii) the United States (excluding Hawaii, and all off-shore United States territories and possessions) who has reached the age of majority in the jurisdiction in which he or she resides. Contest is subject to all applicable federal, provincial, state, and local laws and regulations. Contest is void where prohibited by law.
- (b) Employees, directors and officers of the Sponsor and the Promotion Organizer, their affiliated companies, advertising and promotion agencies, and their immediate families (meaning spouse, parent, child, sibling and their respective spouses, regardless of where they reside or those living in the same households, whether or not related) are not eligible to enter or to win.
- (c) All entries that are incomplete, have been submitted through illicit means, or do not conform to or satisfy any condition of these rules may be disqualified by the Promotion Organizer.
- (d) For the purpose of clarification, all participants of the contest (including both the nominator and the nominee) must meet the eligibility criteria under this Section 2.

3. Representations and Warranties

By submitting the entry form, each of the participant represents and warrants as follows:

- (a) The nominator has obtained permission from the nominee to submit the nominee's personal information and the nominee's photograph to the Sponsor and the Promotion Organizer;
- (b) Any materials submitted (including, but not limited to photo and story) do not infringe upon the copyrights, trademarks, rights of privacy, rights of publicity or other intellectual property or other rights of any person or entity; and
- (c) The participant has obtained written consent has been obtained from each person shown in the photographs submitted by the participant (and his/her parent or legal guardian if a minor), and such written consent will be provided to Sponsor and the Promotion Organizer upon request.

4. Submissions Requirement

- (a) The entry form and all other materials submitted by a participant (together, the "**Submissions**") must meet such requirements set out by the Sponsor and the Promotion Organizer.
- (b) The Submissions may not contain any persons, company brands, and/or any other content: (i) that is unlawful, hateful, offensive, disparaging, discriminatory, libellous, inappropriate, sexually explicit, or obscene, (ii) that incites, solicits, promotes, or provides information about illegal or criminal activities, (iii) that abuses, threatens, promotes, or instigates physical harm or death to others, or yourself, (iv) that promotes and/or contains the addresses of other Websites, (v) that victimizes, harasses, degrades, or intimidates an individual or group of individuals on any basis, including but not limited to religion, gender, sexual orientation, race, ethnicity, age, or disability; (vi) that infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property right of any party, (vii) that constitutes unauthorized or unsolicited advertising, junk or bulk emails (also known as "spamming"), chain letters, pyramid schemes, the promotion of particular stocks or shares and other financial products and services, or any other form of unauthorized solicitation, or any form of lottery or gambling, (viii) that contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of this Contest or any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; (ix) that impersonates any person or entity, including any of the Sponsor's employees, dealers, or representatives, (x) that solicits personal information from another entrant or voter, (xi) that, in any other manner, is deemed by the Sponsor to be inappropriate to the well-being of others, (xii) that communicates and/or exchanges a message of any kind, third-party phone numbers, mobile numbers, emails or home addresses and any personal details: (xiii) that is inconsistent with the positive messaging that the Sponsor wishes to communicate; (xiv) disparages any persons or organizations; or (xv) invades the privacy or other rights of any person, firm, or entity, all of which is to be evaluated by the Sponsor in its sole and absolute discretion.
- (c) Submissions generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor and the Promotion Organizer will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete Submissions, which will be void.

- (d) All Submissions become the property of the Sponsor upon receipt and none will be returned. By participating in the Promotion, each participant hereby assigns all intellectual property rights in the Submissions to the Sponsor, and waives all moral rights in the Submissions.

5. Prizes

- (a) There are TWO (2) grand prize winners. Winners will receive a five-day, expenses paid trip (including hotel, travel and travel insurance up to \$1000) to the Banff Mountain Film and Book Festival (November 3rd – 5th, 2017), free Kicking Horse Coffee for a year, a premium coffee machine, a roasting tour at the Kicking Horse Coffee facility (Nov. 6, 2017) and Kicking Horse Coffee and The North Face Merchandise and Gear. The total approximate retail value of the grand prize is approximately USD\$25,000 (plus the cost of shipping and handling). Winners are responsible for all travel documents (such as passport or visa, if required) for traveling to the Banff Mountain Film and Book Festival.
 - (i) Merchandise and gear delivered to winners will be determined by the promotion organizers and cannot be exchanged for cash or returned
- (b) The Promotion Organizer and the Sponsor reserve the right to substitute a prize of at least equal value in the event of unavailability, for whatever reason, for the advertised prize.
- (c) The Promotion Organizer and the Sponsor extend no representations or warranties in respect of the prize.

