

GEORGIAN BAY SPIRIT CO. – PERFECT SMASH UP CONTEST

Official Contest Rules

1. **WELCOME:** The Perfect Smash Up Contest (the “**Contest**”) is sponsored and administered by Georgian Bay Spirit Co., 400-5075 Yonge Street, Toronto, ON (the “**Sponsor**”).

2. **CONTEST PERIOD:** Contest starts May 29, 2018 at 12:00pm EDT and ends June 17, 2018 at 11:59pm EDT (“**Contest Period**”).

3. **ELIGIBILITY:** Contest is open to legal residents of Ontario aged 19 or over as of the date of entry during the Contest Period (“**Entrant**” or “**Entrants**”).

The Contest is not open to:

- a. employees, officers and directors of the Sponsor and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, (collectively, “**Promotion Parties**”), representatives or agents, as applicable; and
- b. the immediate family members (regardless of where they live) of a person excluded under (a) or anyone domiciled with a person excluded under (a) (whether related to that person or not). For the purposes of these Official Contest Rules, “immediate family” includes husband, wife, spouse, partner, mother, father, brothers, sisters, sons, and/or daughters.

4. **HOW TO ENTER: NO PURCHASE NECESSARY.**

Entrants can enter by either Facebook or Instagram.

a. **ENTER WITH FACEBOOK:**

- (i) Follow Sponsor’s Facebook Page @georgianbayspiritco (“**FB Page**”); **AND EITHER**
- (ii) Post one (1) photo (“**Photo**”) on the FB Page that shows *how you are creating the perfect Smash Up* and tag #PerfectSmashUp and @georgianbayspiritco. Photo must meet **Rule 11 – Photo Requirements; OR**
- (iii) Repost one (1) of the Sponsor’s own Perfect Smash Up posts onto the FB Page and tag #PerfectSmashUp and @georgianbayspiritco.

b. **ENTER WITH INSTAGRAM:**

- (i) Follow Sponsor’s Instagram Account @georgianbayspiritco; **AND EITHER**
- (ii) Post one (1) photo (“**Photo**”) to Entrant’s Instagram account that shows *how you are creating the perfect Smash Up* and tag #PerfectSmashUp and @georgianbayspiritco. Photo must meet **Rule 11 – Photo Requirements; OR**
- (iii) Repost one (1) of the Sponsor’s own Perfect Smash Up posts and tag #PerfectSmashUp and @georgianbayspiritco.

Each method constitutes one (1) “**Entry**” (or “**Entries**”).

5. ENTRY LIMITS: Limit one (1) Entry per individual, per day, during the Contest Period.

6. HOW TO WIN: On June 18, 2018 (“**Draw Date**”), the Sponsor will conduct a draw and randomly select one (1) Entry from all eligible Entries received during the Contest Period (“**Potential Winner**”). The Sponsor shall announce the winner on Facebook and Instagram on June 21, 2018.

7. HOW TO CLAIM A PRIZE: The Potential Winner will be notified by Facebook or Instagram announcement or direct message, no later than one (1) business day following the Draw Date. Upon notification, the Potential Winner will have five (5) business days to: correctly answer a time-limited mathematical skill-testing question without assistance, or mechanical or electronic aid and agree to and return and signed Declaration and Release form (“**Declaration**”) confirming, among other things, compliance with the Official Contest Rules and acceptance of the prize as awarded (“**Winner**”).

The Sponsor, in its sole discretion, reserves the right to select another Entrant should a selected Entrant fail to do the aforementioned, or if found ineligible for any reason.

8. ODDS: The odds of winning depend upon the number of eligible Entries received during the Contest Period.

9. PRIZE/APPROXIMATE RETAIL VALUE (ARV): There is one (1) grand prize (“**Prize**”) to be won, consisting of the Ultimate Summer Smash Up Prize Pack consisting of a Yeti Cooler, Bose Portable Mini Speaker, Custom Loch Sunglasses, Biion Shoes, Georgian Bay Spirit Co. Umbrellas, Georgian Bay Spirit Co. Muskoka Chair and miscellaneous Georgian Bay Spirit Co. swag. The approximate value of the prize is \$1,500 CAD.

