

**MANITOBA LODGES & OUTFITTERS ASSOCIATION  
HUNTER AND ANGLER PRESERVATION FUND**

**HAPF Great Manitoba Adventure Prize Trip Draw**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR TO WIN**

**VOID WHERE PROHIBITED BY LAW OR REGULATION**

**1. Rules and Regulations:**

Manitoba Lodges & Outfitters Association (“**MLOA**”) is the administrator of the *Hunter and Angler Preservation Fund* (“**HAPF**”) and the *HAPF Great Manitoba Adventure Prize Trip Draw* (the “**Contest**”).

**2. Contest Period:**

The Contest begins on December 13, 2016, at 8:00 a.m. CST (the “**Contest Opening Date**”) and ends on December 11, 2017, at 8:00 p.m. CST (the “**Contest Closing Date**”). The time between the Contest Opening Date and the Contest Closing Date will be referred to herein as the “**Contest Period**”.

**3. Eligibility:**

The Contest is open only to individuals who have reached the age of majority in the jurisdiction where they reside (excluding Quebec) as of the Contest Opening Date.

Notwithstanding the above, agents, officers, directors and employees of MLOA (including its respective divisions, subsidiaries and affiliates), as well as those involved in the development, handling, production, implementation and distribution of the Contest, and their advertising or promotion agencies, parent companies, agents, officers, employees, licensees, subsidiaries or affiliates and/or any other persons/entities directly associated with the Contest (collectively “**Contest Entities**”) and/or members of their immediate families and/or persons living in the same household as such persons, whether or not related, are ineligible to enter the Contest.

**4. How to Enter:**

BY ENTERING, THE ENTRANT AGREES TO COMPLY WITH THESE OFFICIAL RULES INCLUDING ALL ELIGIBILITY REQUIREMENTS.

(a) **How to Enter**

There are four (4) methods for an entrant (“**Entrant**”) to participate in the Contest:

- i) *Donation Entry*: The Entrant may donate a minimum twenty-five dollars (\$25.00 CDN) to the HAPF during the Contest Period through an MLOA member, and receive one (1) ballot for a chance to win the Contest (the “**Donation Entry**”). For greater certainty: (a) if an Entrant donates one hundred dollars (\$100.00 CDN) to the

HAPF, the Entrant will receive four (4) Donation Entries; (b) if an Entrant donates two hundred dollars (\$200.00 CDN), the Entrant will receive eight (8) Donation Entries; and so on. If the Entrant donates twenty dollars (\$20.00) to the HAPF, the Entrant will not receive a Donation Entry;

- ii) *Member-sponsored Entry:* Donations of less than twenty five dollars (\$25.00 CDN) to the HAPF will be accepted, but will only be allocated on the basis of one (1) ballot per twenty five dollars (\$25.00 CDN) collected (the “**Member-sponsored Entry**”). For greater certainty, if an MLOA member collects ten dollars (\$10.00 CDN) per guest from twenty (20) guests [ie. two hundred dollars (\$200.00 CDN)] as part of a group trip invoice, the MLOA member will have eight (8) Member-sponsored Entries in its name entered into the Contest. Names for use on Member-sponsored Entries will be provided by the member making the donation. Names will be provided at the discretion of the member, but must legitimately, fairly, accurately and reasonably include consideration of all guests who were invoiced for, or credited with, HAPF donations.
- iii) *Individual Entry:* The Entrant may make a minimum twenty five dollar (\$25.00 CDN) donation to the HAPF at the MLOA Holiday Banquet, or at any other time of year, through the MLOA. They will be entitled to one (1) ballot per twenty five dollars (\$25.00 CDN) contributed to the HAPF (the “**Individual Entry**”). For greater certainty: (a) if an Entrant donates one hundred dollars (\$100.00 CDN) to the HAPF, the Entrant will receive four (4) Individual Entries; (b) if an Entrant donates two hundred dollars (\$200.00 CDN), the Entrant will receive eight (8) Individual Entries; and so on. If the Entrant donates twenty dollars (\$20.00 CDN) to the HAPF, the Entrant will not receive an Entry; and
- iv) *No Donation or Purchase Necessary:* There is no donation to the HAPF or purchase from an MLOA member required to receive an entry into the Contest. Entrants may submit, in person, to MLOA a handwritten essay, with a minimum twenty-five hundred (2,500) words, explaining what their dream hunting or fishing trip to Manitoba would involve (the “**Essay**”). Upon receipt of the Essay, MLOA will provide the writer of the Essay, upon proof that he/she is the age of majority in the jurisdiction where he/she resides, one (1) ballot into the Contest (the “**No Donation Entry**”). Limit of one (1) No Donation Entry is permitted per person during the Contest Period. The Essay must be received by the MLOA during the Contest Period.

