

Devour! The Food Film Fest Giveaway Rules

THE CONTEST IS OPEN TO ALL CANADIAN RESIDENTS, WHO ARE 19+ YEARS OLD. NO PURCHASE IS NECESSARY. TRAVEL, INCLUDING GAS OR AIRFARE, IS NOT INCLUDED.

Please read the following contest rules (the “Rules”) before participating in the #Devour! Festival giveaway (the “Contest”). By entering the Contest, you agree to be bound by the Rules and declare that you meet all the eligibility requirements listed below.

1 ORGANIZER Devour! The Food Film Fest (Slow Motion Food Film Fest Society) based at 1-360 Main Street, Wolfville, NS B4P 2R3, Canada

2 ELIGIBILITY

2.1 The Contest is open to all Canadian residents who have reached the age of majority in their province or territory of residence at the time they enter the Contest.

2.2 Employees, representatives, and agents of the Organizer members of the jury (if any), as well as anyone with whom the aforementioned people reside, may not participate in the contest.

2.3 The contest is subject to all applicable laws and is void where prohibited by law. Subject to the terms of the applicable laws, the Rules may be amended by the Organizer at any time and without notice, in particular to ensure compliance with the applicable laws or any instructions that may be issued from time to time by the competent authorities. A participant’s eligibility is subject to compliance with the codes of ethics and standards of good conduct generally accepted on the internet. Failure to comply with the conditions of participation set out in the Rules will result in disqualification of the participant and nullification of their entry. Any participant who does not comply with the Rules or attempts to defraud or manipulate the operation of the Contest may be disqualified, as may individuals living in the same household as the participant, and the Organizer may take any action deemed appropriate, including legal action.

3 **CONTEST PERIOD** The Contest will begin on July 13, 9 a.m., to September 23rd, 4 p.m.

4 **HOW TO PARTICIPATE** To enter, simply visit Devour!’s website contest section and follow the steps below during the Contest Period and ensure that you complete them no later than Sept. 23 at 4 pm AST. The winner will be announced on September 25, at 11 a.m. (the “Contest Period”).

4.1 Visit Devour! The Food Film Fest (devourfest.com) contest page, fill out the contest entry form no later than **Sept 23, 2024 at 4 pm AST.**

4.2 By submitting the entry form, the participant accepts the Contest Rules.

4.3 Participants must make sure they see the thank-you message before closing their web browser or navigating away from the page. The thank-you message confirms that their entry has been received and that the form has been properly submitted.

4.4 The time ascribed to the verification of the entry by the Organizer’s computer servers is the time that will be used to determine whether the entry was received during the Contest Period.

4.5 NO PURCHASE NECESSARY. An internet connection is required to register on the Devour! The Food Film Fest (devourfest.com) Public libraries generally offer internet access free of charge. No other type of entry (including via postal mail) will be accepted.

5 ENTRY CONDITIONS

5.1 Limit of one Contest entry per person, mailing address, email address, and IP address. Using more than one email address or participating on behalf of another person is strictly forbidden.

5.2 For an entry to be considered valid, all fields on the form that are not marked as optional must be filled out. The information and contact information provided by the participant (including their first and last name, email address, full mailing address, and telephone number) must be valid and accurate, failing which the entry will be deemed ineligible and the participant will be disqualified as a winner, if applicable. Incomplete or inaccurate registrations will not be considered and will disqualify the participant.

5.3 At the Organizer's request, participants must be able to prove their identity and confirm the personal information provided on the form. The Organizer and Co-organizers reserve the right to verify the accuracy of information supplied by participants at the time of entry.

5.4 In general, any attempt to disrupt normal operating processes will result in disqualification of the participant. Any attempt at fraud, including submitting multiple entries, by any participant shall disqualify all entries submitted by that participant and any other members of their household.

6 PRIZE

6.1 A prize will be awarded in the Contest: 2 tickets to Devour! Food Film Festival Game Changers Opening Night Film, Gala, and After-Party, 2 VIP Gift Bags and 1-night stay at the Old Orchard Inn and Spa. Tickets valued at \$500.

