# MAGIC HOUR by THE MAGIC BOX CONTEST

#### **Contest Rules**

#### NO PURCHASE NECESSARY

1. No purchase required. The "Magic Hour by the Magic Box" Contest is held by Vins Philippe Dandurand Ltés (the "Contest Organizers"). The Contest runs on Instagram from July 5, 2021 at 10:00 a.m. Eastern Time ("ET") to July 16, 2021 at 6:00 p.m. (ET) (the "Contest Period").

## 2. ELIGIBILITY

The Contest is open to residents of Canada (outside Quebec) who have reached the age of majority in their province or territory of residence and have a registered Instagram account at time of entry. Employees, representatives and mandataries of the Contest Organizers, of any company, corporation, trust or other legal entity controlled or affiliated to them, their advertising and promotional agencies, suppliers of material and services related to this Contest, and members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse and any individual with whom such employees, representatives and mandataries reside are not eligible.

To enter the Contest and in order to be notified in case you are selected for a prize, you must ensure that the private messaging functionality of your Instagram account allows you to receive messages from third parties, including the Contest Organizers and the influencers.

## 3. HOW TO ENTER

To enter the Contest:

- Visit & follow the influencers Instagram pages which initiate the contest (@liviandjax / @bijuleni / @lapetitenoob / @christina.mychas / @jasmine.lorimer / @heidikysa / @laaurenhahn)
- Like the contest post
- Comment the contest post by tagging a friend with Instagram handle (@ + Instagram username)
- Follow the account @magicboxwines on Instagram during the Contest Period.
- For one (1) extra chance to win the contest, you can share the influencer post in your story.

By proceeding as aforementioned, you represent that you have read and accepted these Contest rules and you release the Instagram platform from all liability with respect to this Contest. One (1) entry into the Contest per valid comment submitted during the Contest Period.

To be valid, comments must not:

- Be sexuallr suggestive, profane or pornographic, or contain nudity;
- violent or derogatory;
- promote racism, violence, hatred or harm against any group or individual, or promote discrimination;
- promote alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- inappropriate, indecent, obscene, offensive, hateful, defamatory or endorse any form of hate or hate group;
- · defame, misrepresent or contain disparaging remarks;
- contain material that violate third parties rights without permission;
- contain personal identification, such as personal names or street addresses;
- be in violation of Instagram's Terms of Use, Community Guidelines, Privacy Policy, or other conditions.
- 4. **Entry limit**. Entrants must respect the following limit otherwise they may be disqualified: Use of only one Instagram account per person.

## 5. **PRIZE**

In total, there are six (6) prizes to be won, so one (1) prize per influencer. Each prize has an approximate retail value of \$800 and consists of a one (1) Magic Hour Box and one (1) Visa gift card. Limit of one prize per person, per residence.

6. **Odds of winning**. The odds of an entry being selected for a prize depend on the number of eligible entries registered during the corresponding Contest Period per influencer.

## 7. DRAW

The draws will be held at 8 p.m. (ET) on July 16, 2021. They will be done by each influencer among all eligible entries registered (on their own Instagram account) during the Contest Period. The draws will be done by the influencers under the supervision of Made In blog Agency inc. 31 Saint-Viateur street East, Suite 101, Montréal, QC H2T 1X3

#### 8. AWARDING OF PRIZES

To be declared a winner, an entrant selected for a prize must:

- 8.1 Be reached by private messaging on his/her Instagram account by one of the influencers within two (2) business days of the draw;
- 8.2 Provide the Contest Organizers with his/her full name and complete mailing address as well as email address for delivery of the prize;
- 9. Failure to comply with one of the conditions mentioned in these Contest Rules or to accept the prize will cause the selected entrant to be disqualified. In such a case, the Contest Organizers may proceed, at their sole discretion, with a new draw to award the prize; the new selected entrant being subject to disqualification as per the above.

10. The prize will be delivered to the address submitted by the winners within four (4) to six (6) weeks following the receipt of the Declaration Form.

