

CONTEST RULES and REGULATIONS FOR “Burrowing Owl Sign Up and Win” (the “Contest”)

This Contest is sponsored by Burrowing Owl Vineyards Ltd (the “Contest Sponsor”). The Contest runs from April 1, 2024 (the “Contest Starting Date”) and October 1, 2024 at 11:59 pm” (the “Contest Closing Date”). A monthly draw will occur on the 1st business day of each month following the final day of the previous month, between the contest period dates and include all eligible entrants from the previous month only. The initial draw date will be May 1, 2024 and the final draw date will occur following September 30, 2024. All contest periods will begin in PST and end in PST.

1. ELIGIBILITY: The Contest is open to Canadian residents (excluding Quebec) who are 19 years of age or older except: (i) employees, agents and representatives of the Contest Sponsors, each of their associated companies and agencies and the third party independent judging organization (collectively, the “Contest Entities”); (ii) members of the immediate families of the aforementioned employees, agents and representatives or persons with whom such employees, agents or representatives contractors are domiciled. “Immediate family members” are defined as spouse, common-law spouse, parents, siblings, children and co-habitants. To be eligible, entrant must be a Canadian citizen and completed all the instructions on how to enter listed below. The Prize has no redemption period. Please enjoy responsibly, must be of legal drinking age to enter.

2. HOW TO ENTER: NO PURCHASE NECESSARY. No purchase or payment necessary to enter or win. Purchase will not improve an entrant's chance of winning. To enter, the entrant must complete the following:

- Provide their name, email address and home location on the sign up page on the Burrowing Owl website;
- Agree to receive marketing materials delivered to their email address occasionally;
- Be a Burrowing Owl subscriber on the draw date following the date of entry.

The Contest Sponsors are not responsible for lost, late or incomplete entries and any such entries will be void. Entries are limited to the contest period and winners must be able to redeem the prize as awarded without substitutions. All entries must be received on or before the Contest Closing Date.

3. DRAW: A random draw will be held by the Contest Sponsor (the “Contest Judges”) in Oliver, BC, Canada from all the eligible entries received on or before the Contest Closing Date. Consecutive draws will be made every 48 hours from remaining eligible entries until the prizes have been issued. The odds of winning the Prize depend on the number of entries received.

4. PRIZE WINNERS: Only the selected entrants will be notified. If the selected entrants

cannot be contacted within 48 hours, an alternative entrant will be randomly selected. This process will be repeated until a selected entrant is contacted or there are no more eligible entries, whichever comes first. In order to win, the selected entrant must show a valid driver's license or other government issued photo identification as evidence of identity and must correctly answer, unaided and within a set timeframe, a skill testing question administered by a representative of the Contest Sponsor. If the selected entrant does not respond within three (3) days of notification or does not answer the skill testing question correctly, they will be disqualified and another eligible entrant may be selected (in the Contest Sponsor's sole discretion) at random as a potential prize winner until such time as an entrant satisfies the terms set out herein and the prize relating to the Contest is awarded.

The winner will be required to sign a Declaration and Release of Liability Form confirming compliance with the Official Contest Rules and Regulations, releasing the Contest Sponsor and its affiliated companies, their advertising and promotional agencies and the Contest Judges from any liability resulting from the awarding of the Prize and confirming acceptance of the Prize awarded. Any additional cost not related to the prize is the winner's sole responsibility. Winner agrees that Contest Sponsors may use their name and/or likeness in any promotional materials without further payment or consideration.

5. PRIZE: There is one (1) prize available to be won each month of a \$250 Gift card that can be used at Burrowing Owl Wine Shop, Burrowing Owl Guest House, Burrowing Owl Sonora Room Restaurant, and Wild Goose Tasting Room.

There are a total of 6 - \$250 Gift cards to be won. Depending on the time of entry each entrant will be valid for the month of entry only.

The prize winner is solely responsible for all costs not expressly described herein including, without limitation, alcoholic beverages, applicable taxes, ground transportation, other transportation, gratuities, together with any required identification and all personal expenses of any kind or nature.

All prizes must be accepted as awarded, without substitution and are not transferable or redeemable for cash or allowed to be sold. The Contest Sponsors have the right to substitute the prizes in whole or in part in the event that all or any of the components of the Prize is unavailable. In the event that the winner is unable to redeem any or all of the Prize components due to reasons beyond the control of the Contest Sponsors, their employees, representatives, agents and all parties associated with this Contest, no cash alternative, other compensation, substitution or transfer of Prize will be provided.

6. RELEASE: By entering this Contest, the entrants and participants automatically agree to accept and abide by these Rules and Regulation. All decisions of the Contest Sponsors and Judges 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.