The Donation Entry, Member-sponsored Entry, Individual Entry and No Donation Entry are collectively referred to herein as the “**Entries**”. All Entries received during the Contest Period will be entered into the random prize draw (referenced in Article 6 of these Contest Rules).

(b) **Void Entries and Disqualification**

Entrants can only use one (1) name to enter the Contest. If it is discovered that an Entrant has attempted to: (i) obtain more than one (1) No Donation Entry during the Contest Period or (ii) used more than one (1) name to enter the Contest, then (in the sole discretion of MLOA) the Entrant will be disqualified from the Contest and all of his or her Entries will be voided. All Entries become the sole property of MLOA and will not be acknowledged or returned.

(c) **Verifying Eligibility and Modifications to Contest Scheduling**

MLOA reserves the right to verify eligibility of all Entrants in the Contest. Illegible and/or incomplete Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residency) are void and will not be eligible for the Contest.

MLOA reserves the right to modify, cancel or suspend the scheduling of the Contest without prior notification. If for any reason the Contest is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failure, human error, intimidation, harassment or any other causes beyond the control of MLOA that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, MLOA reserves the right to disqualify any individual it finds who tampers with the Entries and/or operation of the Contest, and may cancel, terminate, modify, or suspend the Contest without notice and select the Potential Winner [as that term is defined in Article 6(a) of these Contest Rules] from all eligible Entries received prior to any such cancellation or termination.

(d) **Disclaimer**

MLOA, the Contest Entities and their respective officers, directors, agents, volunteers and/or employees are not responsible for lost, late, or misdirected Entries, or for any human error, which may occur in the receipt or processing of the Entries.

**5. Prizes and Odds of Winning:**

(a) **Number and Value of Prizes**

There will be one (1) grand prize awarded at the end of the Contest Period (the “**Grand Prize**”). The Grand Prize consists of a fishing or hunting trip credit for up to two thousand five hundred dollars (\$2,500 CDN) at the MLOA member where the Entrant made their donation to HAPF (and received a Donation Entry), or where the MLOA member made a donation on the Entrant’s behalf (and received a Member-sponsored Entry).

If the Entrant received an Individual Entry or No Donation Entry, he or she will be permitted to choose a fishing or hunting trip credit of up to two thousand five hundred dollars (\$2,500 CDN) with any MLOA member who participated in the HAPF during the Contest Period, as the Grand Prize. The actual retail value (“**ARV**”) for either of these two (2) selections is approximately two thousand five hundred dollars (\$2,500.00 CDN).

The ARV of the Grand Prize is subject to the variables set out above. The ARV for the Grand Prize will be made by way of MLOA’s good faith determination of the ARV thereof and cannot be challenged or appealed. In the event the ARV of the Grand Prize (or Grand Prize components) is determined to be more than the ARV of the Grand Prize (or Grand Prize components), the difference will not be awarded in cash or otherwise.

(b) **Odds of Winning**

Odds of winning the Grand Prize will depend on the number of eligible Entries received during the Contest Period.

(c) **Forfeiture of Grand Prize**

If the Confirmed Winner [as that term is defined in Article 6(b) of these Contest Rules] forfeits the Grand Prize, this forfeiture will serve as complete fulfillment of the obligation by the MLOA and/or HAPF and no additional compensation will be awarded.

(d) **Responsibility for Costs**

The Confirmed Winner [as that term is defined in Article 6(b) of these Contest Rules] is solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included above. No substitution, transfer, or cash equivalent for the Grand Prize (or Grand Prize components) is permitted. If, for reasons beyond their control and not related to the Confirmed Winner, MLOA cannot award the Grand Prize, they reserve the right to award a Grand Prize of same nature or equivalent, or, at their sole discretion, the ARV of the Grand Prize up to two thousand five hundred dollars (\$2,500.00 CDN).

