



208 E. Bayfront Parkway • Suite 103 • Erie, PA 16507-2405

Phone: 814.454.1000

1.800.524.3743

[www.VisitErie.com](http://www.VisitErie.com)

## Official Contest Rules (“Rules”)

### Lake Erie Wine County Challenge

The Lake Erie Wine County challenge (the “Contest”) is provided by the Contest sponsor, VisitErie. NO PURCHASE NECESSARY. A purchase or payment of any kind will not increase your chances of winning.

1. **Eligibility** – The Contest is open only to legal residents of the United States of America and Canada who are at least 21 years old or the age of majority according to the law of the state/province in which they reside. Excluded from eligibility are officers, directors, employees, volunteers, agents and representatives of VisitErie. No purchase is necessary to enter the Contest. The Contest is void where prohibited by law.
2. **Acceptance of Rules** – Participation in the Contest constitutes a participant’s full and unconditional agreement to these Rules. Winning a prize is contingent upon fulfilling and complying with all requirements set forth herein.
3. **Administrator** – Erie Area Convention and Visitors Bureau, dba VisitErie, 208 E Bayfront Parkway, Suite 103, Erie, PA 16507
4. **Timing** – The Contest commences on September 15, 2023 and, subject to these rules, concludes at midnight (Erie, PA) on October 31, 2023 (the “Contest Period”).
5. **Participation** –
  - a. To participate in the Contest, participants must check into six participating wineries using the ‘Hello Erie’ Trip Planner App. Participants must select one of the options within the app on how to receive their gift: pick up or mail
  - b. Limit one entry per person. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant’s entries and that participant may be disqualified.
  - c. Any entry that is illegible, incomplete, altered, or contains inappropriate material/subject or false information is invalid.
6. **Selection and notification of winners** – At the conclusion of the Contest Period, participants must have completed the challenge to receive the gift. VisitErie will not reach out to participants who completed the challenge and not receive their gift. If after exercising reasonable efforts, VisitErie cannot establish communication with a Winner within one week from the first attempt to contact them, VisitErie will be free of any liability and Winner may forfeit the prize. If there is a dispute as to the identity of an online participant, the prize will be awarded to the authorized account holder of the email address submitted when entering. Winners may be required to provide personally identifiable information, including their date of birth and taxpayer identification number to ensure compliance with applicable laws.



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Odds of winning a prize depend on the number of eligible entries received during the Contest Period.

7. **Prize** – Prizes for the Contest include:

- a. Wine appetizer plates (4) and grill scraper

Prizes are subject to change based on availability and other factors. The prize is non-transferable and no substitution will be made except as provided herein at the Administrator's sole discretion. Administrator reserves the right to substitute a prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

8. **Terms of acceptance** – Each prize must be accepted as awarded. No prize substitution, assignment or transfer of prizes is permitted except: (i) as otherwise explicitly provided herein; or (ii) at VisitErie's sole discretion. VisitErie reserves the right to substitute a prize with one (1) of comparable value or greater value without liability or consent. All costs and expenses not specifically included above as part of any prize, including, without limitation, insurance, taxes, meals, beverages, gratuities, phone calls, other transportation costs, laundry and mini-bar charges and any other personal and incidental expenses and any taxes thereon, are the sole responsibility of the Winner (and his/her guests, as applicable).

9. **Privacy** - VisitErie, its authorized agents and/or representatives may collect, use, and disclose the personal information provided by each participant at the time they enter the Contest for the purposes of administering the Contest, prize fulfillment and ongoing marketing, research and other initiatives engaged by VisitErie, all in VisitErie's sole discretion. By entering this Contest, each participant expressly consents to the use of their personal information for such purposes. By accepting a prize, a Winner hereby consents to VisitErie's use of the Winner's name, city of residence, picture, social media handle(s), statements, voice and likeness in any advertising and publicity that VisitErie may conduct in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time in perpetuity, without further compensation or notice to the Winner.

10. **Additional Terms** - VisitErie reserves the right, at its sole discretion, to disqualify any participant from the Contest if VisitErie finds or reasonably believes such individual (i) to be tampering with the entry process or the operation of the Contest or where applicable, the Contest page, website or portal; or (ii) to be acting (a) in violation of these Rules; (b) in an unsportsmanlike or disruptive manner; or (c) with the intent to annoy, abuse, threaten or harass VisitErie, or any of their respective employees, any other participants, or any other person. Any attempt by a participant or other individual to automate the entry process, or otherwise undermine the legitimate administration, security or operation of the Contest constitutes a violation of law. VisitErie reserves the right to seek remedies and damages from any such person to the fullest extent permitted by law. Participants engaging in any of the foregoing activities may be disqualified and will forfeit any prizes won.

The decisions of VisitErie in regards to all matters of the Contest are final and binding upon participants. In the event of any dispute regarding the interpretation of the rules of the Contest or any decision rendered by VisitErie, the decision or interpretation of VisitErie shall prevail.



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Participants agree that upon submitting a Contest submission, VisitErie shall have an unlimited, irrevocable perpetual license to publish, distribute, publicly perform or display, post electronically, create derivative works from, or otherwise reproduce in any manner the participant's photo submission in any media whatsoever, including, without limitation, in connection with the VisitErie's social media websites, and photostreams anywhere in the world, without further payment or notice for the purposes of VisitErie's advertising, marketing, promotion, and/or journalistic, archival, historical, internal and external recognition activities.

