

## 2018/19 Terms and Conditions

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To be eligible to participate in the raffle for “Two (2) System-wide International Business Class Tickets to Anywhere Delta Flies” (the **Prize**), you must agree to be bound by the following terms and conditions imposed by Bard on the Beach Theatre Society who will provide the prize.

1. To be eligible to purchase a ticket in this raffle, you must be 19 years of age or older.
2. Tickets may only be sold or purchased in British Columbia.
3. Details from ticket purchases will be collected and used for the purposes of conducting this raffle (which may include disclosure to third parties for the purpose of processing and conducting the competition) and for promotional purposes surrounding the Bard on the Beach Theatre Society’s promotion. A copy of the Bard on the Beach Theatre Society’s privacy policy is available at [bardonthebeach.org/privacy-policy](http://bardonthebeach.org/privacy-policy).
4. The Prize
  - a. For the avoidance of doubt, the Prize includes two (2) System-wide International Business Class ticket vouchers to anywhere Delta Flies valid on flights operated by Delta, Air France or KLM booked on delta.com.
  - b. Dates of travel are subject to flight availability of the aircraft carrier.
  - c. The ticket vouchers are valid for up to one year from February 23, 2019.
  - d. The Prize cannot be transferred or sold and has no cash value.
  - e. Stopovers may be permitted but may incur additional cost.
  - f. The winner and anyone travelling with the winner are responsible for arranging the requisite travel/immigration documentation and for arranging all aspects of travel (accommodation, insurance, transportation, etc) outside of the ticket vouchers.
5. Except for any liability which cannot be excluded by law, Bard on the Beach and its respective affiliates shall not be liable for any loss, damage, expense, claim, settlement or judgment whatsoever, including but not limited to, attorney’s fees which a prize winner may have, or which any other party may have against the prize winner, arising directly or indirectly from acceptance of the prize by the prize winner or participation in the Prize including without limitation, any injury, accident, illness, death or damage to the Prize winner or property of the Prize winner or delay or inconvenience of any kind sustained or arising out of the prize or caused by reason of any defect, negligence or a wrongful act or omission by any third party, hotel, airline or any other such party providing such services or facilities as part of the prize.
6. If any of these conditions are found by any court to be invalid, illegal or unenforceable, the balance of the conditions shall continue to be valid to the fullest extent permitted by law.
7. You agree to any personal information you provide to Bard on the Beach Theatre Society in the course of participating in the competition and/or the Prize being used by Bard on the Beach Theatre Society to notify you of future promotional events conducted by the promoter.
8. You grant Bard on the Beach Theatre Society, the Vancouver International Wine Festival and their representatives and affiliates consent to photograph you (whether by still or motion picture and with

or without sound) and to use such photographs to advertise, promote or publicise its activities, or for any other lawful purpose, without payment or any other consideration and for an unlimited period of time.

9. Any intellectual property rights arising out of the entry will be owned by Bard on the Beach Theatre Society.
10. If any provisions in these terms and conditions is invalid or unenforceable, that provision will be construed, limited, modified, or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of these terms and conditions will remain in full force and effect.