(e) **No Warranties (Express or Implied)**

ACCEPTANCE AND/OR USE OF THE GRAND PRIZE IS AT THE CONFIRMED WINNER'S [AS THAT TERM IS DEFINED IN ARTICLE 6(B) OF THESE CONTEST RULES] SOLE RISK, AND MLOA, HAPF AND THE CONTEST ENTITIES ARE NOT RESPONSIBLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE AND/OR MISUSE OF THE GRAND PRIZE.

Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. IT IS YOUR RESPONSIBILITY to verify Manitoba and/or Canadian laws for any restrictions or limitations regarding these limitations or exclusions.

(f) **Transfer of Prizes**

The Confirmed Winner [as that term is defined in Article 6(b) of these Contest Rules] must accept the Grand Prize as set out in Article 5(a) of these Official Rules. The Grand Prize cannot be transferred to another individual, substituted for another prize or exchanged in whole or in part for cash or any other consideration. At the sole discretion of the MLOA, the MLOA may agree to transfer, exchange or replace the Grand Prize, but only after consulting with the Confirmed Winner.

**6. Winner Selection and Notification:**

(a) **Winner Selection**

The potential winner will be randomly selected from among all eligible Entries in a drawing by MLOA, or a designee, the judge of the Contest whose decisions are final and binding on all matters relating to the Contest (the "**Potential Winner**"), at the Holiday Banquet (Monday, December 11, 2017), at or about 8:00 p.m. CST (the "**Draw Date**").

(b) **Winner Notification and Skill-Testing Question**

MLOA or its designee will make five (5) attempts to contact the Potential Winner by telephone or email (using the information provided on the Entries) within ten (10) business days of the Draw Date. Before being declared the Grand Prize winner (“**Confirmed Winner**”), the Potential Winner will be required to: (a) correctly answer a mathematical skill-testing question administered by phone, without mechanical or other aid; (b) supply proof of age and residency by providing a photocopy of one (1) piece of Government issued photo identification (including date of birth); and (c) sign and return within ten (10) business days of notification MLOA’s declaration and release form, which (among other things): (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the Grand Prize as awarded; (iii) releases the Contest Entities, MLOA, HAPF and each of its respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all liability in connection with the Contest, his/her participation therein and/or the awarding and use/misuse of the Grand Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of MLOA and/or HAPF in any manner whatsoever, including print, broadcast or the internet.

The name of the Confirmed Winner will be posted by MLOA online at [www.mloa.com](http://www.mloa.com).

(c) **Potential Winner Disqualification and Alternate Winner**

If the Potential Winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents [set out in Article 6(b) of these Contest Rules] within the specified time; and/or (c) cannot accept the Grand Prize for any reason; then he/she will be disqualified (and will forfeit all rights to the Grand Prize). However, MLOA reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received in accordance with these Contest Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such new Potential Winner).

(d) **Expiry of Grand Prize**

The Confirmed Winner shall utilize the Grand Prize WITHIN TWELVE (12) MONTHS from the date awarded to the Confirmed Winner, after which, the Grand Prize shall be automatically forfeited and MLOA shall have no further liability or obligation to the Confirmed Winner whatsoever.

**7. General Conditions and Disclaimers:**

(a) **Applicable Laws, Waiver and Decision Binding**

The Contest is subject to these Official Rules and all applicable federal, provincial and local laws. By entering this Contest, each Entrant agrees to waive any right to claim any ambiguity or error in the Official Rules and to be bound by these Official Rules and by all decisions of MLOA, whose decisions are binding and final in all respects.

(b) **Consequences of Accepting the Grand Prize**

By accepting the Grand Prize, the Confirmed Winner attests to the provisions stated in these Official Rules and compliance with these Official Rules. Acceptance of the Grand Prize constitutes the Confirmed Winner's permission for MLOA to use his or her name, photograph, image, likeness, voice, biographical information, statement and/or hometown for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and release MLOA, HAPF and the Contest Entities from all claims arising out of the use thereof.

(c) **Severability**

Should any term, paragraph or section of these Official Rules be deemed void, unenforceable or contrary to law, such term, paragraph or section shall, but only to the extent necessary to bring such term, paragraph or section within the requirements of law, be deemed to be severed from the other terms of these Official Rules, and the remainder of these Official Rules shall be given effect as if they had not included the severed term, paragraph or section herein.

