

## **ACE BEVERAGE GROUP**

### **CONTEST RULES AND REGULATIONS**

**1. ELIGIBILITY:** The sponsor of this contest is Ace Beverage Group (the “Sponsor”). This contest is open to residents of Canada (excluding Quebec) to enter and win. A person must be of legal drinking age in their province of residence at the time of entry, and must not be an employee of, or member of the immediate family of an employee, or domiciled with an employee of: the Sponsor, provincial liquor boards, provincial liquor agencies, retailers and their employees (the “Liquor Boards”), liquor licensees, the promotion agency (the “independent contest organization”), prize suppliers, or their respective agents or associated companies. Void where prohibited by law.

**2. HOW TO ENTER:** To participate in the Contest, entrants must have Internet access, a valid Instagram account, a valid email address, and must be following the @cottagesprings Instagram account. Winners will be required to answer a skill-testing question, administered via Instagram Direct Message. The Contest Starting Date is December 4, 2023 at 9am EST. The Contest Closing Date is December 16, 2023 at 9AM EST. All entries must be received on or before the Contest Closing Date or applicable entry period. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. By entering the contest, each entrant agrees to abide by these contest rules & regulations (“Contest Rules”).

**3. NO PURCHASE NECESSARY.**

**4. PRIZE(S):** The prize(s) to be awarded and the approximate retail value of each is as set out below:

<b>Quantity</b>	<b>Prize</b>	<b>Approximate Retail Value</b>
3	Beverage Samples	\$0
3	Cottage Springs Cooler Set	\$460
2	Headphones	\$780
2	Electric Scooter	\$580
2	Cash	\$700
2	Cottage Springs Mini Fridge	\$700
3	LCBO Giftcards	\$780
1	Hairdryer	\$800
1	Cottage Springs Paddle Board	\$1200
1	Tablet	\$800
1	Tablet Pencil	\$170
1	Airline Gift Card	\$1000
1	Accommodation Gift Card	\$1000

The prize(s) must be accepted as awarded, cannot be sold, modified or transferred, and cannot be converted to cash. The winner(s) shall not be entitled to receive, in cash, certificate or otherwise, the balance of any amount representing the difference between a prize retail value and actual cost. The Sponsor reserves the right to substitute any prize described above at their discretion. The Sponsor does not make any representations or warranty regarding the prize(s). The prize(s) may differ from those shown on any advertising material. The prize winner(s) and, if applicable, any guest(s), are responsible for all other expenses not specifically described herein. For any prize that includes participation of any guest(s), such guest(s) must sign and return the Sponsor's release (by date indicated on the release form) indicating that he/she waives all recourse against the Releasees (defined below) relating to his/her participation in the prize (including, without limitation, any travel related thereto.)

For any prize that includes travel, any travel arrangements will be made through the Sponsor's agent and will not be rescheduled or substituted once booked. No responsibility is assumed by the Sponsor for canceled, delayed, suspended or re-scheduled events or travel after ticketing for any reason whatsoever beyond its control. Each prize winner and any travel companion(s) will be required to travel together, on the same itinerary, and must have all necessary documentation to permit travel (e.g. passport, visa). The prize winner(s) and travel companion(s) are responsible for paying all taxes, fees and surcharges associated with travel at the time of booking.

**5. WINNER SELECTION:** A random draw will be made by the Sponsor or its agent at 110-140 Geary Avenue from all eligible entries received by the Closing Contest Date or applicable entry period. To be declared a winner, selected entrants will be required to have correctly answered the mathematical skill-testing question unassisted and must comply with these Contest Rules. The first eligible person(s) whose name is drawn and

who has correctly answered the skill-testing question, will be declared the winner(s). The winner(s) will be notified by Instagram Direct Message within ten (10) business days. If a selected winner cannot be contacted or fails to respond within ten (10) business days from the date contact is first attempted, he or she will forfeit his or her prize, and an alternate winner may be selected, in the sole discretion of the Sponsor and time-permitting. The odds of being selected will depend on the total number of eligible entries received during the promotion period. All prizes must be accepted as awarded and cannot be exchanged for cash or transferred. All decisions of the Sponsor and the independent contest organization are final.

**6. APPLICABLE LAW:** The contest is subject to all applicable Federal, Provincial and Municipal laws and regulations. Any dispute relating to this contest must be resolved before the Courts of Province of Ontario sitting in the City of Toronto, Ontario, Canada, and the entrant hereby irrevocably submits and attorns to the original and exclusive jurisdiction of those Courts in respect of any such dispute or matter.