All participants must comply with applicable laws.

Contestants acknowledge that VisitErie and all involved advertising and promotional agencies, suppliers providing prizes or other materials or services in connection with this Contest, anyone else involved in the development or execution of this Contest, each of their respective parent companies, subsidiaries and affiliated companies and each of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees") have not made, nor are in any manner responsible, for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to, its quality, merchantability and fitness for a particular purpose. The Releasees bear no responsibility for and expressly disclaim any liability for any additional expenses, omissions, delays, re-routing, or acts of any government or authority that affect or impact a Contest participant or Winner.

BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT HEREBY RELEASES AND HOLDS HARMLESS ALL OF THE RELEASEES FROM ANY AND ALL LIABILITY, INJURIES, LOSS, CLAIMS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING FROM OR IN CONNECTION WITH: (I) PARTICIPATING IN THE CONTEST; AND/OR (II) ACCEPTANCE, USE, MISUSE OR NONUSE OF ANY PRIZE OR PARTS THEREOF, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS OF ANY KIND, LOSS INCURRED DURING TRAVEL TO/FROM, AND/OR ATTENDANCE AT, ANY OF THE EVENTS FORMING PART OF THE PRIZES AND FROM LIABILITY TO ANY OTHER PERSONS RELATING TO OR RESULTING FROM ENTERING THE CONTEST.

Without limiting the foregoing, the Releasees are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants, any third parties or technology platforms, or by any of the equipment, hardware, software or programming associated or used with the Contest; (ii) technical errors, defects, delays or failures of any kind, including, without limitation, malfunctions, interruptions or disconnections in communications lines, internet or website access, hardware or software; (iii) digital or electronic disruptions (e.g. security breaches); (iv) unauthorized human intervention (e.g. hacking); (v) technical or human error which may occur in connection with any aspect of the Contest; (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a participants or guest's participation in the Contest, or receipt or use of any prize; (vii) participants' breach of terms of use of any technology platform; or (viii) lost, incomplete, illegible or garbled entries, mail or transmissions, interrupted or unavailable network, server or other connections, miscommunications, computer viruses, bugs, worms, tampering, unauthorized intervention, fraud, failed computer hardware or software or telephone transmissions, or other errors or problems of any kind whether electronic, mechanical, or human.



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Notwithstanding any other provision contained herein, VisitErie reserves the right, in its sole discretion, to cancel, suspend, reinstate or close the Contest, at any time in whole or in part without prior notification, and for any reason whatsoever.

The Contest and the Rules shall be governed exclusively by and construed in accordance with the laws in the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles.

#### **11. Arbitration**

a. All disputes, claims, or controversies arising out of or relating to the Contest or these Rules or any prizes delivered in connection herewith or therewith that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted by JUSTUS ADR Services (or other arbitration service chosen in VisitErie's sole discretion) in Erie, PA before a panel of one arbitrator selected by VisitErie (the "Arbitrator"). The costs of the Arbitrator shall be borne by the participant, which may be subject to reimbursement in accordance with the provisions of Section 11.b. This arbitration shall equally apply to claims of fraud or fraud in the inducement.

b. The arbitration shall commence within one hundred eighty (180) days of the date on which a written demand for arbitration is filed with the Arbitrator. In connection with the arbitration proceeding, the Arbitrator shall have the power to order the production of documents by each party and any third-party witness but shall not have the power to order the answering of interrogatories or the response to requests for admission. The arbitration shall also not have any depositions in connection with any discovery. In connection with the arbitration, each party shall provide to the other, no later than seven (7) business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witnesses or experts. The Arbitrator's decision and award shall be made and delivered within fourteen (14) days following conclusion of the arbitration hearing, and may be entered as a judgment in a court of competent jurisdiction. The Arbitrator's decision and award shall include reasonable attorney's fees and costs incurred by substantially prevailing party. The Arbitrator shall not have power to award damages that are specifically excluded under these Rules, and each participant hereby irrevocably waives any claim to such damages.

c. The parties covenant and agree that they will participate in the arbitration in good faith. Any party unsuccessfully refusing to comply with an order of the Arbitrators shall be liable for costs and expenses, including attorney's fees, incurred by the other party in enforcing the award.

d. All parties irrevocably and unconditionally consent to the jurisdiction of the Arbitrator to resolve all disputes, claims or controversies arising out of or relating to the Contest or these Rules or any prizes delivered in connection herewith or therewith that are not resolved by mutual agreement, and further consent to the sole and exclusive jurisdiction of the state or federal courts serving Erie County, PA for purposes of enforcing the provisions of this Section 11. The parties further irrevocably waive any objection to proceeding before the Arbitrator based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waive and agree not to make a claim in any court that arbitration before the Arbitrator has been brought in an inconvenient forum. The parties hereby consent to the service of process by U.S.P.S. Registered Mail at the address provided by the participant, or the address of VisitErie as set forth in these Rules. The parties agree that its submission to jurisdiction and its consent to service of process by mail is made for the express benefit of the other parties involved.