

Jack Astor's Bar and Grill® ("Jack Astor's"®) presents the 'Jack's Kick Ass Summer Games' Promotion (the "Contest")

OFFICIAL CONTEST RULES

**** MUST BE OF LEGAL DRINKING AGE IN YOUR RESIDENT PROVINCE OR OLDER TO PARTICIPATE. NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

Entry into this Contest constitutes your acceptance of these Official Rules.

1. **CONTEST PERIOD:** This Contest will commence on Tuesday, June 25, 2024 at 11:00 a.m. and end on Sunday, September 8, 2024 at 11:59 p.m. (EDT) (the "Contest Period"), while supplies last.
2. **HOW TO ENTER:** Attend any participating Jack Astor's in Canada and participate in Patio Games in order to be given a ballot for a chance to win a Grand Prize or to win an Instant Win Prize. You can also order an item from the Jacklete Gold Medal Features Menu or an item from our participating sponsors to be given a ballot for entry to win a Grand Prize. To enter without purchase, please ask your server for a ballot. **NOTE:** Jack Astor's reserves the right to limit the distribution of ballots to one (1) ballot per guest check per visit with the purchase of any food or beverage item off our Jacklete Gold Metal Features Menu, or an item from our participating sponsors.

From all eligible entries for the Grand Prizes, random draws will take place periodically throughout the Contest Period. Draws will be done at the offices of SIR Corp. located at 200-5360 South Service Road, Burlington, ON L7L 5L1

3. **PRIZE:** There are 44,196 Instant Win prizes available to be won. You can win any of the following as Instant Win prizes:
 - Medal Bottle Openers x 4995 (ARV \$3.69)
 - Beach Balls x 1184 (ARV \$3.40)
 - Beer Koozies x 4995 (ARV \$1.37)
 - Temporary Tattoos x 4995 (ARV \$0.40)
 - Ribbons x 7400 (ARV \$0.66)
 - Rally Towels x 888 (ARV \$2.48)
 - Jack's BBQ Sauce x 1184 (ARV \$2.53)
 - Jack Astor's Gift Cards (\$100) x 50 (ARV \$100)
 - Chicken Fingers for a Year x 1 (ARV \$1,200)
 - \$20 Coupons x 18,500 (ARV \$20)

(collectively "Instant Win Prizes", each an "Instant Win Prize"). There are eighty-four (84) Grand prizes to be won:

- Trip for two to Corona Island (ARV \$20,000)
- Trip for two to Belgium & France (ARV \$17,000)
- Trip for two to Japan (ARV \$15,000)
- Backyard Gazebo Bar & TV (ARV \$17,500)
- Yeti Coolers x 10 (ARV \$550 each)
- Solo Stove x 4 (ARV \$400 each)
- Water Tube/Floatie x 2 (ARV \$200 each)
- Paddle Board x 4 (ARV \$500 each)
- Mini Fridges x 30 (ARV \$533.33 each)
- Beach Kit x 30 (ARV \$500 each) which includes JBL Speaker, Cooler, Folding Chairs (2) and Cornhole
- 1986 Chrysler Lebaron (or the option of the cash equivalent in lieu of the Chrysler Lebaron valued at \$5,000)

(collectively the "Grand Prizes" each a "Grand Prize"). Details of any trip prize to be mutually set up with the applicable prize winner. Any trip prize will not include travel insurance, non-included service gratuities, personal spending, travel to or from the winner's residence to their closest international airport. The ARV is represented in Canadian dollars.

The Instant Win Prize winners (the "Instant Win Prize Winners") and Grand Prize winners (the "Grand Prize Winners") are not entitled to any monetary difference between the actual value and stated value of the Instant Win or Grand Prizes unless otherwise stated. **Once the Grand Prize Winners have been determined they will each be contacted from via email. If the Grand Prize Winner is unable to be contacted after 3 attempts with two days between each attempt, he or she forfeits the Grand Prize and another entrant may, at the sole discretion of SIR Corp. operating as Jack Astor's (the "Sponsor"), be selected from the eligible entries.** Prize is not transferable and must be accepted as awarded with no substitutions in cash or otherwise, except at Sponsor's sole discretion and as more specifically defined below. **Sponsor reserves the right to substitute a portion of any part of Prize if necessary at their discretion. They also reserve the right to substitute a Prize with equivalent monetary value if a Prize or any part of a Prize cannot be awarded as described for any reason.** Sponsor will not be responsible, however, if factors beyond Sponsor's reasonable control prevent a Prize from being fulfilled. In any such event, winner will not be provided with a substitute Prize or cash equivalent. Prizes will only be released to the verified Prize Winners.

