

MUSKOKA BREWERY 25th ANNIVERSARY CONTEST
OFFICIAL RULES

**THIS CONTEST IS OPEN TO RESIDENTS OF ONTARIO, BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN,
MANITOBA AND NOVA SCOTIA ONLY WHO ARE LEGAL DRINKING AGE
AND IS GOVERNED BY CANADIAN LAW**

OFFICIAL RULES

The “Muskoka Brewery 25th Anniversary Contest” (the “Contest”) is governed by these official rules (the “**Official Rules**”), which are available online at www.muskokabrewery.com/VenturePackContest April 19, 2021 to December 31, 2021 at 11:59 p.m. Eastern Time (“**ET**”). By participating in the Contest, each entrant agrees to be legally bound by these Official Rules, including without limitation all eligibility requirements, and understands that the Sponsor’s (defined below) decisions in connection with the Contest are final and binding in all respects. The Contest is subject to all federal, provincial and local laws and regulations and is void where prohibited by law.

1. SPONSOR:

This Contest is sponsored by Lakes of Muskoka Cottage Brewery Inc. o/a Muskoka Brewery, 1964 Muskoka Beach Rd., Bracebridge, ON P1P 1R1 (the “**Sponsor**”).

2. CONTEST PERIOD AND PRIZE CLAIM DEADLINE:

The Contest runs from April 19, 2021 at 12:00 am Eastern Time (“**ET**”) until December 31, 2021 ET (the “**Contest Period**”). Participating Packages (defined below) will be available at participating retailers during the Contest Period, while supplies last. Any potential winner with a Winning Can (defined below) or Winning Contest Card (defined below), must claim their prize in accordance with these Official Rules by December 31, 2021 at 11:59:59 pm ET (“**Prize Claim Deadline**”).

3. ELIGIBILITY, RESIDENCY AND AGE:

To be eligible, you must be a resident of Alberta, British Columbia, Manitoba Nova Scotia, Ontario or Saskatchewan who has reached the legal drinking age in their province of residence. You are not eligible if you are: a) an employee, representative or agent of the Sponsor, its parent company, subsidiaries, affiliates, contest agencies, production agencies and/or any other entity involved in the administration or execution of the Contest (collectively, the “**Contest Parties**”); b) employees or contractors of any liquor agencies, boards, commissions, branches, liquor retailers, liquor licensees, alcohol beverage or distributors/wholesalers; or c) a member of the immediate family (defined as spouse, siblings, children, in-laws, grandparents, grandchildren) or household of any of the above persons.

4. HOW TO ENTER:

NO PURCHASE IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

There are two (2) ways to enter this Contest:

- A. Participate with a Purchase: Purchase a specially-marked Venture off the Beaten Pack twelve-pack of Muskoka Brewery beer (the “**Participating Packages**”) available at participating retailers in Alberta, British Columbia, Manitoba, Nova Scotia, Ontario or Saskatchewan during the Contest Period, while

supplies last. Look inside the Participating Package for a specially-marked winning can (a “**Winning Can**”). If you have a Winning Can, you are eligible to win the Prize (defined below). Follow the instructions set out in section 5 below to make a prize claim on or before the Prize Claim Deadline.

- B. Participate Without a Purchase: To participate in the Contest without making a purchase, please send a hand-written 50-word original essay on why you would love to take an RV vacation, along with a self-addressed postage-stamped envelope (a “**Contest Request**”) to: Muskoka Brewery 25th Anniversary Contest Request, PO Box 1222, 1964 Muskoka Beach Rd., Bracebridge, ON P1P 1R1. Your Contest Request must be postmarked during the Contest Period and received by December 13, 2021 to allow adequate time for processing. While supplies last, one (1) contest card (a “**Contest Card**”) will be mailed in response to each Contest Request that complies with these requirements. Limit of one (1) Contest Request per outer envelope with sufficient postage. If the Contest Card displays a winning message (a “**Winning Contest Card**”), you are eligible to win a Prize (defined below). If you have a Winning Contest Card, follow the instructions set out in section 5 below to make a prize claim on or before the Prize Claim Deadline.

There will be eight (8) Winning Cans seeded randomly amongst approximately 48,000 Participating Packages. Odds of finding a Winning Can are 1 in 6000. There will be one (1) Winning Contest Card that will be randomly seeded amongst the Contest Cards using the same 1 in 6000 odds of winning. The total number of Winning Cans and Winning Contest Cards available to be won will decrease throughout the Contest Period as prizes are claimed.

5. PRIZE CLAIM PROCESS

If you have a Winning Can or a Winning Contest Card, send an email to winner@muskokabrewery.com by the Prize Claim Deadline indicating your full name, address, phone number, the numerical code indicated on the Winning Can or Winning Contest Card, and a photo of the Winning Can or Winning Contest Card for verification. All prize claims are subject to verification. You will then be contacted by the Sponsor to directly to complete the prize claim process.

Before being declared a Prize winner, you will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within ten (10) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the prize as awarded; (iii) releases the Contest Parties, any applicable liquor authority, and each of their respective parent, officers, directors, employees, governors, owners, distributors, retailers, assignees, representatives and agents (collectively, the “**Releasees**”) from any and all liability in connection with this Contest, the selected entrant’s participation therein and/or the awarding and use/misuse of the prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of the selected entrant’s 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 the Sponsor in any manner whatsoever, including print, broadcast or the internet. In addition to the requirements listed above, the Prize winners may, before being awarded a prize, be required to sign a document in a form acceptable to the relevant liquor authorities releasing such liquor authorities and their directors, officers, employees and agents from all liability of any kind in connection with this Contest, or occurring as a result of the Prize being awarded. If the selected entrant: (a) fails to correctly answer the skill-testing question; and/or (b) fails to return the properly executed Contest documents within the specified time, then he/she will be disqualified (and will forfeit all rights to the Prize) and the Prize will be forfeited.

