

MUSKOKA BREWERY #EBBNFLOW CONTEST 2019 RULES & REGULATIONS

THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING RESIDENTS OF QUEBEC) AND IS GOVERNED BY CANADIAN LAW

By participating in the MUSKOKA BREWERY #EBBNFLOW CONTEST 2019 (the "Contest"), each entrant (hereafter referred to as the "Entrant") agrees to be legally bound by these Official Contest Rules (the "Rules") and the decisions of the Sponsor (defined below) with respect to all aspects of this Contest, which are final and binding on all Entrants without right of appeal.

1. CONTEST PERIOD: Contest begins at 12:00 p.m. EST June 7, 2019 and ends at 11:59:59 PM EST June 21, 2019 inclusive (the "Entry Period").

2. ELIGIBILITY: This Contest is sponsored by Muskoka Brewery (the "Sponsor") and is open to legal residents of Canada excluding the province of Quebec and of the age of majority in their province/territory of residence, except franchisees, employees (whether Sponsor's or its franchisees'), representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its parent companies, subsidiaries, affiliates and related companies, as well as Head Office employees of the Sponsor's brands and their respective advertising and promotion agencies, suppliers and the independent judging organization (collectively, the "Contest Parties"). The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to the Sponsor and not to Instagram. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy. Instagram is completely released of all liability by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram. You may only use one Instagram account (the "Account") to participate in this Contest.

3. HOW TO ENTER: No purchase necessary. To enter, go to Instagram (the "Platform"), during the Entry Period and post a photo in compliance with the following guidelines. "Entries" represent a submission in the draw.

For 5 Entries, the Entrant must post a photo that captures active living and describes how a low alcohol option suits their lifestyle (the "Testimonial") and include "#EBBNFLOW" (the "Hashtag") in the caption.

For 10 Entries, the Entrant must re-post the Sponsor's original contest photo with the Testimonial and Hashtag in the caption.

For 20 Entries, the Entrant must include a can of the Sponsor's Ebb & Flow Session Sour in a photo that captures active living with the Testimonial and Hashtag in the caption.

The Entrant must have a public social media profile on the Platform used for contest entry. Unlimited Entries are permitted, providing each Entrant's post is unique. To be eligible, your Entries must be received within the Entry Period in accordance with these Rules.

Alternate Entry Method: Send an email to news@muskokabrewery.com containing your full name, telephone number and a unique and original essay of minimum 50 words (the "Essay") with your Testimonial and a photo that captures healthy active living with the Sponsor's. There is a limit of one (1) Alternate Entry Method per unique and original Essay, per Entry Period, as determined by the Sponsor in its sole and absolute discretion. All entries are collectively referred to as "Entries". There is a limit of one (1) Entry per person/email address/Account permitted during an Entry Period. For greater certainty, you can only use one (1) email address/Account to enter the Contest. If it is discovered that any person has attempted to: (i) obtain more than one (1) Entry per person/email address/Account during an Entry Period; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address or Account to enter the Contest; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest and their Entries will be voided. Your Entry will be rejected if (in the

sole and absolute discretion of the Sponsor) the Entry is not fully completed and submitted during the applicable Entry Period. Use (or attempted use) of any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). All Entries are subject to verification at any time for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

4. THE PRIZES AND APPROXIMATE RETAIL VALUES: There will be one (1) prize available to be won following the Entry Period by one (1) Entrant each.

GRAND PRIZE (1)

- One (1) Three (3) night booking at Deerhurst Resort for four (4) guests (the “Booking”). maximum for up to a maximum of \$1500 value (the “Resort Credit”).
- Four (4) \$200 credits for incidentals at Deerhurst Resort to be spent exclusively during the Booking for a maximum of \$800 value (the “Incidentals”). Applicable Incidentals are determined by Deerhurst Resort.
- One (1) New Era Muskoka Brewery Ebb & Flow baseball cap per guest.

SECOND PRIZE (1)

- Surf the Greats will provide one (1) Flat Water Intro to Surf Lesson and one (1) SUP Safari to the winner of the contest.
- One (1) surprise sampler from Muskoka Brewery.
- One (1) New Era Muskoka Brewery Ebb & Flow baseball cap per winner

RUNNER UP PRIZE (10 Available)

- One (1) New Era Muskoka Brewery Ebb & Flow baseball cap per winner.
- One (1) surprise sampler from Muskoka Brewery.