**7. PRIVACY & PERSONAL INFORMATION:** By entering the contest or accepting a prize, entrants consent to the collection, use, storage and distribution of their personal information, including without limitation their name, address, telephone number, age and/or photograph by the Sponsor, in reference to all matters related to this contest or in any publicity carried out by them without compensation and agree to abide by the Contest Rules and the decisions of the independent contest organization, and the Sponsor, which are final. Such information is stored for only so long as required to complete the purpose for which it was collected. The entrant's personal information shall not be provided to any third party by the Sponsor without the entrant's consent. If an entrant would like their personal information removed from the Sponsor's database at the conclusion of the contest, send this request in writing to Keith Walker, Ace Beverage Group, 110-140 Geary Avenue, M6H 4H1. No further informational or marketing communications will be received by the entrants unless entrants provide the Sponsor with explicit permission to do so by checking the information check-box on the

official entry materials. By specifically checking any additional third party information check-box on the official entry materials, entrants consent to that third party using the personal information submitted with such entry including, but not limited to, contacting the entrant in the future to provide electronic newsletters and mailings, and other promotions and product and/or service offerings by the third party organization. Please see the third party's privacy policy and/or contact the third party directly to unsubscribe from any future electronic newsletters, mailings and other promotions. Receiving informational and marketing communications does not improve the odds to win a prize in the contest. By specifically checking a communication preference check-box on the official entry materials, the entrant agrees to be contacted via electronic address (e.g. direct message, e-mail, SMS) for the purposes of the administration or promotion of the contest.

**8. RELEASE AND INDEMNIFICATION:** By entering the contest, each entrant releases and holds harmless the Sponsor, the Liquor Boards, liquor licensees, the independent contest organization, prize suppliers, their respective agents, representatives and associated companies, and all of their respective directors, officers and employees (the "Releasees") from any and all liability for injuries, loss or damage of any kind whatsoever including without limitation 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 this contest, or participation in any prize related activity and agrees to fully indemnify the Sponsor, the Liquor Boards, liquor licensees, prize suppliers, their respective agents, representatives and associated companies, and all of their respective directors, officers and employees from claims by third parties without limitation.

**10. GENERAL:** All entries become the property of the Sponsor who assumes no responsibility for entries that are lost, late, delayed, destroyed or misdirected for any reason whatsoever or for any computer errors or malfunctions. Neither the Sponsor, prize suppliers, the Liquor Boards, liquor licensees or their respective agents shall be

responsible for any errors, negligence, losses or damages of any nature whatsoever that may arise or occur in connection with this contest or a prize. The Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials/data that have been tampered with or altered are void. If for any reason, in the opinion of the Sponsor, in its sole discretion, this contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of this contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, the Sponsor reserves its right to cancel, terminate, modify, amend, extend or suspend this contest including canceling any method of entry, and select a winner from previously received eligible entries. The Sponsor reserves the right to modify the Contest Rules without materially affecting the terms and conditions hereof. The Sponsor in its sole discretion, further reserves the right to terminate any on-line portion of the contest and conduct the drawing from all on-line entries previously received during the entry Period. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or to be acting in violation of the Contest Rules or otherwise in a disruptive manner. Any attempts to deliberately damage any web site or to undermine the legitimate operation of this contest 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 of the law. The Sponsor shall not be held responsible for any errors or negligence that may arise or occur in connection with this contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in this contest or from downloading any material from the contest web site, where applicable. The Sponsor may modify or withdraw this contest, without

liability if any printing/production errors occur, without public notice. For residents of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**11. LIQUOR BOARDS/AGENCIES/RETAILERS:** The Liquor Boards are not connected with this contest in any manner whatsoever, and are not liable in any way whatsoever in regard to any matter that relates to this contest.

**12. SOCIAL MEDIA:** For contests with entry via Facebook, Instagram or any other social media service provider, entrants must have a Facebook, Instagram or other applicable account. The Sponsor has the right not to select entries and/or have entries removed from social media that in its sole discretion convey irresponsible consumption, are inappropriate, offensive, pornographic, vulgar, suggestive, obscene, abusive, harassing, threatening, racist, sexist, defamatory, feature or promote competing products or infringe third party rights. This contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media service provider. By entering this contest, entrants release Facebook, Instagram or any other social media service provider from any liability in connection with the contest. If a contest can be entered via Facebook, Instagram or any other social media service provider, any personal information that the entrant shares with that organization may be used by it in accordance with its own privacy policy and terms of service.