

CONTEST RULES and REGULATIONS FOR “MOXIE’S SAINTLY® TRIP TO WHISTLER CONTEST” (the “Contest”)

This Contest is sponsored by Moxie’s Grill & Bar & Saintly Wine® (the “Contest Sponsor”). The Contest runs from 12:00:00pm Mountain Time Zone (MT) on July 29 2021 to 11:59:59pm (MT) on September 10, 2021 (the “Contest Period” and September 10, 2021 being the “Contest Closing Date”). The initial draw date will be September 15, 2020 at 10:00:00am (MT), with consecutive draws every 24 hours until the prize is issued. All contest periods will begin in MT and end in MT.

1. ELIGIBILITY: The Contest is open to Canadian residents (excluding Quebec) who are 19 years of age or older except: (i) employees, agents and representatives of the Contest Sponsors, each of their associated companies and agencies and the independent judging organization (collectively, the “Contest Entities”); (ii) members of the immediate families of the aforementioned employees, agents and representatives or persons with whom such employees, agents or representatives contractors are domiciled. “Immediate family members” are defined as spouse, common-law spouse, parents, siblings, children and co-habitants. To be eligible, entrant must be a Canadian citizen and completed all the instructions on how to enter listed below. Prize must be redeemed by December 31, 2022. Please enjoy responsibly, must be of legal drinking age to enter.

2. HOW TO ENTER: : NO PURCHASE NECESSARY. No purchase or payment necessary to enter or win. Purchase will not improve an entrant's chance of winning.. To enter, the entrant must complete the following: follow @moxies and @saintlywine on Instagram, like the Moxies contest post from July 29, 2021, and tag a friend in the comments. Entrants can share the post to their story for a bonus entry (tagging @moxies and @saintlywine). The Contest Sponsors are not responsible for lost, late or incomplete entries and any such entries will be void. Entries are limited to the contest period and winner must be able to redeem the prize as awarded without substitutions. All entries must be received on or before the Contest Closing Date.

You must set your Instagram® account privacy settings set to “Off” from the time of entry until the end of the contest period to allow Sponsor to contact you in the event you are selected as a potential winner. **YOU MUST BE THE ONLY PERSON APPEARING IN THE PHOTO.**

PHOTO GUIDELINES: The Photo submitted as your Entry:

- (i) **MUST BE** combined with a caption that includes the required hashtag and a caption as described above;
- (ii) **MUST BE** the Entrant’s original work (modification of an original work is NOT an original);
- (iii) **MUST NOT** have been previously published or won any award;
- (iv) **MUST NOT** include celebrities;

- (v) **MUST** comply with the platform Instagram® Terms of Use (<http://instagram.com/about/legal/terms/>);
 - (vi) **MUST** be in keeping with Sponsor's image and reputation as determined by Sponsor, in its sole discretion, or Photo Entry will be disqualified from the Contest. The Photo Entry **MUST NOT** disparage any persons or organizations;
 - (vii) **MUST NOT** contain viruses, Trojan horses, worms, bots, spyware or any other computer code that may damage, interfere with, or surreptitiously intercept or expropriate any system, data or information;
 - (viii) **MUST NOT** contain any material that could identify any person, other than the entrant, including any image, likeness, name, address, phone number, or URL address;
 - (ix) **MUST NOT** contain any personal or commercial solicitations, advertisements or promotional materials;
 - (x) **MUST NOT** feature regulated products marijuana or tobacco products, firearms and ammunitions, prescription drugs, illegal or illicit drugs and related drug paraphernalia, nutritional supplements, lotteries, or gambling;
 - (xi) **MUST NOT** contain material which is in Sponsor's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, self-mutilating, discriminatory (including based on race, sex, religion, natural origin, physical disability, sexual orientation or age), offensive, profane, or harassing; or contain material that is threatening to any person, place, business or group or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group;
 - (xii) **MUST NOT** violate any law, statute, ordinance or regulation including local alcohol restrictions on advertising;
 - (xiii) **MUST NOT** contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, entry submissions **MUST NOT** include third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Sponsor;
 - (xiv) **MUST NOT** make reference to any third-party product, including in the caption to the Photo;
 - (xv) **MUST NOT** contain any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole discretion (no over consumption/safe use of the product).
- (a) Entries that do not conform to the specific requirements will be disqualified.
 - (b) By participating in this Contest, entrant represents and warrants that: (i) the Entry does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Entry is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsor to use the Submission as contemplated by these Rules; and (iii) the Entry does not infringe upon the

intellectual property or other statutory or common law rights of any third party including the Sainly® registered trademark.

3. DRAW: A random draw will be held by an independent judging organization (the “Contest Judges”) in Calgary, Alberta from all the eligible entries received on or before the Contest Closing Date. Consecutive draws will be made every 24 hours from remaining eligible entries until the prizes have been issued. The odds of winning the Prize depend on the number of entries received.