7. LAWS: Contest is subject to all applicable federal, provincial and municipal laws and shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

None of the Contest Sponsors accepts any responsibility for lost, stolen, delayed, late, damaged or misdirected entries or for any failure of the website during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any entry to be received on account of technical problems 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 entering or attempting to enter the Contest. Entries are subject to verification and will be declared invalid if they are illegible, mechanically or robotically programmed or reproduced, mutilated, forged, falsified, altered or tampered with in any way. The Contest Sponsor reserves the right, at its sole discretion and without notice, to disqualify any entry and to modify, terminate, or suspend this Contest for any reason including if a virus, bug, non-authorized human intervention, action of entrant(s), or other cause corrupts or impairs the administration, security, fairness, or proper play of the Contest, and, if the Contest is modified, terminated, or suspended, select winners from those eligible entries received prior to the event requiring such modification, termination, or suspension.

8. TERMINATION: The Contest 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.

9. RELEASE: Before, and as a condition of, being declared a winner and being awarded a prize, each potential winner will be required to execute and return a Declaration and Release of Liability within 24 hours of attempted delivery or prize will be forfeited and may be awarded to an alternate entrant. The Declaration and Release of Liability document will release and save harmless the Contest Sponsors from and against any liability whatsoever in connection with the conduct of this Contest and the awarding and/or use of any prize. The return of any prize/prize notification as undeliverable or noncompliance with the terms of these Official Rules may result in disqualification and at Contest Sponsors' discretion, selection of an alternate entrant.

10. LIMITATION OF LIABILITY: Contest Sponsors are not responsible for lost or late entries or Declaration and Release forms, or for any typographical, or other error in the printing of the offer, administration of the Contest, or announcement of the prize, or for technical, hardware, or software malfunctions, computer virus, bugs, tampering, unauthorized intervention, fraud, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest, or by any human error which may occur in the processing of the entries in this Contest, or any other cause beyond the reasonable control of Contest Sponsors that interferes with the proper conduct of the Contest as contemplated

by these Official Rules. If, in the Contest Sponsors' opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of the Contest, the Contest Sponsors reserve the right to modify, cancel, or suspend this Contest without prior notice or obligation. Any attempt to deliberately damage any 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 the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Contest Sponsors reserves the right to disqualify a person if he/she enters the Contest or tries to do so by any means contrary to these rules or which would be unfair to other entrants or where entries or votes are generated by any mechanical or automated means. Refusal to accept a prize releases the Contest Sponsors, as well as their respective directors, officers, and employees, of all responsibility and obligations toward the winner of such prize. In no event shall Contest Sponsors be held to award more prizes than what is mentioned in these rules or to award prizes otherwise than in compliance with these rules. Contest Sponsors shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation unforeseeable or beyond their control, including but not limited to force majeure, a strike, lockout, or any other labour dispute at their location or the locations of the businesses whose services are used to hold this event. In the event of any dispute concerning the operation of any element of the Contest or these Contest Rules, the decision of the Contest Sponsors will be final.

By entering the Contest, each entrant agrees to release, indemnify and forever hold harmless the Contest Sponsors from and against any and all claims, demands, damages, actions and causes of action arising or to arise by reason of the entrant's participation in the Contest and/or the acceptance, use or misuse of the Prize.

11. CONDITIONS OF ENTRY: Acceptance of a prize constitutes permission for the Contest Sponsors and their agencies to use winners names, cities and provinces/territories of residence, and likenesses for purposes of advertising and publicity in any and all media – now or hereafter known throughout the world in perpetuity – without further compensation, notification, or permission, unless prohibited by law. All information requested by and supplied by each entrant must be truthful, accurate, and in no way misleading. Contest Sponsors reserves the right to disqualify any entrant from the Contest in their discretion, should the entrant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the entrant be ineligible for the Contest pursuant to these rules.

12. PRIVACY: 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 of Contest Sponsors by mail or e-mail. Entrants are able to opt in with respect to receiving such marketing information online. 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.

13. INTELLECTUAL PROPERTY: All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Contest Sponsor. 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.

14. LANGUAGE DISCREPANCY: In the event of any discrepancy or inconsistency between these Contest Rules and Regulations and disclosures or other statements contained in any Contest-related materials, the terms and conditions of the Contest Rules and Regulations shall prevail, govern and control.

15. SPONSOR(S): This contest is sponsored by: Burrowing Owl Vineyards, 500 Burrowing Owl Place, Oliver, BC, V0H 1T1, info@burrowingowlwine.ca