6.2 The prize must be accepted as is and may not be transferred, modified, or exchanged for cash or any other goods or services. The resale and transfer of a prize, in any manner whatsoever, is strictly prohibited. The Organizer reserves the right to award, at its sole discretion, a substitute prize of equal or greater retail value.

7 DETERMINATION OF THE WINNER BY RANDOM DRAW

7.1 The winner will be determined after the end of the contest by random draw from all eligible entries. The draw will be held on September 25, at Devour! The Food Film Fest offices, located at 1-360 Main Street,, Wolfville,, NS B4P 2R3, Canada.

7.2 The draw will be executed electronically on random.org to ensure the winner is chosen at random. The prize will be awarded to the person whose name is drawn first, subject to compliance with the conditions set out in these Rules.

7.3 The odds of winning a prize will vary depending on the number of eligible Contest participants.

8 PRIZE ATTRIBUTION

8.1 The participant selected in the random draw will be notified by email and/or telephone. To collect their prize, the selected participant must reply to the email or call the Organizer at the number indicated in the email or phone call within 5 days (5) days of receiving said email or phone call, failing which the participant will be deemed to have forfeited their prize.

8.2 In addition to complying with all the terms and conditions of these Rules, the participant must do the following:

8.2.1 within the abovementioned five (5)-day period, sign the confirmation form and send it, along with an initialed copy of these Rules, to the Organizer (via email contest@devourfest.com or sent via mail to 1-360 Main Street, Wolfville, NS B4P 2R3, Canada using the Organizer's standard method, which will be attached to the initial email sent to the participant.

8.2.2 at the Organizer's request, provide sufficient proof of eligibility, including photo identification issued by a recognized public institution.

8.3 If the selected participant cannot comply with the terms and conditions of these Rules, including providing their response and documents within the specified time frame, they will be disqualified and forfeit the prize. The Organizer may, at its sole and absolute discretion, (i) randomly select another eligible participant, whom it will attempt to contact and who will be subject to the same qualification rules, or (ii) not award the prize.

8.4 The prize vouchers will be sent by email.

9 WAIVER AND INDEMNIFICATION

9.1 By entering or attempting to enter this Contest, the participant releases and holds harmless the Organizer; the suppliers of goods and services comprising the prize; any company, corporation, trust, or other legal entity controlled by or related to any of them, their advertising and promotional agencies, their employees, representatives, and agents, and any other person directly or indirectly involved with this Contest (the "Beneficiaries") with respect to the malfunctioning of any computer component, software, or line of communication; the loss or absence of network communication; or any transmission that is faulty, incomplete, incomprehensible, or deleted by any computer or network and that may limit or prevent participation in the Contest, including cases of computer piracy. The participant also releases the Beneficiaries from any liability for any damage or loss that may be caused by a technological malfunction that impedes the draw from proceeding as planned or may otherwise affect the proper operation of the Contest. The participant also releases the Beneficiaries from any liability for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any internet page or software or the transmission of any information related to participation in the Contest. Without limiting the generality of the foregoing, the Beneficiaries do not guarantee in any way that the Devourfest.com website, or any other website related to the Contest, if applicable, will be accessible or functional without interruption during the Contest or free of errors, including errors that allow third parties to access personal data transmitted by participants using the entry form.

9.2 By entering or attempting to enter this Contest, the participant releases the Beneficiaries from any liability for any damages they may experience and forever waives any claims for compensation against the Beneficiaries or actions or causes of action of any kind whatsoever against the Beneficiaries in connection with (i) their participation or attempted participation in the Contest; (ii) any service interruption or malfunction that would delay or prevent the delivery of the prize once it has been dispatched by the Organizer or a prize supplier; (iii) the acceptance or use of the prize, including with respect to its condition and quality; and (iv) any delay in the transmission of any emails that do not originate from their own servers.

9.3 The Organizer and co-organizers accept no liability in the event of non-boarding due to force majeure. Expenses incurred as a result of non-boarding, such as hotels, restaurants, cabs, telephones and lost working days, are to be borne by the passenger and cannot be claimed. In the event of non-boarding due to force majeure, the Organizer and the co-organizers shall have no obligation to provide a replacement prize or to pay any other compensation whatsoever to the traveler due to such non-boarding or to the impossibility of fully benefiting from the prize.