10. PRIZE CONDITIONS AND EXCLUSIONS: The Winner will be responsible for all other expenses not specified in the description of the Prize. Prize must be accepted as awarded without substitution and is non-transferable. The Prize has no cash-surrender value. The Sponsor reserves the right, in its sole discretion, in the event that the Prize or any component of any Prize cannot be awarded as described for any reason, to substitute and/or modify the Prize or component of Prize with (a) prize(s) of equal or greater value, without liability. The Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

11. PHOTO REQUIREMENTS: If an Entrant enters the Contest by submitting a Photo, he/she agrees that his/her Photo:

- a. is created for the sole purpose of this Contest and not previously published or used prior to this Contest;
- b. does not violate any law, statute, ordinance or regulation;
- c. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- d. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- e. is not defamatory, trade libelous, pornographic, offensive or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following:
 - i. nudity;

- ii. explicit, graphic or excessive sexual activity;
- iii. crude, vulgar or offensive language and/or symbols;
- iv. derogatory characterizations of any ethnic, racial, sexual or religious groups;
- v. content that endorses, condones or discusses any illegal, inappropriate or risky activity, behavior or conduct;
- vi. personal information of individuals, including without limitation, names and addresses (physical or e-mail);
- vii. conduct or other activities in violation of these Official Contest Rules;
- viii. commercial messages, comparisons or solicitations for products or services;
- ix. any identifiable third party products and/or trade-marks, brands or logos, unless the necessary permissions/licenses have been obtained; and
- x. any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by Sponsor in its sole discretion.

By entering the Contest and submitting a Photo, each Entrant: (i) grants to Sponsor, in perpetuity, a world-wide, non-exclusive, irrevocable, license to publish, display, reproduce, modify, edit or otherwise use his/her Photo, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Photo in favor of Sponsor; and (iii) agrees to release and hold harmless Sponsor, its affiliates, subsidiaries, parent or related companies, its advertising or promotional agencies, and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action. For greater certainty, Sponsor reserves the right, in its sole discretion, to un-tag or remove any Photo if a complaint is received with respect to the Photo, or for any other reason. If an Entry and/or Photo are determined by the Sponsor, in its sole and absolute discretion, to have violated these Official Contest Rules in a non-material and de minimus way and the Entry and/or Photo can be edited to remove the violation, the Sponsor may request the Entrant to amend the submission, or amend the submission on the Entrant’s behalf, instead of disqualifying the Entrant.

12. ENTRANTS REPRESENTATIONS: Entrant shall ensure that his/her submitted Photo is true and genuine and is not obscene, threatening, harassing, libelous, deceptive, fraudulent and invasive of another’s privacy, offensive, defamatory of any person or otherwise illegal. Entrant warrants that the content he/she submits to the Contest does not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual. Entrant agrees not to (i) submit content which is deliberately intended to upset or harm other users; (ii) use the Contest to post or otherwise transmit content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of any impermissible classification, including, without limitation, religion, gender, sexual orientation, race, color, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability; (iii) post or otherwise transmit any content that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Contest websites or any other telecommunications or technology affiliated with the Contest; (iv) upload or otherwise transmit any content, or take any other actions with respect to the Entrant’s use of the Contest, that would constitute, or would otherwise encourage, criminal conduct or give rise to civil liability; or (v) use the Contest for commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services.

13. ENTRY CONDITIONS: All Entries are subject to verification at any time. 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 Contest in a timely manner may result in disqualification.

Any attempt by any Entrant, to participate or submit an Entry in any method, or has entered or participated in any fashion not sanctioned by the Official Contest Rules, including submitting a Photo that violates **Rule 11 – Photo Requirements**, will void that individual's Entry and eligibility to win the Prize and be disqualified from the Contest, at the sole discretion of the Sponsor.

All Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Official Contest Rules may be disqualified by the Sponsor. Proof of submission does not constitute proof of receipt. 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 Contest Period. The Releasees are not responsible for late, lost, misdirected, delayed, damaged, stolen, incomplete or incompatible Entries. Entries become property of Sponsor and will not be acknowledged or returned. All federal, provincial/territorial, local, and other taxes on a Prize, if any, are the sole responsibility of the Winner.

14. LIMITATION OF LIABILITY: By entering Contest, Entrants accept and agree to these Official Contest Rules and the decisions of Sponsor, which shall be final in all matters. Releasees are not responsible for lost or late Entries or related documents, or for any typographical, or other error in the printing of the offer, failure of the Contest websites, administration of the Contest, or announcement of any Prize, or for technical, hardware, or software malfunctions, computer virus, bugs, tampering, unauthorized intervention, fraud, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest, or by any human error which may occur in the processing of the Entries in this Contest, or any other cause beyond the reasonable control of Sponsor that interferes with the proper conduct of the Contest as contemplated by these Official Contest Rules.

15. RELEASES WAIVERS, AND DISCLAIMERS: Unless otherwise required by applicable law, the Entrant agrees to the following releases, waivers and disclaimers:

CONTEST RELEASE: By entering the Contest, Entrants agree to forever release, discharge and hold harmless the Releasees from and against any and all damages, claims, injuries, death, loss and/or liability to person or property, due in whole or in part, whether directly or indirectly, by the entering and participation in the Contest including any travel related thereto.

PRIZE RELEASE: If an Entrant wins the Prize and accepts the Prize, such acceptance shall mean full satisfaction of the entitlement as an Entrant and Winner in the Contest and the Entrant fully discharges and forever releases the Releasees, of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Releasees in connection with the use, misuse or otherwise of the Prize.

Entrant also acknowledges, without limiting the generality of the foregoing, that the Releasees will not be responsible for any injury, accident, death or dismemberment, or any other loss, damage or expense in connection with the participation in the Prize. Refusal to accept a Prize releases the Releasees of all responsibility and obligations toward the Entrant of such Prize.

In no event shall Sponsor be held to award more Prizes than what is mentioned in these Official Contest Rules or to award Prizes otherwise than in compliance with these Official Contest Rules.

16. RIGHTS OF SPONSOR: If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of the Contest, the Sponsor reserves the right to modify, cancel, or suspend this Contest without prior notice or obligation.

Any attempt to deliberately damage any website or other component, or to otherwise undermine the legitimate operation of this Contest 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, including criminal prosecution.

Sponsor reserves the right to disqualify a person if he/she enters the Contest or tries to do so by any means contrary to these Official Contest Rules or which would be unfair to other Entrants or where Contest Entries are generated by any mechanical or automated means, including the supply of untruthful, inaccurate, or misleading details and/or information. Entry materials that have been tampered with, reproduced, falsified, or altered are void. In the event a dispute arises as to the identity of an online potential Winner, Entries made by internet will be declared by the name on the associated online entry form.

All federal, provincial, and local laws and regulations apply. This Contest and the Official Contest Rules shall be governed by, and construed in accordance with, the laws of the Province of Ontario.

17. PUBLICITY: By participating in this Contest and by accepting a Prize (if applicable) constitutes permission for the Sponsor, and its agencies to use the Entrants' and Winners', as applicable, names, cities and province of residence, biographical information, Entry information including Photo (if applicable), Prize information, video, recording, voice, photograph, statements and likenesses for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless otherwise prohibited by law.

18. PRIVACY: Sponsor respect Entrants' right to privacy. Personal information collected from Entrants will only be used for the purpose of administering this Contest and conducting publicity about this Contest. By entering this Contest, Entrants consent to Sponsors' collection, use, and disclosure of their personal information for these purposes.

19. FACEBOOK AND INSTAGRAM: This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. The owners and operators of Facebook and Instagram are completely released from 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 Facebook or Instagram.