

Burger and Brew Festival Regulations

1. THE CONTEST PERIOD

The Contest entry period (the “Contest Period”) commences at 12:00:01 PM Newfoundland Time (“NST”) on October 31, 2020 and concludes at 12:00:00 PM NST on November 15, 2020.

2. ELIGIBILITY

To be eligible to enter and win, you must be a resident of Canada (excluding Quebec) and of legal drinking age. You are not eligible to enter or win, if you are: a) an employee, representative or agent of Destination St. John's or Quidi Vidi Brewing Company (the “Contest Sponsors”), or any of their respective affiliates, advertising or promotional agencies, any participating restaurants and breweries or the prize suppliers; b) a participating licensed establishment 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.

3. HOW TO PLAY: During the Contest Period, visit as many participating restaurants and breweries as you can. Scan and submit a QR code for each featured burger or brew. Once you have submitted 4 or more entries, you will be automatically entered for your chance to win a prize ranging from \$75 to \$125. Those with the most submissions will also be entered to win the Grand Prize (\$250 value). For details on how the Grand Prize winner will be selected, see Grand Prize Winner Selection (Section 8). For more information on how to submit entries, refer to Prizes and Winner Selection (Section 6).

4. SUBMISSION OF PASSPORTS FROM BURGER & BREW – MARCH 2020

EDITION: Burger and Brew was suspended in March 2020 due to COVID-19 restrictions. At that time, collected stamps on the paper Passports were the mechanism of entry. Entries made during that contest period will be honoured and entered for your chance to win a prize ranging from \$75 to \$125. Submit your photographed Burger & Brew NL Passport with 4 or more stamps by November 15, 2020 to be entered to win.

5. HOW TO PLAY: NO PURCHASE NECESSARY

To enter the draw, write an original 500+ word essay on the topic of “Tell us your funniest story about a night out in St. John's gone awry”, along with your name, mailing address, telephone number, e-mail address, and the statement “I am of legal drinking age in Newfoundland and Labrador,” and send in a postage paid envelope to: Destination St. John's, 211B LeMarchant Rd., St. John's, NL, A1C 2H5. Only one entry per postage paid envelope. Essays that are copied, forged, counterfeit, or otherwise unoriginal will be automatically disqualified. You must provide the information requested. Entries must be received during the Contest Period. For information on Prizes and Winner Selection, see Section 6. For information on Prize Redemption, see Section 7.

6. PRIZES AND WINNER SELECTION: Entrants to the Burger & Brew Fest to be won through QR code submissions and No Purchase entries. No Purchase Necessary winners will be contacted by phone. Approximate retail value of prizes for passport winners range from \$75 to the grand prize of \$250. Odds of winning are based on the number of submissions. One (1) Grand Prize of \$250 in participating restaurant and brewery Gift Cards* will be awarded on November 17th at 5:00:00 pm NST. Prizes must be accepted as awarded. Prizes are non-exchangeable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions. The Contest Sponsor reserves the right, in its sole discretion, to deem a prize transferable, or to substitute and/or modify a prize with (a) prize(s) of equal or greater value.

7. PRIZE REDEMPTION

Before being awarded a prize, each prize “winner” must correctly answer, unaided, a skill-testing mathematical question. Winners must respond within 24 hours of receiving notice. No Purchase winners of all prizes including the Grand Prize will be contacted through email. The potential winners who fail to claim the prize within 24 hours of email being received will forfeit their prize(s) and another winner may be selected. All winners of the Passport prizes must claim their prize(s) by November 18, 2020 at 5:00:00pm NST.

8. GRAND PRIZE WINNER SELECTION

The Grand Prize draw will take place on November 17, 2020. Upon receiving email, each winner must correctly answer, unaided, a mathematical skill-testing question, sign a Release Form (see Section 10 for details) and present valid photo ID.

9. PRIZE CONDITIONS

All incidental costs and expenses not specifically referred to herein as part of the Grand Prize description (the “Expenses”) are the sole responsibility of the Grand Prize winner. The Grand Prize winner shall not seek reimbursement for the Expenses from the Contest Sponsor. Arrangements will be made between the Grand Prize winner and the Contest Sponsor with regard to delivery (shipment) of the prize.