PRIZE DISTRIBUTION

Odds of winning a Prize are dependent upon the number of eligible entrants. Alcohol does not form part of the Prize.

4. **ELIGIBILITY:** To be eligible to win an Instant Win Prize, you must: (i) be a resident of Canada; (ii) be of legal drinking age in your resident province or older; and (iii) correctly answer a mathematical skill- testing question without assistance to be administered by the Sponsor.

You are not eligible to win, if you are: a) an employee of the Sponsor, or an employee of each of their respective affiliates, advertising or promotional agencies, any participating restaurants or Contest judging organization; b) an employee of Molson, Labatt, Mark Anthony Wine & Spirits, Sleeman's or Corby; c) an employee or contractor of a provincial liquor authority, a beer, wine or spirit distribution company; 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.

5. **RELEASES, ETC.:** The Instant Prize Winners and Grand Prize Winners will be required to execute a Full and Final Release releasing the Sponsor and each of their respective advertising and promotional agencies, the Contest judging organization, the Prize Suppliers, the provincial liquor authorities, beverage alcohol distribution companies, parent companies and affiliates of the foregoing and all of their respective directors, shareholders, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any liability in connection with this Contest.
6. **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 entrants 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, destruction or unauthorized access to, or alteration of, entries or the receipt and collection thereof; or c) any damage to any of the Prize Winner's personal or real property as a result of use of the Prize.
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. By accepting the Grand Prize, the Grand Prize Winners consent to the collection, use and disclosure to the public of their name, address (city and province only), voice, statements and photographs or other likenesses for publicity purposes by the Sponsor in connection with the Contest in any media or formats including, but not limited to, the Internet and all social media platforms, without further notice, permission or compensation. Personal information will not otherwise be used or disclosed without consent.
8. **ERRORS, ETC.:** Any online ballots or other materials used in this Contest that have been tampered with, mutilated, altered, forged, reproduced, not legitimately obtained, are illegible or which contain or reflect printing, production or other errors will be void.
9. **RIGHT TO TERMINATE OR AMEND:** Sponsor reserves the right to terminate or amend the terms of this Contest, in whole or in part, at any time and without prior notice for any reason or if any factor interferes with its proper conduct as contemplated by these Official Contest Rules.
10. **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/Sweepstake. Sponsor and other Releasees will not be responsible for illegible, incomplete, lost, misdirected or late entries which will be void. All entries become the property of Sponsor and will not be returned. No correspondence will be entered into except with selected entrants. Contest is subject to all applicable federal, provincial and municipals laws.

In the event there is a discrepancy or inconsistency between the Official Contest Rules in English or other statements contained in any other Contest related materials, including but not limited to the French version of these Official Contest Rules, the Prize Full and Final Release form and/or point of sale, television, print or online advertising (including without limitation the mini version of these Official Contest/Sweepstakes Rules that appear in relation to any Contest/Sweepstakes material as listed above then the English version shall prevail, govern and control to the fullest extent permitted by law. Without limiting the generality of the foregoing, in the event the Sponsor becomes aware of any such discrepancy or inconsistency, the Sponsor will make the necessary correction and place a notice on the Contest Website.

Sponsor reserves the right at their sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by the Sponsor, any individual that they find or believe to be not in compliance with these Official Contest Rules, to be tampering with the entry process or the operation of the Contest or any of its technical or mechanical elements; 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 OTHER EQUIPMENT OR TECHNOLOGY USED AS PART OF THIS CONTEST 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.

11. **GOVERNING LAW:** All issues, disputes and/or questions concerning the validity and/or enforceability of these rules or the rights and obligations of any entrant or Releasees in connection with the Contest, shall be governed

by and construed in accordance with the laws of the Province of Ontario.

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 regard to any matter relating to this Contest.
13. **QUEBEC RESIDENTS:** Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the régie des alcools, des courses et des jeux (the “régie”) for a ruling. Any litigation respecting the awarding of a prize may be submitted to the régie only for the purpose of helping the parties reach a settlement.