BC Lions Operation Orange

At Shark Club Sports Bar & Grill (The "Contest")

OFFICIAL CONTEST RULES

1. ELIGIBILITY: To be eligible to enter and win, you must be: (i) a resident of British Columbia; (ii) at least nineteen (19) years of age or older. You are <u>not</u> eligible to enter or win, if you are: a) an employee, representative or agent of Shark Club (the "Sponsor"), advertising or promotional agency employee, contest judging organization, any participating stores and/or the prize suppliers; b) an employee or contractor of a provincial liquor authority and/ or a beer distribution company, a participating licensed establishment or any liquor licensee authorized by a provincial liquor authority; c) anyone involved in the development and/or administration of the Contest and/or d) a member of the immediate family (defined as parents, siblings, children and spouse, regardless of where they live) or household (whether related or not) of any of the above persons.

2. HOW TO ENTER: NO PURCHASE NECESSARY. Contest begins on June 21st, 2019 and all entries must be submitted and received by 8:00 pm (PST) on September 21, 2019 (the "Entry Deadline" and "Contest Closing Date"). To enter, enjoy an ice-cold pitcher of Big Life Beer as described at Shark Club with an order of the Shark Club Keg of Nachos menu item at Shark Club in Vancouver or Richmond and receive an entry ballot (a "Ballot"). No purchase is necessary for a free ballot, please request a ballot from your server. Complete the Ballot with all required information (including, name, date of birth, daytime telephone number and email address) and deposit the Ballot in the ballot box provided (resulting in one (1) "Entry"). Limit: three (3) Entries per person/email address per day. The Releasees (as defined below) will not be responsible for illegible, incomplete, lost, misdirected, technical failures or late Entries, all of which will be void. If it is discovered by the Sponsor that any person has attempted to: (i) obtain more than the maximum stated number of Entries as outlined in these Official Contest Rules; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) address to enter the Contest, then he/she may be disgualified from the Contest and all his/her Entries voided. Your Entry will be rejected if the Ballot is not fully completed with all required information and submitted and received by the Entry Deadline. Use (or attempted use) of multiple names, identities, email addresses and/or 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. All Entries are subject to verification by the sponsor at any time and for any reason. The Sponsor reserves the right 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 disgualification.

- **3. PRIZE:** There is (1) prize available to be won. The prize consists of a trip for the winner and a guest on the BC Lions charter to Edmonton to see the BC Lions take on the Edmonton Eskimos on October 12, 2019 (the "Prize") and includes:
 - Return airfare on the BC Lions Team charter departing Vancouver, British Columbia and arriving Edmonton, Alberta.
 - Accommodation for two (2) people for one (1) day in Edmonton (accommodation based on double occupancy)
 - Two (2) tickets to the Edmonton Eskimos Vs. BC Lions at Commonwealth Stadium on October 12th game
 - Two (2) BC Lions team jerseys
 - One (1) Pre-game Meal with the **BC Lions Football Club**

The approximate retail value of the Prize is estimated at two thousand five hundred dollars (\$2500). The winner or their guest is not entitled to any difference between the actual retail value of the Prize and the approximate value stated herein. The winner and their guest shall be responsible for any costs or expenses not specifically described above as being included in the Prize including, but not limited to, transportation to and from the airport, meals, gratuities, souvenirs, and all incidental and personal expenses. The winner and their guest will be required to follow all directions given by Sponsor and/or Prize Supplier; failure to do so may result in termination of their participation, or continued participation, in the Prize and/or any aspect of the Prize. Once the arrangements have been finalized between winner, their guest and Sponsor, no changes can be made unless approved by Sponsor.

Winner and their guest acknowledge and accept all risk of damages, injury or other loss incidental to any activity associated with the Prize, whether occurring before, during or after the activity, and hereby voluntarily agree to assume the same. Sponsor reserve the right to refuse admission and/or to expel from any activity and/or any other aspect of the Prize, any person whose conduct is deemed by them to be objectionable. Expulsion from the activity cancels the Prize for the offending individual(s) and the individual(s) thereupon forfeit(s) all claims with respect to the Prize. Participation in the Prize is subject to compliance with all applicable laws, by-laws, regulations and any applicable facility or carrier rules; failure to comply may result in non-admission or expulsion from further participation in the Prize.

Prizes are not transferable or assignable and must be accepted as awarded with no substitutions in cash or otherwise, except at Sponsor's sole discretion. Sponsor and Prize Supplier reserve the right, in their sole discretion, to substitute a Prize of equivalent monetary value if a Prize or any part of the Prize cannot be awarded as described for any reason. The Releasees (as defined below) will not be responsible, however, if weather conditions, event cancellations, or other factors beyond their reasonable control prevent a Prize or any part of a Prize from being fulfilled. In any such event, the winner and their guest will not be provided with a substitute Prize or cash equivalent. Prize will only be released to the verified winner. Return of any Prize/Prize notification as undeliverable may result in disqualification and selection of an alternate eligible winner. **4. DRAWING**: On or around September 24th, 2019, a random drawing will be conducted from among all eligible Entries received. Sponsor or its designated agents will attempt to notify each selected entrant by phone or email using the information provided at the time of entry on the respective Ballot. To be declared a winner of a Prize, a selected entrant must have correctly answer a mathematical skill-testing question found on the Ballot, without assistance of any kind, whether mechanical or otherwise. If a selected entrant: (i) cannot be contacted or fails to respond within two (2) business days of the first attempted notification by Sponsor; (ii) fails to correctly answer, or incorrectly answers, the skill-testing question; (iii) fails to execute and return to Sponsor the Declaration of Compliance and Release of Liability forms for the selected entrant within the time period indicated on such form(s); and (iv) cannot accept the applicable Prize as awarded for any reason whatsoever; then the applicable Prize will be forfeited and the Sponsor has the right, but not the obligation, in its sole discretion and time permitting, to select an alternate eligible entrant. The odds of winning will depend on the total number of eligible entries received prior to the Entry Deadline at each Shark Club location.