10. NO REPRESENTATIONS OR WARRANTIES

The Contest Sponsor makes no representation or offers no warranty, express or implied, as to the quality or fitness of any prize awarded in connection with the Contest. The prize winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from the Contest Sponsor should a prize fail to be fit for its purpose or is in any way unsatisfactory to a prize winner.

11. DECLARATION AND RELEASE OF PRIZE WINNERS

Upon receiving notice that you have won a prize, each winner must correctly answer, unaided, a skill testing mathematical question and confirm that by entering the Contest:

- they read, understood and accepted these Contest Rules;
- they are of legal drinking age (19+) in the province of Newfoundland & Labrador;

- they allow a photo (and or video) of themselves with the prize to be taken and shared across social channels affiliated with Burger & Brew Fest NL, including the contest sponsor(s) and the associated restaurants and breweries;
- they release the Contest Sponsor, the Affiliates, and all of their directors, officers, employees, agents as well as their respective advertising and promotional agencies (collectively, the “Releasees”) from any and all liability arising in connection with participation in the Contest and acceptance of a prize.

12. TERMINATION/MODIFICATION

Subject to applicable law, the Contest Sponsor reserves the right to cancel, suspend, terminate, modify the Contest Rules or administration of the Contest, in whole or in part, without prior notice with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, tampering, fraud, corruption of security or other causes beyond the control of the Contest Sponsor.

13. OWNERSHIP OF ENTRIES

All entries shall become the property of the Contest Sponsor and its advertising and promotional agencies. The Contest Sponsor assumes no responsibility for lost, stolen, destroyed or otherwise indecipherable entries due to any failure or technical malfunction of the telephone network, online computer systems or equipment, servers, access providers, software, poor reception, technical problems, failure of any email or submission or due to any other reason regardless of cause.

14. PUBLICITY

By entering the Contest, each entrant consents to the use of his or her name, city or town of residence, photograph, voice, likeness, image or any other aspect of his or her personality for any publicity and programming purposes, commercial or otherwise, in all media used by the Contest Sponsor, promoters and their advertising and promotional agencies, without any payment or compensation.

15. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION

By entering the Contest and voluntarily providing personal information including, but not limited to, name, address, city, email address, home and office telephone numbers (the “Registrant Information”), each Contest entrant grants permission to the Contest Sponsor to collect and use of the Registrant Information for the exclusive purpose of administering the Contest, redeeming prizes and selecting the Grand Prize winner, unless otherwise indicated that they wish to receive further marketing communications from the Sponsors.

16. TAMPERING

If for any reason the Contest is not capable of running as planned, including due to production issues, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Contest Sponsor that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Sponsor reserve the right, at their sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or prizes. The Contest Sponsor further

reserve the right to disqualify, from this Contest and future contests of the Contest Sponsor, any individual who tampers with or in any way corrupts the entry process. The Contest Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in the Contest Sponsor's sole discretion, the Contest Sponsor determine that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or any unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or the Contest Sponsor's representatives. Any attempt by an entrant or any other individual to deliberately damage any property or web site or undermine the legitimate operation of the contest may be in violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages (including lawyers' fees) from any such entrant or any other individual to the fullest extent permitted by law, including criminal prosecution.

17. LIMITATION OF LIABILITY

By entering the Contest, the entrant agrees that the Contest Sponsor shall have no liability and shall be held harmless by the entrant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use, enjoyment or misuse of any prize, or while preparing for, participating in any Contest-related or prize-related activity. The Contest Sponsor is not responsible for technical, hardware, software or telephone failures of any kind, lost Contest submissions, whether caused by the Contest Sponsor, users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions that may cause damage to a user's system or limit an potential entrant's ability to participate in the Contest.

18. WHERE CONTEST RULES AND REGULATIONS AVAILABLE

These rules and regulations are available online at www.burgerbrewnl.ca.

19. COMPLIANCE WITH CONTEST RULES

All contestants agree to abide by the Contest Rules, which are subject to change at the sole discretion of the Contest Sponsor.

20. COMPLIANCE WITH LAWS

This Contest is void where prohibited by law and is subject to all federal, provincial, territorial and municipal laws and regulations of Canada and of each province, territory and municipality of Canada, respectively.