6. Winner.

- (a) The Promotion Organizer will select six (6) total semi-finalists from all eligible entries through a selected panel on Friday, September 22, 2017 at 11:59 PM (Pacific Time). Votes will then open up to the public to select two finalists for the grand prize. Public voting will close Tuesday, September 29, 2017 at 3:00 PM (Pacific Time). Finalists will be based on entries received within the Promotional Period.
- (b) The Promotion Organizer will select two pairs of winners and two pairs of back-up winners for the grand prize.
- (c) The selected potential winner will be contacted by a representative from the Promotion Organizer by email and must respond to the notification email within SEVEN (7) days from the date of the email and shall agree to a background check as set out in Section 6(d) below.
- (d) **IF SELECTED, THE WINNERS AGREE FOR THE SPONSOR AND THE PROMOTION ORGANIZER TO CONDUCT BACKGROUND INVESTIGATION TO DETERMINE THE ELIGIBILITY OF THE WINNERS, WHICH MAY INCLUDE BUT NOT LIMITED TO CRIMINAL RECORDS EVALUATION. THE WINNERS (AND THEIR PARENT/LEGAL GUARDIAN IF A MINOR) MAY BE REQUIRED TO CONFIRM THIS CONSENT IN WRITING UPON REQUEST BY SPONSOR. ANY SELECTED WINNERS WHO REFUSE TO SUBMIT TO A BACKGROUND INVESTIGATION, OR WHO HAS BEEN CONVICTED OF AN INDICTABLE OFFENSE, OR WHO FAILS TO MEET APPLICABLE SECURITY OR OTHER ELIGIBILITY CRITERIA, AS DETERMINED BY**

THE SPONSOR IN ITS SOLE DISCRETION, OR IF INFORMATION DISCOVERED AT ANY POINT, INCLUDING ONCE THE NOMINEE IS ANNOUNCED AS A FINALIST OR ONCE A WINNER HAS BEEN PUBLICLY ANNOUNCED, IS DEEMED TO BE POTENTIALLY HARMFUL TO THE IMAGE OF THE SPONSOR, AS DETERMINED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION, THE SUBMISSIONS WILL BE DISQUALIFIED AND, IN THE CASE OF AN ANNOUNCED FINALIST OR SELECTED WINNER, AN ALTERNATE SUBMISSIONS MAY BE SELECTED AS A FINALIST OR A POTENTIAL WINNER (AS APPLICABLE), AT SPONSOR'S SOLE DISCRETION.

- (e) If any selected pair of potential winners (i) does not respond to the notification email within SEVEN (7) days from date of the notification email, (ii) is unable to pass the background check, (iii) declines the prize, or (iv) is otherwise ineligible for the prize, the Promotion Organizer will contact the back-up winners to determine their eligibility.
- (f) If the initially selected winners and the back-up winners (i) does not respond to the notification email within SEVEN (7) days from date of the notification email, (ii) is unable to pass the background check, (iii) declines the prize, or (iv) is otherwise ineligible for the prize, neither the Promotion Organizer nor the Sponsor is required to draw any additional entrant for the given prize.
- (g) The Promotion Organizer will be responsible for coordinating travel, accommodations and all facets of the grand prize to the winner. However, all federal, provincial, state, and local taxes and any custom duty or tariff payable to the applicable tax authority as a result of the winner receiving the grand prize are the sole responsibility of the winner. Reporting and payment of all applicable taxes, duty or tariff resulting from acceptance or use of any prize are the sole responsibility of the winner.
- (h) If the identity of an entrant is disputed, the authorized account holder of the email address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the email address for the domain associated with the submitted email address is considered the authorized account holder. A selected entrant may be required to provide proof of being the authorized account holder of the email address associated with the selected entry. All entries must be submitted from a valid email account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Promotion will be the Promotion server machine(s).
- (i) The names of the prize winners will be made available on the website of the Sponsor at <https://www.kickinghorsecoffee.com/en/resources/legal> after Tuesday, October 03, 2017.