5. RELEASES, ETC.: Before being declared a winner of the Prize, the selected entrant and their guest will be required to sign a Declaration of Compliance and a Release of Liability form, which (among other things): (i) confirms compliance with these Official Contest Rules; (ii) acknowledges acceptance of the applicable Prize as awarded; (iii) releases the Sponsor, Shark Club, Canadian Football League "CFL", and each of their respective advertising and promotional agencies, any contest judging organization, provincial liquor authorities, beer distribution companies, parent companies and affiliates of the foregoing and all of their respective directors, officers, owners, partners, employees, 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 (iv) agrees 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. The Releasees do not make, nor in any manner are responsible or liable for: (i) any warranty, guarantee or representation, expressed or implied, in fact or in law relative to any Prize, including, but not limited to, its quality, merchantability, fitness for purpose or mechanical condition; and (ii) are not liable for injury, loss or damage of any kind resulting from the acceptance, use or misuse of any Prize, travel related thereto (as applicable), or otherwise from participation in this Contest. Declaration of Compliance and Release documents must be returned within the period indicated in the documents or the applicable Prize will be forfeited.

6. LIMITATIONS OF LIABILITY: Without limiting the limitations of liability set forth elsewhere in these Official Contest Rules and/or the Declaration of Compliance and Release of Liability form, and for greater certainty, the Releasees will not be liable for: a) any incomplete or inaccurate information, whether caused by Contest website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the capturing and/or processing of Entries; b) the theft, loss, destruction or unauthorized access to, or alteration of, Entries or the Contest Website; c) any problems with, or technical malfunctions of, telephone networks or lines,

computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; d) any failure of any e-mail to be received by or from Sponsor and/or Entry to be captured or recorded for any reason including, but not limited to, traffic congestion on the Internet or at any website or combination thereof; e) damage to a participant's or other person's system occasioned by participation or downloading of materials in this Contest; f) any typographical or other errors in the offer or administration of this Contest, including, but not limited to, errors in advertising, these Official Contest Rules, the selection and/or announcement of eligible winner(s), and/or the distribution of any Prize(s); and/or g) any combination of the above.

7. PERSONAL INFORMATION: By entering this Contest, entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest, including, but not limited to, receiving one or more messages, whether electronic or not, from the Sponsor or its designated representative, which may provide entrants with information regarding the Contest or otherwise further the administration of the Contest. The entrant will be deemed to have solicited these messages from the Sponsor by entering the Contest. By accepting the Prize, the winner and their guest consents to the collection, use and disclosure to the public of their name, address (city, province/territory), voice, statements and photographs or other likenesses for publicity purposes regarding the Contest in any media or formats, including, but not limited to, the Internet, without further notice, permission or compensation. Personal information will not otherwise be used or disclosed without consent. 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.

8. RIGHT TO TERMINATE, SUSPEND OR AMEND: Sponsor reserves the right to terminate, amend or suspend this Contest, in whole or in part, at any time and without prior notice, if any factor interferes with its proper conduct as contemplated by these Official Contest Rules.

9. MISCELLANEOUS: All decisions of the Sponsor, or any contest judging organization as designated by it, are final and binding without right of appeal in all matters relating to this Contest and, by entering this Contest, all entrants agree to be bound by these Official Contest Rules. The Releasees will not be responsible for illegible, incomplete, lost, postage-due, misdirected, affected by technical failures, errors or late Entries which will be void. Any use of automated devices is prohibited. All Entries become the property of Sponsor and will not be acknowledged or returned. No correspondence will be initiated, except with selected entrants (or any other entrant(s) as deemed necessary by the Sponsor). Contest is subject to all applicable federal, provincial and municipal laws. In the event of a dispute regarding the identity of the person who submitted an Entry, the Entry will be deemed submitted by the Authorized Account Holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be required to provide Sponsor with 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 e-mail address associated with the Entry in question.

Sponsor reserves the right, at its sole discretion, to disqualify, from this Contest and any future Contest or other promotion conducted by Sponsor, any individual that it finds or believes to be not in compliance with these Official Contest Rules; to be tampering with the entry process or the operation of the Contest or Contest Website (if applicable); or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Subject only to applicable law and any required regulatory approval, the Sponsor reserves the right without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Official Contest 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, affects the proper administration of the Contest as contemplated in these Official Contest Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Contest Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these English Official Contest Rules shall prevail, govern and control to the fullest extent permitted by applicable B.C. law.