#### **GENERAL CONDITIONS**

- 11. **Verification**. All documents allowing entry into the Contest and the declaration forms are subject to verification by the Contest Organizers. Any document which is, as the case may be, incomplete, illegible, mutilated, fraudulent, registered or submitted late, bearing an invalid email address or phone number, not bearing the correct answer to the mathematical skill-testing question or otherwise noncompliant shall be rejected and will not entitled to an entry or to a prize, as the case may be.
- 12. **Disqualification**. The Contest Organizers reserve the right to disqualify a person or to cancel one or several entries of a person who enters or tries to enter this Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants (e.g. entries exceeding the authorized limit).
- 13. **Conduct of the Contest**. Any attempt to deliberately sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizers reserve the right to reject the entrant's entries and obtain legal or equitable relief under applicable laws.
- 14. **Acceptance of a Prize**. Prizes must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person, replaced by another prize or exchanged for cash, except as provided in the portion below.
- 15. **Prize Substitution**. In the event where it would be impossible, difficult and/or more costly for the Contest Organizers to award a prize (or a portion thereof) as described in these Contest Rules, they reserve the right to award a prize (or portion thereof) of the same kind and of equal value or, at their sole discretion, the cash value of a prize (or portion thereof) as indicated in the Contest Rules.
- 16. Liability limit: use of the prize. By entering the Contest, any entrant selected for a prize releases and holds harmless the Contest Organizers, any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, their employees, representatives and mandataries (the "Released Parties") from and against any damage resulting from the acceptance or use of the prize, including, without limitation.
- 17. **Instagram**. The Contest Organizers do not warrant that access to or use of the Instagram application will be uninterrupted during the Contest Period or error-free.
- 18. Liability limit: conduct of the Contest. The Released Parties disclaim all liability for any of the following that may limit or prevent any entrant from entering the Contest: malfunctioning of the Instagram platform, any computer component, software or communications lines; loss or lack of a communications network; or any transmission that is faulty or incomplete, incomprehensible or erased by any computer or network. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or by the transmission of any information related to participation in the Contest.
- 19. **Contest modification**. The Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security,

impartiality or conduct of the Contest as provided in these Contest Rules, subject to approval by the Régie des alcools, des courses et des jeux du Québec, if required.

- 20. **Termination of Participation in the Contest**. In the event that the computer system does not work as intended during the Contest Period for whatever reason or if participation in the Contest must be terminated in whole or in part before the Contest Period as provided in these Contest Rules, the Contest Organizers may, at their sole discretion, proceed with the draw among the entries duly registered during the Contest Period or up to the date of the event ending participation in the Contest to award the remaining prizes.
- 21. **Prize limit**. In no event shall the Contest Organizers be required to award more prizes than indicated in these Contest Rules or to award a prize otherwise than in compliance with these Contest Rules.
- 22. **Liability limit: entry in Contest**. Persons who enter or try to enter this Contest release the Released Parties from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Contest.
- 23. **Authorization**. Any entrant selected for a prize authorizes the Contest Organizers and their representatives to use, if required, his/her name, photo, likeness, voice, place of residence and/or statement regarding a prize for publicity purposes, without any form of compensation.
- 24. **Communication with entrants**. No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Contest Rules or at the participants' initiative.
- 25. **Personal information**. The personal information provided by the entrants about themselves for the purposes of the Contest will only be used by the Contest Organizers to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants, unless they have otherwise agreed to receive such communications.
- 26. **Property**. Declaration Forms are the property of the Contest Organizers and shall not in any case be returned to entrants.
- 27. **Entrant Identification**. For the purpose of these Contest Rules, the entrant is the person whose is the authorized holder of the Instagram account used to participate in the Contest; it is to this person the prize will be awarded if he/she is declared a winner.
- 28. **Contest Organizers' decision**. Any decision by the Contest Organizers or their representatives regarding this Contest is final and without appeal, subject to a ruling by the Régie des alcools, des courses et des jeux du Québec on any issue under its jurisdiction.
- 29. **Litigation**. For Quebec residents, any litigation respecting the conduct or organisation of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux du Québec for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie for the purpose of helping the parties reach a settlement.
- 30. **Unenforceability**. If a section of these rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections shall be applied within the limits of the law.
- 31. **Language**. In case of a discrepancy between the French version and the English version of these Contest Rules, in the event that a French version is available, the French version shall take precedence.
- 32. **Social Media Platforms**. This Contest is not associated with, managed or sponsored by any social media platform, including Instagram. Any question, comment or complaint regarding the Contest must be directed to the Contest Organizers and not to Instagram. Instagram and all its affiliates, directors, officers, agents and employees are not liable for any claims arising out of or in connection with the organization of this Contest. By participating in

this Contest, each entrant agrees to abide by the terms and conditions of use, contracts, other policies and/or guidelines governing the social media platform and releases the Released Parties from and against any damage that could arise from the use of this platform.