7. Release and indemnification

- (a) By entering the Promotion, the entrants agree to release and hold harmless the Sponsor, the Promotion Organizer, and any social media platform utilized by the Promotion Organizer for this Promotion and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the “**Released Parties**”) from and against any and all losses, damages, right, claims or causes of action of any kind arising, in whole or in part, directly or indirectly, from the Promotion or

participation in any Promotion-related activity, or resulting directly or indirectly from acceptance, possession, use, or misuse of the prize awarded in connection with the Promotion including, without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

- (b) Except where prohibited by law, by entering the Promotion, or by winning, the entrants grant to the Sponsor and its respective designees the right to publicize the entrant's name, photograph, image, likeness, voice, statements, and certain biographical information in all manner and media, worldwide and in perpetuity, for advertising, trade and promotion purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including, without limitation, the Internet), without additional compensation, and without opportunity for review.

8. Limitation of Liability.

- (a) Promotion Organizer and the Sponsor take no responsibility for lost, delayed, misdirected, late or destroyed entries, or for typographical or other production errors. Neither the Sponsor nor the Promotion Organizer is responsible for any errors or omissions in printing or advertising this Promotion. All entries become the property of the Promotion Organizer and will not be returned.
- (b) Neither the Sponsor nor the Promotion Organizer assumes responsibility for any failure of the internet connection or the Promotion website during the Promotional Period, nor for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in connection with the Promotion.
- (c) Except for the prize values, the prize winner will not receive any additional monetary compensation or acknowledgement for participation in the Promotion, any advertisement or other material.
- (d) Neither the Sponsor nor any other Released Parties shall be liable to the Winner or any other person for failure to supply the Prize or any part thereof by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), transportation interruption of any kind, civil disturbance, insurrection, riot, or any other cause beyond the Sponsor's sole control.
- (e) While the Promotion Organizer and the Sponsor may use social media platforms (such as Facebook, Twitter, or Instagram) in advertising the Promotion, the Promotion is NOT sponsored, endorsed, administered by, or associated with such social media platform used by Promotion Organizer for the Promotion.

9. Collection of Personal Data.

- (a) The Promotion Organizer is collecting personal data about entrants for the purpose of administering this Promotion. By entering this Promotion, each entrant expressly

consents to the storing, sharing and usage of the personal information submitted with his or her entry by the Promotion Organizer, its agents and/or representatives, for the purpose of administering the Promotion.

- (b) By entering into this Promotion, each entrant expressly consents to the storing, sharing and usage of the personal information submitted with his or her entry by the Sponsor for the Sponsor's use, including the permission to receive marketing and other communications regarding the Sponsor's products, special events, promotional offers, and purchase incentives. Entrants may choose to opt-out of future email notifications by following the opt-out instructions provided with each such email. Consenting to receive e-mails, or accepting special offers, does not improve an Entrant's chances of winning.
- (c) The use of the entrant's personal information by the Sponsor is subject to the Sponsor's privacy policy, which is available at:
<https://www.kickinghorsecoffee.com/en/resources/legal>

10. Miscellaneous.

- (a) This Promotion will be run in accordance with these official rules, which may be changed by the Promotion Organizer or the Sponsor from time to time. Entrants must comply with these official rules, and will be deemed to have received, understood, and agreed to the official rules by participating in the Promotion. The terms of this Promotion, as set out in these official rules, are not subject to amendment or counter-offer, except as set out herein.
- (b) The Promotion Organizer or the Sponsor reserves the right, in its/their sole discretion, to cancel or suspend this Promotion, or any portion thereof, should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the Promotion and in the event of cancellation, award the prize in a random drawing from among all eligible entries received prior to such cancellation.
- (c) Any attempt to deliberately damage any website or to undermine the legitimate operation of this Promotion is a violation of these official rules, and the Promotion Organizer and the Sponsor reserve the right to seek remedies and damages to the fullest extent permitted by law, including reporting to and cooperating with the appropriate law enforcement agencies for criminal prosecution.
- (d) Unless otherwise stated, all time specified shall be Pacific Time.
- (e) All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of entrants and the Promotion, in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of **British Columbia**, without giving effect to any conflict of law rules or provisions. Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of, or connected with, this Promotion or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the courts of British Columbia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including legal fees, disbursements or court costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

11. Contact.

For a copy of these official rules and for other inquiries related to the promotion, please contact the Sponsor or Promotion Organizer at:

Kicking Horse Coffee
491 Arrow Road
Invermere, British Columbia V0A 1K2
Canada

Phone: (250) 342-44-89

Email: PrivacyPolicy@kickinghorsecoffee.com