5. WINNER SELECTION, NOTIFICATION AND CONFIRMATION PROCESS: The odds of winning depend on the number of eligible Entries received during each Entry Period. Following each Entry Period, there will be a random draw (the “Draw”) from among all eligible Entries received during that Entry Period (see Rule 3 above), to select an Entrant eligible to win a Prize. The Entrant eligible to win will be contacted by the Sponsor on Facebook, Instagram or Twitter (as applicable), by direct message in order to obtain their e-mail address for further communication, whereby the selected Entrant will be required to successfully answer a mathematical skill-testing question in order to be declared a winner. Following each Draw, the Sponsor or its designated representative will make a minimum of two (2) attempts to contact the selected Entrant (using the information provided by direct message) within three (3) business days of the Draw. If the selected Entrant cannot be contacted within three (3) business days of the Draw, or if there is a return of any notification as undeliverable; then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received during the Entry Period (in which case the foregoing provisions of this section shall apply to such new selected Entrant). All winners will be contacted on May 18, 2019 by Direct Message through the Platform the winner entered on and be notified by a tag by the Sponsor to send the Sponsor a direct message to redeem the prize.

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the selected Entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; (b) confirm compliance with these Rules; (c) acknowledge acceptance of the Prize as awarded; (d) release the

Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (e) agree to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the selected Entrant: (a) fails to correctly answer the skill-testing question; (b) fails to respond to the notification of being selected as a potential winner within the specified time; and/or (c) cannot accept the Prize as awarded for any reason; then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received during the Entry Period (in which case the foregoing provisions of this section shall apply to such new selected Entrant). The Sponsor will be responsible for following up with the grand prize winner no more than four (4) times and will, in no way, be responsible for ensuring they redeem the grand prize.

6. PRIZE CONDITION AND REDEMPTION DISCLAIMER

a. **GRAND PRIZE:** The Booking must be booked through Deerhurst Resort or Muskoka Brewery. Prize Winner and his/her travelling companions are solely responsible for all costs not expressly described herein including, without limitation, applicable taxes, all travel related costs to and from rental destination, costs meals and alcoholic beverages, gratuities, merchandise, telephone calls, medical and travel insurance together with any required travel documentation, and all personal expenses of any kind or nature. It is the sole responsibility of the Prize Winner and his/her travelling companion to obtain all necessary travel documentation including passports and visas, as applicable and to comply with any customs and immigration requirements. It is recommended that Prize winner and his/her travelling companions obtain sufficient personal insurance prior to departure. The Resort Credit is valued at up to \$1,500 CAD at Deerhurst Resort and must be booked by December 20, 2019 with a final stay by August 31, 2020. If the value of the Booking is less than the \$1,500 CAD maximum prize value, the winner will not receive the difference.

b. The GRAND PRIZE must be accepted as awarded. The GRAND PRIZE may not be sold, transferred and is not convertible to cash. Contest Sponsor reserves the right to substitute any Prize in whole or in part in the event that all or any component of a Prize is unavailable. Prizewinner is solely responsible for all costs not expressly described herein. The Prize Winner can make no changes in travel arrangements or once the booking and online store credit have been confirmed/redeemed.

7. INTELLECTUAL PROPERTY: All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

8. DISCREPANCY: In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry, Website and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control.

9. GENERAL CONDITIONS:

a. The Releasees will not be liable for: (i) any failure of the Website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an Entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

b. The Releasees assume no responsibility for lost, delayed, incomplete or misdirected Entries. No correspondence will be entered into except with the selected Entrant who will be notified by direct message and informed of all necessary arrangements. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or Entrants.

c. In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the username submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned the selected username by Facebook, Twitter or Instagram. An Entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the username associated with the Entry in question and that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

d. The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) 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. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

e. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole discretion, to disqualify any Entrant's Entry in the Contest or entitlement to a Prize, if the Sponsor, in its sole discretion, determines or suspects that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception, use of multiple mice or other fraudulent, deceptive or unfair playing practices (including, without limitation, any Entries generated by script, macro, robotic, programmed, or any other automated means). Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will automatically be disqualified.

f. By entering this Contest, each Entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy unless the Entrant otherwise agrees.

g. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

h. Should an Entrant wish to not be entered into the Contest following completion of the Entry, they should send an email to news@muskokabrewery.com to request that their Entry be rendered null and void.

This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.