9.4 Without limiting the generality of the foregoing, the participant acknowledges that the Organizer and the co-organizers cannot be held responsible for costs and expenses related to any accident or deterioration in the participant's state of health while using the prize, including hospitalization or repatriation expenses in the participant's country of residence.

10 PROTECTION OF PERSONAL DATA

10.1 Devour! The Food Film Festival collects the personal data of participants to organize the contest. The processing is based on the consent of the data subject. It is carried out in accordance with the provisions of the following laws: Canadian law regarding the protection of personal data : PIPEDA (Personal Information Protection and Electronic Documents Act).

10.2 By participating in this contest, participants consent to the collection and use of their personal data. This personal data will be collected, used, and disclosed by the Organizer, as well as its agents, representatives, and service providers, and other parties that it may designate for the purpose of administering the Contest in accordance with these Rules and the Organizer's privacy and confidentiality policy., available at <https://ca.france.fr/en/infos/legal-information>. However, personal data will be collected solely for the purpose of administering this Contest and will not be used for any other purpose without participants' consent. The Organizer undertakes to protect the confidentiality of this personal data, which may not be sold, rented, or provided to third parties for commercial purposes without participants' express consent. By entering the Contest, participants consent to receiving email and telephone communications from the Organizer and its agents, representatives, and service providers, as well as other any other parties it may designate in connection with the Contest.

11 USE OF IMAGES except where prohibited by law, by entering the contest, participants consent to the use of their name, image, statements, voice, and/or city and province of residence by the organizer and its representatives anywhere in the world, for any purpose whatsoever and via any form of media, without additional Compensation.

12 CHANGES TO THE CONTEST AND THE ORGANIZER'S DECISIONS

12.1 The Organizer reserves the right, to suspend, cancel or modify the Contest at any time if it determines for any reason that the Contest cannot be conducted as originally planned, or for any other event or reason that compromises the fairness or integrity of the Contest. This includes situations where a prize or a portion thereof is no longer available due to force majeure. For the purposes hereof, "force majeure" means any unforeseeable and irresistible event beyond the control of the Organizer or one or more suppliers of the goods and services comprising the prize or any part thereof, including, but not limited to, the following: war (whether declared or not), rebellion, insurrection, intervention by military or civilian armed forces, act of government or order of court or public authority, restrictions on international flights, legislative or regulatory change, riot, act of terrorism, strike, spontaneous work stoppage or slowdown, failure of telecommunication or power lines, epidemic, pandemic, or natural phenomenon.

12.2 All the Organizer's decisions regarding any matter related to the Contest are final in all respects, and the persons eligible to participate in the Contest agree to comply with all the Organizer's instructions and decisions. In the event that a dispute arises regarding the interpretation of any provision of these Rules, the Organizer's decision or interpretation shall be final and binding on all Contest participants.

12.3 Conditions that are specific to the prize are subject to change without notice.

13 DISPUTES

13.1 Except where prohibited by law, participants consent to the following: (i) any dispute, claim, or cause of action arising out of or related to the Contest or any prize awarded in connection with the Contest shall be resolved without resorting to any form of class action, exclusively by courts in the province of Quebec, and any dispute concerning the exclusive jurisdiction of those courts shall be waived; (ii) any claim, judgment, or damages awarded to any individual shall be limited to the expenses actually incurred, including the costs associated with participation in the Contest, but shall in no event include any legal fees; and (iii) in no event shall indirect, punitive, or incidental damages, or any damages other than reimbursable expenses, be claimed or awarded, and any right to multiply or increase any such damages, if applicable, shall be waived.

14 INTELLECTUAL PROPERTY

All intellectual property, promotional material, websites, and source codes are the property of the Organizer and related entities. All rights reserved. Unauthorized use or copying of any copyrighted or trademarked material without the express written consent of its owner is strictly prohibited.

15 GENERAL PROVISIONS

15.1 The Contest will be governed, as applicable, by the laws of the province of Nova Scotia and by Canadian law, excluding conflict of law rules that could lead to the application of laws from other jurisdictions.