4. PRIZE WINNERS: Only the selected entrant will be notified. If the selected entrant cannot be contacted within 24 hours, an alternative entrant will be randomly selected. This process will be repeated until a selected entrant is contacted or there are no more eligible entries, whichever comes first. In order to win, the selected entrant must show a valid driver’s license or other government issued photo identification as evidence of identity. The selected entrant will be required to sign a Declaration and Release of Liability Form confirming compliance with the Official Contest Rules and Regulations, releasing the Contest Sponsor and its affiliated companies, their advertising and promotional agencies and the Contest Judges from any liability resulting from the awarding of the Prize and confirming acceptance of the Prize awarded. Any additional cost not related to the prize are the winner’s sole responsibility. Winner agrees that Contest Sponsors may use their name and/or likeness in any promotional materials without further payment or consideration.

5. PRIZE: There is one (1) prize available to be won, with an approximate retail value of \$Approx. \$4,000 value. The prize consists of the following:

- Trip to Whistler for 2
- Roundtrip airfare (from a Canadian city)
- 2 x 2 full day ski lift tickets Whistler Blackcomb
- 2 nights accommodations
- \$500 spending money

*Redemption dates: December 15th to April 17th

**Blackout dates Dec 22, 2021 - Jan 7, 2022 and March 12,2022 - March 27,2022

The Prize winner is solely responsible for all costs not expressly described herein including, without limitation, alcoholic beverages, applicable taxes, ground transportation, other transportation, gratuities, together with any required identification and all personal expenses of any kind or nature.

All Prizes must be accepted as awarded, without substitution and are not transferable or redeemable for cash or allowed to be sold. The Contest Sponsors have the right to substitute the prizes in whole or in part in the event that all or any of the components of the Prize is unavailable. In the event that the winner is unable to redeem any or all of the

Prize components due to reasons beyond the control of the Contest Sponsors, their employees, representatives, agents and all parties associated with this Contest, no cash alternative, other compensation, substitution or transfer of Prize will be provided.

6. By entering this Contest, the entrants and participants automatically agree to accept and abide by these Rules and Regulation. All decisions of the Contest Sponsors and Judges with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Contest.

7. 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.

8. Before, and as a condition of, being declared a winner and being awarded a prize, each potential winner will be required to execute and return a Declaration and Release of Liability within 24 hours of attempted delivery or prize will be forfeited and may be awarded to an alternate entrant. The Declaration and Release of Liability document will release and save harmless the Contest Sponsors from and against any liability whatsoever in connection with the conduct of this Contest and the awarding and/or use of any prize. The return of any prize/prize notification as undeliverable or noncompliance with the terms of these Official Rules may result in disqualification and at Contest Sponsors' discretion, selection of an alternate entrant.

9. LIMITATION OF LIABILITY: Contest Sponsors are not responsible for lost or late entries or Declaration and Release forms, or for any typographical, or other error in the printing of the offer, administration of the Contest, or announcement of the 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 Contest Sponsors that interferes with the proper conduct of the Contest as contemplated by these

Official Rules. If, in the Contest Sponsors' 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 Contest Sponsors reserve the right to modify, cancel, or suspend this Contest without prior notice or obligation. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Contest Sponsors reserves the right to disqualify a person if he/she enters the Contest or tries to do so by any means contrary to these rules or which would be unfair to other entrants or where entries or votes are generated by any mechanical or automated means. Refusal to accept a prize releases the Contest Sponsors, as well as their respective directors, officers, and employees, of all responsibility and obligations toward the winner of such prize. In no event shall Contest Sponsors be held to award more prizes than what is mentioned in these rules or to award prizes otherwise than in compliance with these rules. Contest Sponsors shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation unforeseeable or beyond their control, including but not limited to force majeure, a strike, lockout, or any other labour dispute at their location or the locations of the businesses whose services are used to hold this event. In the event of any dispute concerning the operation of any element of the Contest or these Contest Rules, the decision of the Contest Sponsors will be final.

By entering the Contest, each entrant agrees to release, indemnify and forever hold harmless the Contest Sponsors from and against any and all claims, demands, damages, actions and causes of action arising or to arise by reason of the entrant's participation in the Contest and/or the acceptance, use or misuse of the Prize.

10. CONDITIONS OF ENTRY: Acceptance of a prize constitutes permission for the Contest Sponsors and their agencies to use winners names, cities and provinces/territories of residence, 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 prohibited by law. All information requested by and supplied by each entrant must be truthful, accurate, and in no way misleading. Contest Sponsors reserves the right to disqualify any entrant from the Contest in their discretion, should the entrant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the entrant be ineligible for the Contest pursuant to these rules.

11. PRIVACY: Personal information collected from entrants will be used by Contest Sponsors for the purpose of administering this Contest and, if consent is given at the time of entry, to provide the entrants with marketing information relating to new and existing products and upcoming promotions of Contest Sponsors by mail or e-mail. Entrants are able to opt in with respect to receiving such marketing information online. Contest Sponsors will not sell, share or otherwise disclose personal information of entrants with

third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law.