

Creemore Springs® Experience Sweepstakes (the “Contest”)

OFFICIAL CONTEST RULES

- 1. ELIGIBILITY:** To be eligible to enter, you must be 19 years of age or older and a resident of Ontario. You are not eligible to enter or win, if you are: a) an employee, representative or agent of Creemore Springs (the “Sponsor”), its affiliates and related companies, advertising or promotional agencies, the 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, any liquor licensee authorized by a provincial liquor authority; c) anyone involved in the development and/or administration of the Contest; 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 or around April 26th, 2020 and all entries must be submitted and received by 11:59 pm (ET) on September 7th, 2020 (the “Entry Deadline” and “Contest Closing Date”). Randomly assigned PIN numbers (“PIN”) will be printed on the inside of specially marked 6x473 mL can packs of Creemore Springs; and to enter without product purchase, visit the Contest Website, scroll down on the home page to the FAQ section and look for the “No product purchase” question. Click on the question and complete all required fields unless they are indicated as optional including submitting via online an original 100 word essay on “***Who would you bring on your Creemore experience with you and why?***” (the “***Essay***”). Once you have completed all required fields and submitted your Essay, you will receive an entry into the Contest. Essays must be submitted by the entrant him/herself. Only original Essays will be accepted. Limit: one (1) entry per person/email address. For timely processing and return, Essay requests must be received by and no later than 11:59 pm (ET) on September 6, 2020. To enter, once an entrant has obtained a PIN visit [<http://CreemoreContests.com>] (the “Contest Website”) and follow the on-screen instructions to complete the online PIN entry form in full and submit the entry. All fields on the entry form must be completed unless they are otherwise indicated as optional. Limit: one (1) PIN entry 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. For greater certainty and the avoidance of any doubt, you can use only one (1) email address to enter this Contest. 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) email address to enter the Contest; then he/she may be disqualified from the Contest and all of his/her entries voided. Your entry will be rejected if the entry form 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 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 disqualification.

3. **SECONDARY PRIZES:** There are a total of ten (10) Secondary Prizes (each a, “Secondary Prize”) available to be won. Each Secondary Prize consists of a Brewmaster’s dinner at Batch House restaurant for six (6) people along with a private brewery tour. The approximate value of each Secondary Prize is \$1,000.00 CAD.
4. **GRAND PRIZES:** There are two (2) grand prizes (each a, “Grand Prize”) available to be won. Each Grand Prize consists of a Creemore experience for six (6). Specifically, the Grand Prize includes: (i) round trip ground transportation for six (6) to and from winner’s residence and onward to Creemore, ON (the “Event”). No ground transportation will be provided to winner and his/her guest if winner resides within the city as determined by Sponsor; (ii) two (2) nights standard hotel accommodation (double or quadruple occupancy); (iii) private brewery tour; (iv) lunch and private dinner for six (6); and (vi) a Creemore gift bag. The approximate value of each Grand Prize is \$4,000.00 CAD (based on sample Toronto departure). The actual value of the Grand Prize will depend on location of winner’s residence. Winner is not entitled to any monetary difference between the actual and stated value, if any.

The Secondary and Grand Prizes will occasionally be referred to in these Official Contest Rules collectively as “Prizes” or each individually as a “Prize”.

For both Prizing, winner and his/her respective guests shall be responsible for any costs or expenses associated with the Prize not outlined as included above, including but not limited to transportation to and from winner’s home residence and Batch or Creemore, any additional transportation, drinks, any additional meals, gratuities and all incidental and personal expenses. For the Grand Prize winner will be required to use a credit card at hotel check in to cover any and all incidentals not specified as included in the Grand Prize. Grand Prize winner and his/her respective guests must travel together on the same itinerary departing from the same departure point on the dates and times required or the Grand Prize will be forfeited. All travel arrangements and accommodations must be booked through Sponsor or its agent. Grand Prize 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 Grand Prize and/or Event. Once itinerary has been finalized between Grand Prize winner and Sponsor, no

changes can be made unless approved by Sponsor. For all Prizing, winners' guests must be 19 years of age or older to participate in the applicable 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 reserves the right 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(s) cancellations, or other factors beyond Sponsor's reasonable control prevent a Prize or any part of a Prize from being fulfilled. In any such event, a winner will not be provided with a substitute Prize or cash equivalent. Prizes will only be released to the verified winners. Return of any Prize/Prize notification as undeliverable may result in disqualification and selection of an alternate eligible winner. Limit: one (1) Grand Prize per household.

- 5. DRAWINGS:** On or around May 15th, 2020, random drawings will be conducted for the Grand Prize and Secondary Prizes from among all eligible entries received. The first ten (10) entries drawn will be eligible to win a Secondary Prize. After the Secondary Prize drawings, two (2) potential Grand Prize winning entries will be randomly drawn from among all eligible entries. GRAND PRIZE WINNER WILL NOT BE ELIGIBLE TO WIN A SECONDARY PRIZE. The odds of winning the Grand Prize or a Secondary Prize will depend on the total number of eligible entries received. Sponsor or its designated agents will attempt to notify the selected entrants by phone or email using the information provided at the time of entry. To be declared a winner, a selected entrant must first correctly answer, a mathematical skill-testing question by phone or email and without assistance of any kind, whether mechanical or otherwise. If a selected entrant: (i) cannot be contacted within two (2) business days of the first attempted notification; (ii) fails to correctly answer, or incorrectly answers, the skill-testing question; (iii) if Grand Prize winner fails to execute and return to Sponsor any required Declaration and Release of Liability forms him/herself and his/her guests within the time period indicated on such forms (as applicable); (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.
- 6. RELEASES, ETC.:** Before being declared a winner of a Prize, a selected entrant may 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, its 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, use and/or 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. A DECLARATION AND RELEASE OF LIABILITY FORM WILL BE REQUIRED FOR THE GRAND PRIZE. Sponsor does 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 and/or misuse of any Prize, travel related thereto (as applicable), or otherwise from participation in this Contest. Declaration and Release documents must be returned within the time period indicated in the documents or the applicable Prize will be forfeited. Grand Prize winner's guest must also sign and return a Declaration and Release of Liability form prior to travel and/or participating in the Grand Prize. The names of guests cannot be changed once the Declaration and Release of Liability form has been received by Sponsor or its agent.

- 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, for the purpose of 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 virtue of entering the Contest. By accepting any Prize, the winners consent to the collection, use and disclosure to the public of their names, addresses (city, province/territory), voices, statements 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. 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. 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, 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.

9. ERRORS, ETC.: Any PINs, packaging or other materials used in this Contest that have been tampered with, mutilated, altered, forged, reproduced, not legitimately obtained, stolen, are illegible, broken or otherwise damaged, or which contain or reflect printing, production or other errors will be void.

10. 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.

11. MISCELLANEOUS: All decisions of the Sponsor, or any contest judging organization as designated by them, 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 entered into 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 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; 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 and 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 law.

12. 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 regards to any matter relating to this Contest.