There is a limit of one (1) Prize per person throughout the Contest Period.

6. PRIZES:

There are nine (9) prizes (the “Prizes”) available to be won. Each Prize consists of a \$1500 voucher for a campervan rental from CanaDream. Voucher is valid towards winner’s choice of RV rental from the following range: DVC, SVC, MHB, MHA, TCA (Vancouver & Calgary pick up only). Pick up from select CanaDream stations: Vancouver, Calgary, Montreal, Toronto, and Halifax. Winner is responsible for getting to the applicable CanaDream station for prize redemption. Any rental fees or taxes payable in excess of \$1500 are the sole responsibility of the winner. The following terms and conditions apply to the Prize: voucher must be redeemed by December 31, 2022; rental vehicles are subject to availability; CanaDream standard Terms & Condition apply to all rentals; maximum number of passengers as per RV type; minimum five (5) night rental required; additional costs such as gas, food, campsites, entertainment are at the winner’s sole expense; a security deposit is payable at time of RV pick up; once booked the Prize is non changeable; there is no cash equivalent nor cash given if the full value of the voucher is not redeemed; and, vouchers Gift certificate can only be used for one booking, not split across multiple rentals.

Winner or his/her guest must have valid driver’s license in order to redeem the voucher.

If the winner does not utilize any portion of the voucher, that portion of the voucher will be forfeited and nothing will be substituted in their place. The Sponsor and/or its representatives reserve the right at any time to place reasonable restrictions on the availability or use of the prize or any aspect of the prize. By accepting the prize, each winner agrees to waive all recourse against the Releasees and agree that the Releasees shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize (including travel related thereto) and/or participation in this Contest, or if any part of the rental or any services that form part of the Prize do not prove satisfactory, either in whole or in part.

Each Prize must be accepted as awarded. The Prizes are non-transferable, cannot be substituted for another prize, cannot be sold, and cannot be redeemed for cash. Notwithstanding the foregoing, the Sponsor reserves the right (at its sole and absolute discretion) to substitute any Prize for another prize of equal or greater value in the event the Prize is unavailable or for any other reason whatsoever.

7. GENERAL CONDITIONS:

Without limiting the generality of any other provision of these Official Rules, by entering the Contest, each participant agrees to indemnify, release and hold harmless the Releasees from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, participation in this Contest, or possession, acceptance and/or use or misuse of a Prize (if applicable) or participation in any Contest-related activity and/or claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

By entering the Contest, entrants agree to abide by these Official Rules and the decisions of Sponsor which are final. By entering this Contest, and accepting a Prize, entrants agree that Sponsor can use their name, voice, town, city, province/territory/state of residence, and/or photograph in any publicity or advertisement carried out by Sponsor, without further remuneration or notice, except where prohibited by law.

8. ADDITIONAL TERMS:

The Releasees are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, third party apps,

unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled, destroyed or delayed computer transmissions, Codes, Code requests, or other errors of any kind, whether human, mechanical or electronic, which may occur in the distribution of prizes in this Contest. The Releasees Parties are not responsible for stolen, lost, late, misdirected, damaged, mutilated, incomplete, illegible, or postage-due Winning Cans, Contest Requests, Contest Cards, Winning Contest Cards, Contest related documents or prize notifications. Further, the Releasees will not be liable for any injury or damage to an entrant's or any other person's computer and/or mobile phone or device related to or resulting from participating or downloading any material in the Promotion.

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest in accordance with the letter and spirit of these Official Rules. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law.

Sponsor reserves the right, at its sole and absolute discretion to withdraw, amend or suspend this Contest (or to amend these Official 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 Official Rules. Sponsor, at its sole and absolute discretion, reserves the right to cancel, amend or suspend this Contest, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Notice of such cancelation, termination, or modification of the Contest shall be posted on the Website. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. Subject to all applicable Canadian federal, provincial and municipal laws and regulations, these Official Rules govern all aspects of the Contest and are binding on all participants.

No more than the stated number of Prizes will be awarded. If for any reason, including, but not limited to, an administrative, printing, production, seeding, computer or other error or due to technical difficulties or incorrect announcements of any kind, more Winning Cans or Winning Contest Cards are distributed than are intended to be awarded according to these Official Rules, the Prizes will be awarded in a random drawing from among all verified Prize claims received.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules or other statements contained in any Contest-related materials (including without limitation any advertising or promotional materials), the terms and conditions of these Official Rules shall prevail, govern and control.

This Contest will be governed by the laws of the province of Ontario and the laws of Canada applicable therein. Entrants consent to the exclusive jurisdiction and venue of the courts of the Province of Ontario for any disputes arising out of this Contest.

9. PRIVACY:

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 for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy <https://shop.muskokabrewery.com/pages/terms-of-service>. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

10. LIQUOR AUTHORITIES:

The provincial liquor authorities are not connected with this Contest in any manner whatsoever and are not liable in any way whatsoever with regard to any matter relating to this Contest.

