

**The Fridge Door Photo Contest**  
**www.StutzCider.com**

**ELIGIBILITY**

To be eligible for this Contest, an individual must be 19 years or older, a legal resident of Canada, specifically, they must reside in the province of Nova Scotia.

(I) Employees, directors, agents and representatives of Stutz Cider/ShipBuilders Cider Limited, (the “Sponsors”), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, (collectively the “Contest ”);(II) any person who is an immediate family member of any person listed in subparagraph (I) and (III) household members of any person listed in subparagraph (I), are not eligible to participate in the Contest. All entrants agree to cooperate with the Sponsors in all investigations conducted by the Sponsors or on its behalf.

The Sponsors have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, accurate, complete, and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any such entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

The use of any form of vote manipulation including, but not limited to, ‘like’ sharing boards, payment for votes, multiple illegitimate or multiple Facebook accounts and/or IP address cheating software is strictly prohibited and will result in disqualification and exclusion from all future contest participation. The Sponsors may determine at their absolute discretion whether vote manipulation has occurred.

**CONTEST PERIOD**

- All contest entries must be submitted during the entry contest period starting on Tuesday, June 25, 2013 and ending at 11:59pm on Thursday, July 18, 2013. Voting period will take place during the same period.

**HOW TO ENTER**

There is no purchase necessary to enter the Contest.

- **To enter online:** Visit facebook.com/stutzciderns (the “Contest Website”), click on the ‘The Fridge Door Photo Contest App button tab, and follow the provided instructions to enter your photo.
- You may also choose to enter by submitting an 1,500 word photo essay as another form of contest entry. The entry must be a photo and an essay that answers the question “Why

this summer will be a great one with Stutz Cider?” and must include your name, address, email, age, contact number. This can be mailed to SBC – The Fridge Door Photo Contest at 1559 Brunswick Street, 4<sup>th</sup> Floor, Halifax, NS B3J G1.

- Weekly prize winners will be announced based on the entry’s creativity and originality.
  - Prize draw dates: July 2, July 9, July 19
  - On Friday, July 19, 2013, another winner will be declared winner based on most votes via the Facebook Contest The Fridge Door Photo Contest App, from all eligible Entries received during the Contest period.
  - All Sponsor’s decision in entry qualification and winner selection is final.
  - Limit of two (2) entries per person per email address / Facebook account/person during the Contest Period. In the case of multiple entries, only the first eligible two entries received will be considered. Further, no entrant is permitted in any way or manner to use more than one (1) Facebook account/email address/name to enter the Contest.
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- All entries become the sole property of the Sponsors; they will gain rights to own, promote, market the photo or entry and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled. No communication or correspondence will be exchanged with entrants, except those selected for a Prize.
  - Entries received shall be deemed to be submitted by the authorized account holder of the email address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an email address is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Each selected entrant may be required to provide the Sponsors with proof the selected winner is the authorized account holder of the email address associated with the winning entry.
  - Entries by voting, received online shall be deemed to be submitted by the authorized account holder of the email address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an email address is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Each selected entrant may be required to provide the Sponsors with proof the selected winner is the authorized account holder of the email address associated with the winning entry.

## **PRIZES**

- There are a total of four prizes to be won

Winner 1: Gift certificate for \$100 at The Five Fisherman Restaurant

Winner 2: Gift certificate for \$100 at Le Bistro by Liz

Winner 3: Gift certificate for \$100 at Brooklyn Warehouse

Winner 4: Gift certificate for \$100 at The Five Fisherman Restaurant

- All details of prizes will be determined by Sponsors in their sole discretion.
- Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prizes by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsor in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible Entries at Sponsors' sole discretion.

## **WINNER SELECTION**

There will be a total of three winners to be selected based on their entry's originality and creativity. Also, another winner will be announced and this is determined by the entry with the most votes at the end of the contest.

You are only allowed to win once in all the weekly prize draws. The photo with the most votes may be a repeat winner.

