‘Fall for Cape Breton’ Contest
Official Rules and Regulations
(‘Official Contest Rules’)

These are the official rules and regulations ***governing ‘Fall for Cape Breton’ contest.***

1. ‘The Fall for Cape Breton’ Contest (the “Contest”), sponsored by Destination Cape Breton commences at **12:01am AST on October 1, 2025, and concludes at 11:59 pm AST on October 31, 2025** (the “Contest Entry Period”).

2. How to Enter:
   a. No purchase necessary.
   b. Post a Fall themed photo of Cape Breton Island on your **public** social media account. The hashtag **#FallForCapeBreton** must be in each post to be entered into the contest, our accounts must be tagged in your post. This contest is limited to Facebook, Twitter, and Instagram in regard to social media platforms.

   All entries (“Entries” or an “Entry”) become the property of the Sponsor and will not be acknowledged or returned.

3. The Contest is open to all residents (excluding areas where prohibited by law) who are 21 years of age or older at the time of entry except the Contest is not open to employees of Destination Cape Breton or its affiliates, subsidiaries, advertising or promotional agencies, or immediate family members of such employees (defined as parents, siblings, children, and spouses, regardless of where they live), or anyone who is domiciled with such employees. The Contest is subject to all applicable federal, provincial, and local laws and regulations and is void where prohibited.

4. Entrants who have entered through fraudulent means or who have provided false or misleading information will be disqualified.

5. There is one prize package available to be won: ‘**Fall for Cape Breton’ Prize Package**. The Prize Package is based on availability at the time of booking and must be utilized before the end of the **2026 Tourism Season (October 31, 2026).**

6. **‘Fall for Cape Breton’ Prize Package includes:**

   - Accommodations for two people, in double occupancy, for two nights at **LaPointe Chalets**
   - Dining experience for two at **Doucet**
   - A Visa gift card valued at $250 for gas and other meals

   Any additional costs and/or fees incurred by the winner and/or the accompanying traveler are the sole responsibility of the winner and/or accompanying traveler.

   The Sponsor makes no warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of ‘Fall for Cape Breton’ Prize Package and any travel related thereto.

7. ‘Fall for Cape Breton’ Prize Package is subject to the conditions, restrictions, expiry dates, requirements and regulations noted on the prize certificates and are applicable at the time of delivery and use. ‘Fall for Cape Breton’ Prize Package is not transferable or sub-dividable and will be awarded to one confirmed winner only. ‘Fall For Cape Breton’ Prize Package is not convertible to cash, will not be substituted, and must be accepted as awarded. **Unused portions of the prize package are forfeited as of October 31, 2026.**

8. **Five (5) finalists** of the contest will be selected by a panel of DCB staff from all eligible entries received during the Contest Period. Once selected, these finalists will be entered into the voting portion of the contest on visitcapebreton.com. The voting portion of the contest will run from **November 10, 2025, to November 14, 2025**. Winner with the total number of votes will be announced on **November 17, 2025, at 2:00 pm Atlantic time**. The odds of winning ‘Fall for Cape Breton’ Prize Package depends on the total number of eligible voting entries received for the Contest during the Contest Period.

9. The Sponsor will attempt to contact the winner of ‘Fall for Cape Breton’ Prize Package via social media private message for approximately two (2) weeks following the selection process, between 9:00 am Atlantic and 8:00 pm Atlantic. If the Sponsor is unable to make contact with the selected winner after five (5) attempts, the selected winner will be disqualified from the Contest, rendering the

selection null and void, and another winner will be chosen from the remaining eligible entries received during the Contest Period. The Sponsor will then attempt to contact the newly selected winner as described above. This procedure will be repeated until contact has been made with a selected winner within the designated time.

10. In order to win 'Fall for Cape Breton' Prize Package, the selected winners must meet all of the following conditions:
    (a) The winner must provide proof of identification;
    (b) The winner will be required to sign and return the Contest Winner Form sent to the winner via email that declares they have read the Contest Rules & Regulations and are accepting the prize and all the terms that go with doing so. The signed Form must be returned to the Sponsor at the Destination Cape Breton office via email within **7 days** from the date the Form is sent to the winner via email; and
    (c) The winner must otherwise comply with these Official Contest Rules.

    In the event the selected winner fails to satisfy any of the above conditions or cannot accept 'Fall for Cape Breton' Prize Package for any reason whatsoever, then the prize package will be forfeited and will not be awarded to any further entrants.

11. By accepting 'Fall for Cape Breton' Prize Package, the winners agree that the Sponsor and its designates may use his/her name, village/town/city of residence, and/or photograph to announce the winner of the Contest and for advertising and publicity purposes without compensation.

12. **By participating in the Contest, all entrants**:
    (a) Declare that they have read, understood, and complied with these Official Contest Rules;
    (b) Agree to abide by all decisions of Destination Cape Breton regarding any aspect of the Contest, whose decisions shall be final and binding; and
    (c) Agree to release, discharge, and hold harmless Destination Cape Breton and its respective subsidiaries, affiliates, officers, directors, and employees, including their promotional agencies, from any and all liability, claims, or damages arising out of their participation in the Contest and the acceptance or use, misuse, or possession of any prize awarded under the Contest online.

13. By participating in the Contest, entrants consent to the Sponsor's collection, use and disclosure of the entrant's personal information provided on the Entry for the

administration of the Contest. The entrants also consent to the Sponsor's collection, use and disclosure of the entrant's personal information provided on the Entry in aggregated form, in order to create reports regarding entrant demographics, which reports the Sponsor may, in its sole discretion, use and disclose to others for the purpose of governance and accountability. The Sponsor will not otherwise sell or disclose entrants' personal information.

14. The Sponsor and each of its respective affiliated and associated persons and entities, are not responsible or liable, jointly or severally, for any of the following: erroneous, damaged, destroyed, lost, late, incomplete, illegible, incorrectly addressed, or misdirected Entries, regardless of the cause; failure for any reason whatsoever of selected entrants to receive notification of prize package; or malfunctions or errors that may occur, regardless of the cause.

15. This Contest is governed exclusively by the laws of the Province of Nova Scotia, Canada, and all disputes arising therefrom are subject to the sole jurisdiction of the Courts of Nova Scotia without regard to any conflicts of law.

Online DISCLAIMER:
The Sponsor and its agents are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or 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 playing or downloading any materials in this promotion. The Sponsor reserves the right, in its sole discretion, to cancel or suspend the e-mail portion of the Contest should a virus, bug, or other cause beyond the reasonable control of the Sponsor or its agents, corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.