(d) **Force Majeure**

The failure of MLOA to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of MLOA (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules. MLOA shall not assume any responsibility whatsoever in the event that they are unable to act due to situations or circumstances due to a strike, lockout or any other labour dispute occurring in the places of business of the organizations or companies whose services are retained to hold this Contest.

MLOA reserves the right, at their sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this Contest should an event occur or any other human intervention have tainted or adversely affected the administration, security, impartiality or the normal unfolding of the Contest as provided for in these Official Rules and in accordance with applicable federal, provincial and local laws.

(e) **Language Discrepancy**

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entries, MLOA's website at [www.mloa.com](http://www.mloa.com), print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

**8. Release From Liability of Contest Entities:**

Entrants, including Potential Winners and Confirmed Winners, agree to indemnify and hold harmless the Contest Entities, including without limitation the Releasees and their respective parent companies, subsidiaries and affiliated companies, and each of them from and against any and all liability, damages, costs, legal fees (including legal fees on a solicitor and his own client basis), among other things, incurred with regard to any claim by any person(s) in connection with any and all of the rights and benefits conferred by the Entrant, including Potential Winners and Confirmed Winners, for any injuries or death, loss or damage of any kind

arising from or in connection with participation in and/or entry into the Contest or acceptance or use of the Grand Prize and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

Further, the Contest Entitles, including without limitation the Releasees and their respective parent companies, subsidiaries and affiliated companies, will not be liable for any injury or damage to an Entrant's or any other person's computer related to or resulting from participating or downloading any material relating to the Contest. The Contest Entitles, including without limitation the Releasees and their respective parent companies, subsidiaries and affiliated companies, shall also not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to:

- (i) by any wrongful, negligent or unauthorized act or omission on the part of the Contest Entitles and/or Releasees and/or any of their respective agents, servants, employees or independent contractors;
- (ii) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Contest Entitles and/or Releasees; or
- (iii) by any other cause, condition or event whatsoever beyond the control of the Contest Entitles and/or Releasees and/or their respective parent companies, subsidiaries and affiliated companies.

## **9. Disputes:**

### **(a) Governing Law**

Any controversy or claim arising out of or relating to:

- (a) The Contest (including without limitation, its administration or technical functionality);
- (b) the awarding or redemption of the Grand Prize; and/or
- (c) the determination of the scope or applicability of these Official Rules or their enforcement or interpretation,

shall be governed by and construed in accordance with the substantive laws of the Province of Manitoba without giving effect to any choice of law or conflict of law rules.

### **(b) Dispute Mechanism**

Any controversy or claim arising out of or relating to these Official Rules, their enforcement or interpretation shall be submitted to final and binding arbitration, to be held in Winnipeg, Manitoba, Canada, in accordance with *The Arbitration Act* (Manitoba) (the "**Act**") or similar legislation then in force. Each Entrant agrees that his/her claim will be resolved individually, exclusively by arbitration, without resort to any form of class action or court application. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN

CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

(c) **Dispute Process**

The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then in accordance with the Act. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based.

(d) **Dispute Expenses**

The Entrant shall be solely responsible for the arbitrator's fees and the arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and legal fees and other expenses to the same extent as if the matter were being heard in court).

(e) **Injunctive or Equitable Relief**

Nothing in this section shall affect the ability of MLOA or any of its affiliates to seek from a court injunctive or equitable relief at any time.

(f) **Limitation of Dispute Award**

Each Entrant further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Contest but in no event legal fees; and, under no circumstances, will an Entrant be entitled to awards for emotional distress, pain and/or suffering. The Entrant also hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or increased.

**10. Privacy:**

All information collected will be subject to our Privacy Policy, ( <http://mloa.com/about-us/privacy-policy> ), and collected in accordance with the privacy laws of Manitoba and the laws of Canada, as applicable therein. By participating in the Contest, Entrants are deemed to have provided their explicit and implicit consent to collect and use their personal information, including providing the personal information to third party providers involved in the Contest, and for no other unlawful purpose.

**11. Official Rules/Names of Winners:**

For a copy of these Official Rules or the name of the Confirmed Winner, send a self-addressed, stamped envelope to:

HAPF Great Manitoba Adventure Prize Trip Draw  
c/o Manitoba Lodges and Outfitters Association  
501-1020 Lorimer Blvd.  
Winnipeg, MB, R3P 1C7



Or visit us online at [www.mloa.com](http://www.mloa.com).

© 2017 Manitoba Lodges & Outfitters Association. All rights reserved.