## **PRIZE DRAW**

Weekly announcement of winners: July 2, July 9, July 19

Announcement of Most Popular Photo winner: July 19

\* Winners will be selected from all eligible Entries received during the Contest period. Sponsors will make two (2) attempts to notify the potential Winner at the phone number and / or email address submitted at the time of Entry.

- The odds of being selected as a potential winner in a Contest Period are dependent upon the number of eligible entries received by the Sponsors and the voting results during the applicable Contest Period.
- Upon notification, the selected entrant must respond by email or telephone to the contact information provided in the notification, and the selected entrant's response must be received by the Sponsors within two (2) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- In order to be declared the Contest Winner, the potential winner must first correctly answer, unaided, a time limited mathematical skill testing question administered by the Sponsor.
- In the event of a tie for the most popular entry, a random drawing will take place on or about

Monday, July 22, 2013 by the Sponsor team and whose decisions are final and binding in respect to all matters related to the Contest. The draw will take place from among final entries with the same number of winning votes received during the Contest Period. The Sweepstake's computer system (the "Contest computer") is used to govern all computer and time-related aspects of the Contest, and among other things, is the official time-keeping device for the Contest

- If, as a result of an error relating to the entry process, voting, or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, in the Sponsor's sole discretion, there will be a random draw from amongst all persons making purportedly valid claims to such prize claimants after the Contest's closing date to award the correct number of Prizes.

## **RELEASE**

Winners from the Contest must confirm the following. They may also be asked to sign a release:

- Eligibility for the Contest and compliance with these Contest Rules;
- Acceptance of the Prize as offered;
- Release of each of Facebook, Contest Entities, the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and
- Grant to the Sponsors the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited, without any liability to Sponsors whatsoever. Actual receipt by the Sponsors and not proof of delivery is required.

## **INDEMNIFICATION BY ENTRANT**

- By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

## **NON LIABILITY OF SPONSORS**

- The Sponsors, their affiliates, as well as their respective directors, officers and employees, shall assume no liability resulting from any loss, damage, or claims caused by the awarded prize or the Contest itself, any failure of the website during the Contest period, any problems, human or technical error, printing errors, or prizing error lost, delayed or garbled data or transmissions, omissions, interruption, deletion, or any losses or delays, in any mail or courier service, mistaken addresses on mail or e-mail received or sent, typographical errors, technical issues, computer or telephone malfunctions, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, or failure of any e-mail; or the loss or non-recording of any entry or entry form or vote or release to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, any injury or damage to an entrant or voter, the incorrect or inaccurate capture for any reason of entry information or votes, entries or votes which fail to comply with the Rules, loss or theft of computer or telephone data, damage to software or computer equipment, fraudulent calls, printing, production, distribution, administration, or winner selection errors, any injury or damage to an entrant's or another person's computer, other electronic devices, or software, related to or resulting from uploading or downloading any material in the Contest, all of which may affect a person's ability to participate in the Contest, or any other mistake or other matter whatsoever. Entry material/data that have been tampered with or altered may be void.

## **PRIVACY / USE OF PERSONAL INFORMATION**

- In the course of conducting this Contest, the Sponsors will acquire certain personal information as submitted by persons seeking to enter the Contest. By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, birth date and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners. If any entrant chooses to "opt into" receiving future communications from the Sponsors, the Sponsors from time to time will send that person email notifications of other contests, products, news and other matters which the Sponsors deem is of public interest. If any such person declines to "opt into" receiving further communications from the Sponsors, the Sponsors will use his/her personal information only for the purpose of conducting and administering this Sweepstake.

## **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 Sponsors, Prize product companies, 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.

## **TERMINATION**

- Sponsors reserve 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.

## **LAW**

- These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Nova Scotia including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. Any attempt by any person to deliberately damage the Facebook page or to undermine the legitimate operation of the Contest or any part or parts of the Contest may be a violation of criminal and civil laws, and should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution

## **LANGUAGE DISCREPANCY**

- In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, print or online advertising, or media coverage the terms and conditions of the Contest Rules shall prevail, govern and control.