

CONTEST RULES and REGULATIONS FOR “WIN A PORTABLE AIR CONDITIONER UNIT” (the “Contest”)

This Contest is sponsored by Shark Club, LP (Labatt). The Contest runs from 8:00 am Pacific Time (PST) on May 5th, 2023 to 11:59:59pm (PST) on June 2nd, 2023 (the “Contest Period” and June 2nd, 2023 being the “Contest Closing Date”). The draw date will be June 7th 2023 at 10:00:00 am (PST). All contest periods will begin in Pacific Time and end in Pacific Time

- 1. ELIGIBILITY:** To be eligible to win, you must: (i) be a resident of Canada and (ii) be 18 years of age or older. You are not eligible to win, if you are: a) an employee of Shark Club Restaurants, LP (Labatt) or any of its affiliates and related companies (including, but not limited to Moxie’s Grill & Bar, Chop Steakhouse & Bar, Sandman Hotels, Sandman Signature Hotels, Sutton Place Hotels, Denny’s Canada), advertising or promotional agencies, contest judging organization, any participating stores or the prize suppliers; b) an employee or contractor of a provincial liquor authority, a beer distribution company or a participating licensed establishment, or, in the case of residents of British Columbia, any provincial liquor authority or liquor licensee; or c) 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 or around May 5th, 2023, and ends at 11:59:59 pm (PST) on June 2nd, 2023 (the “Contest Period”). During the Contest Period, scan the in store QR code, follow instructions by completing the online registration form in full to enter. All fields on the entry form must be completed unless they are indicated as optional. Limit: one (1) entry per person and per email address per 24-period throughout the Contest Period. Sponsor will not be responsible for illegible, incomplete, lost, misdirected, technical failures or late entries, which will be void. Any use of automated devices is prohibited. All entries must be received on or before the contest closing date.
- 3. PRIZE:** There is one prize consisting of: A portable Airconditioner Unit. This prize cannot be used towards gratuities. No changes can be made unless approved by Sponsor. Winner and guests will be required to follow all directions of Sponsor and/or the event organizers; failure to do so may result in termination of their participation, or continued participation, in the Prize and/or event.

By entering, entrant declares that he/she has read, understood and complied with the contest rules and decisions of the independent contest organization, which are final and confirm that entrant is at least

18 years of age, depending on the age of majority in the province which the entrant resides.

Prize is not transferable and must be accepted as awarded with no substitutions in cash or otherwise, except at Sponsors sole discretion. Sponsor reserves the right to substitute a prize of equivalent monetary value if a prize or any part of a prize cannot be awarded as described for any reason. 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 winner.

4. **DRAWING:** On or around the day of June 7th, 2023 random drawings will be conducted from the total eligible entries received. The selected entrant will be notified by phone. To be declared a winner, the selected entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered by telephone. If a selected entrant: (i) cannot be contacted within 24 hours of being notified; (ii) fails to answer, or incorrectly answers, the skill-testing question; or (iii) fails to execute and return to Sponsors the Declaration and Release of Liability forms for the selected entrant and his/her guest; the Prize will be forfeited and may be awarded to an alternate entrant. Odds of winning will depend on the total number of eligible entries received.
5. **RELEASE:** Before being declared a winner, a selected entrant will be required to sign a Declaration of Compliance and Release of Liability form, releasing Shark Club Sports Bar & Grill, LP and it's 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 all liability in connection with this Contest or the Prize. Declaration and Release documents must be returned within the time period indicated in the documents or the Prize will be forfeited.
6. **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. By accepting the Prize, the winner consents to the collection, use and disclosure to the public of their name and photographs or other likenesses for publicity purposes in connection with 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.

7. **LIMITATIONS OF LIABILITY:** Without limiting the release provided in Paragraph 5 above, 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 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 for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof; or 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, the Official Contest Rules, the selection and/or announcement of winners, or the distribution of any Prizes. This contest is solely executed by Shark Club Sports Bar & Grill and Visa is not associated with or responsible for the offer fulfillment.
8. **RIGHT TO TERMINATE, SUSPEND OR AMEND:** Sponsor reserves the right to terminate or amend 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 them, are final and binding in all matters relating to this Contest. No correspondence will be entered into except with selected entrants. Contest is subject to all applicable federal, provincial and municipal laws. In the event of a dispute regarding who submitted an online 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. A selected entrant may be required to provide Sponsors with proof that he/she is the authorized account holder of the e-mail address associated with the selected entry.

Sponsor reserves the right at its sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by Sponsors, 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; 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 UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Contest is subject to all applicable federal, provincial and municipal laws. None of the Contest Sponsors accepts any responsibility for lost, stolen, delayed, late, damaged or misdirected entries or for any failure of the website during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from entering or attempting to enter the Contest. Entries are subject to verification and will be declared invalid if they are illegible, mechanically or robotically programmed or reproduced, mutilated, forged, falsified, altered or tampered with in any way. The Contest Sponsor reserves the right, at its sole discretion and without notice, to disqualify any entry and to modify, terminate, or suspend this Contest for any reason including if a virus, bug, non-authorized human intervention, action of entrant(s), or other cause corrupts or impairs the administration, security, fairness, or proper play of the Contest, and, if the Contest is modified, terminated, or suspended, select winners from those eligible entries received prior to the event requiring such modification, termination, or suspension.

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.