

## **THIS CONTEST IS OPEN TO ONTARIO RESIDENTS ONLY, AND IS GOVERNED BY CANADIAN LAW**

By participating in the Bangarang's Indoor Fun(ds) giveaway (the "**Contest**"), each entrant (hereafter referred to as the "**Entrant**") agrees to be legally bound by these Official Contest Rules (the "**Rules**") and the decisions of the Sponsor (defined below) with respect to all aspects of this Contest, which are final and binding on all Entrants without right of appeal.

**1. CONTEST PERIOD:** Contest begins at 12:00.00 p.m. EST pm on November 12, 2020 and ends at 11:59.59 p.m. EST (the "**Entry Period**") on November 25, 2020.

**2. ELIGIBILITY:** This Contest is sponsored by the Bangarang Beverage Co. (the "**Sponsor**") and is open to legal residents of Ontario, of the age of majority. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. You understand that you are providing your information to the Sponsor and not to Facebook or Instagram. All entries must comply with all applicable Facebook or Instagram Terms and Policies. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy. Facebook and Instagram are completely released of 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.

**3. HOW TO ENTER:** No purchase necessary. To enter, follow @drinkbangarang's and Facebook or Instagram account, like, and complete the contest entry form at [www.drinkbangarang.com/indoorfunds](http://www.drinkbangarang.com/indoorfunds). To be eligible, your entry must be received within the Entry Period in accordance with these Rules. All entries are collectively referred to as "**Entries**". Use (or attempted use) of 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. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). All Entries are subject to verification at any time for any reason.

**4. THE PRIZE AND APPROXIMATE RETAIL VALUE:** There will be five (5) prizes of \$1,000.00 CAD available to be won for the Contest.

The Prize must be accepted as awarded and is not transferable or assignable, except at Sponsor's sole discretion. The Prize will only be awarded to the person whose verifiable name appears on the selected Entry, and who complies with the provisions of these Rules. The Prize is subject to all terms and conditions stipulated by the Sponsor. The Prize will be delivered to the winner at an address

specified by the Entrant following confirmation by Sponsor. Sponsor is not responsible or liable for, and will not replace, lost or stolen Prizes.

#### **5. WINNER SELECTION, NOTIFICATION AND CONFIRMATION PROCESS:**

The odds of winning depend on the number of eligible Entries received during each Entry Period. Following the Entry Period, on November 27, 2020 there will be a selection made (the “**Draw**”) from all eligible Entries received during that Entry Period (see paragraph 3 above), to select five (5) Entrants eligible to win the Prizes. The Entrants eligible to win will be contacted by the Sponsor via direct message or email (as applicable), whereby the selected Entrants will be required to successfully answer a mathematical skill-testing question in order to be eligible to be declared a winner. Following the Draw, the Sponsor or its designated representative will make a minimum of two (2) attempts to contact the selected Entrants (using the information provided by direct message) within five (5) business days of the Draw. If the selected Entrant cannot be contacted within five (5) business days of the Draw, or if there is a return of any notification as undeliverable, including if any notification is returned as undeliverable or yields an error or undeliverable type “bounce back” response (regardless if the message is ultimately delivered to the recipient) or if any Prize is returned as undeliverable; then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received during the Entry Period (in which case the foregoing provisions of this section shall apply to such new selected Entrant). Before being declared A CONFIRMED PRIZE winner, the selected Entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return to Sponsor a declaration in which they: (i) confirm compliance with these Rules; (ii) acknowledge acceptance of the Prize as awarded; (iii) release the Sponsor, its agents, representatives, administrators and each of their respective officers, directors, 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 and use/misuse of the Prize or any portion thereof. If the selected Entrant: (a) fails to correctly answer the skill-testing question; (b) fails to respond to the notification of being selected as a potential winner within the specified time; (c) fails to return the signed declaration; and/or (c) cannot accept the Prize as awarded for any reason; then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received during the Entry Period (in which case the foregoing provisions of this section shall apply to such new selected Entrant).

**6. INTELLECTUAL PROPERTY:** All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including,

without limitation, all trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

**7. DISCREPANCY:** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry, website, social media pages and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control.

## **8. GENERAL CONDITIONS:**

**a.** The Releasees will not be liable for: (i) any failure of any website or social media pages during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an Entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

**b.** The Releasees assume no responsibility for lost, delayed, incomplete or misdirected Entries. No correspondence will be entered into except with the selected Entrant who will be notified by direct message and informed of all necessary arrangements. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or Entrants.

**c.** In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the username submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned the selected username by Facebook or Instagram. An Entrant may be required to provide 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 username associated with the Entry in question and that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

**d.** The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, at any time, including but not limited to, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) 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. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

**e.** Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole discretion, to disqualify any Entrant's Entry in the Contest or entitlement to a Prize, if the Sponsor, in its sole discretion, determines or suspects that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception, use of multiple mice or other fraudulent, deceptive or unfair playing practices (including, without limitation, any Entries generated by script, macro, robotic, programmed, or any other automated means). Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will automatically be disqualified.

**f.** By entering this Contest, each Entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy located at unless the Entrant otherwise agrees.

**g.** The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Entry with these 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, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

**h.** Should an Entrant wish to not be entered into the Contest following completion of the Entry, they should send an email to [josh@seatonmarketinggroup.com](mailto:josh@seatonmarketinggroup.com) to request that their Entry be rendered null and void.

**i.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Entrant and Sponsor in

connection with the Contest, shall be governed by, and construed in accordance with, the laws of Ontario without giving effect to any choice of law or conflict of law rules (whether in Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the province of Ontario and each Entrant expressly consents to the jurisdiction of said courts and waive any objection thereto. Entrants hereby acknowledge that Releasees have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize.