

OFFICIAL STELLA ARTOIS STATE & MAIN “ETW NYC EXPERIENCE” CONTEST RULES

IMPORTANT: PLEASE READ THESE OFFICIAL RULES AND REGULATIONS (“**OFFICIAL RULES**”) BEFORE ENTERING THE STELLA ARTOIS ETW NYC EXPERIENCE CONTEST RULES (THE “**CONTEST**”). BY ENTERING THE CONTEST, AN ENTRANT REPRESENTS THAT THEY SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS BELOW AND AGREE TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES AND ALL DECISIONS OF LABATT BREWING COMPANY LIMITED (THE “**CONTEST SPONSOR**”). THE CONTEST WILL BE ADMINISTERED BY STATE & MAIN, A DIVISION OF RECIPE UNLIMITED CORPORATION (THE “**CONTEST ADMINISTRATOR**”)

NO PURCHASE NECESSARY TO PARTICIPATE. MUST BE 21 YEARS OF AGE OR OLDER, A RESIDENT OF ALBERTA, SASKATCHEWAN, MANITOBA OR ONTARIO AND HOLD A VALID PASSPORT FOR TRAVEL TO THE UNITED STATES.

ELIGIBILITY: To be eligible to participate, you must: (i) be 21 years of age or older; (ii) be a legal resident of Alberta, Saskatchewan, Manitoba or Ontario; (iii) hold a valid passport for travel to the United States; and (iv) not be a member of the immediate families of an employee, franchisee, contractor, agent or representative of the Contest Sponsor or Contest Administrator, or any of its respective parent companies, subsidiaries, affiliates, agencies, distribution companies, the applicable liquor authorities, participating liquor licensees, prize suppliers, or any of their respective shareholders, trustees, directors, officers, employees or agents, or any person who is domiciled with any of the foregoing persons, as well as Head Office employees of the Contest Administrator’s restaurant brands and their respective advertising and promotion agencies, suppliers and the independent judging organization (collectively, the “Contest Parties”). For the purpose of the Contest “immediate family” is defined as parent, spouse, sibling, child or any person residing in the same household or domiciled with any such employees or representatives.

The Provincial Liquor Authorities are not connected with this contest in any manner whatsoever and are not liable in any way whatsoever in regard to any matter which relates to this contest.

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 Contest Sponsor and Contest Administrator and not to Facebook® or Instagram®. 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 Contest Sponsor and not Facebook® or Instagram®. You may use one (1) Facebook® account or one (1) Instagram® account (each an “Account”) and/or one (1) e-mail account (the “E-mail Address”) to participate in this Contest.

If the identity of an entrant is disputed, the authorized account holder of the e-mail address, Instagram or Facebook account used at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address by an online service provider, Internet access provider or other organization responsible for assigning the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. An entrant may be required

to provide the Contest Sponsor with proof that they are the authorized account holder of the e-mail address associated with the winning entry.

AGREEMENT TO BE LEGALLY BOUND BY RULES: By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Official Rules**”). You also agree to the use of your picture or story in select State & Main marketing materials regarding this Contest.

CONTEST PERIOD: The Contest begins at approximately 9:00 a.m. on July 23, 2024, and ends at 11:59 p.m. on August 31, 2024 (the “Contest Close Date”). The start time and end time of the Contest Period will be read to be in the time zone that is relevant to each participating location.

HOW TO ENTER & HOW TO WIN: To participate in the Contest, entrants must have Internet access and a valid email address. During the Contest Period, there are three (3) ways to enter the contest, as follows: (i) Participants can scan a quick response (QR) code on Contest Sponsor marketing materials at participating State & Main locations, complete the contest entry form (the “Entry Form”) in its entirety, and click submit; (ii) Participants can submit an entry by visiting <https://www.stateandmain.ca/en/contest/nyc-trip.html>, complete the contest entry form in its entirety and click submit; or (iii) Participants can enter via social media. To enter, locate a contest post (each, a “Contest Post”) that has been posted on the State & Main Facebook® or Instagram®. After locating the Contest Post, enter by following @stateandmain on Instagram® or Facebook®, liking the Contest Post, and tagging friends in the comments (each tag counts as an entry, must be following @stateandmain). No photo is required to enter. You must set your Instagram® or Facebook® account privacy settings to “Off” from the time of entry until the end of the Contest Period to allow Contest Administrator to contact you in the event you are selected as a potential winner.

Individuals who submit a valid Social Media Entry or E-mail Entry (collectively the “Entries” and each an “Entry”) are referred to as “Entrants”.

You may use one (1) Facebook® account and/or one (1) Instagram® account (each an “Account”) and/or one (1) e-mail account (the “E-mail Address”) to participate in this Contest.

Entries received after the Contest Close Date are void. Contest Sponsor reserves the right to disqualify an entry for any reason whatsoever at its sole discretion. All decisions of the Contest Sponsor shall be final and shall not be subject to appeal. No other form of submitting an entry is valid other than as stated above. Multiple participants may not share the same email address. Participants may not enter with multiple email addresses, nor may participants use any other device to enter under multiple identities. Any participant who attempts to enter with multiple email addresses or accounts under multiple identities will be disqualified and forfeits any prize won, in the Contest Sponsor’s sole discretion. No responsibility is assumed by the Contest Sponsor for any inability of a potential entrant to successfully enter the contest for any reason. The Contest Sponsor is not responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible or incomplete entries. Proof of transmission (e.g. screenshots) does not constitute proof of receipt.

PRIZE: There is one (1) prize available to be won, consisting of one (1) trip for Contest winner and one (1) guest to New York City, New York, USA (the “Prize”). The Prize includes: return economy

class airfare between Canadian airport closest to winner's home address and New York, three (3) nights standard hotel accommodation (based on double occupancy at hotel selected by Contest Sponsor) at a hotel in New York, select ground transfers between hotel and airport in New York, two (2) passes to the Stella Artois dinner event with the "World's Most Fascinating People" September 19, 2024 (subject to change at Contest Sponsor discretion), private ground transfer to and from hotel and the Stella Artois dinner event on September 19, \$500 CAD spending money allowance (payable to winner only in the form of pre-paid credit card or Interac e-transfer, as determined by Contest Sponsor) and any taxes on included services. Travel dates are September 18-21, 2024 (subject to change at Contest Sponsor discretion) and Contest winners and guests must be available to travel at any time on those dates. **Alcohol is not a part of the Prize.** The approximate retail value of the Prize is \$15,000 CAD and is not transferable or redeemable for cash. Contest winner and guest are responsible for all expenses not listed including but not limited to, travel documentation (such as valid Passport), additional transportation (such as from winner's home to Canadian airport of departure), luggage fees, travel and medical insurance, food and beverage outside of prize inclusions, communications (mobile), any applicable vaccines and or pre-travel tests that may be required at time of travel by municipal, provincial, state or federal laws, and all personal expenses. Contest winner must carry a valid credit card for check-in and for incidentals and security deposits as required by hotel at time of travel. Prize is not transferable nor redeemable in whole or part for cash. The Contest Sponsor is not liable if travel is impeded or refused by reason of decisions of any governmental authorities (federal or provincial) or regional health authorities. Regional travel restrictions may apply. Please consult local, provincial and federal guidelines for travel restrictions related to COVID-19 prior to booking or participating in travel experiences. The Contest Sponsor is not liable if any event associated with the Prize is cancelled for any reason.

ODDS: The odds of winning a Prize depend on the number of eligible entries received prior to the Contest Close Date.

AWARDING OF PRIZES: The Contest will consist of one (1) draw during which the Contest Sponsor will randomly select one (1) entry from all eligible entries received during the Contest Period on September 3, 2024, at 5:00 p.m. ET (the "**Draw Date**") in Toronto, Ontario. The selected entrant will be notified by the Contest Sponsor via email address or by telephone (provided within the Web Submission Form at time of entry) within three (3) days of the draw (the "**Notification**"). If the entrant has not responded to the Notification within three (3) days of receipt of such Notification, another entrant may, at the Contest Sponsor's sole discretion, be selected by random draw in which case that entrant will become the selected entrant and the previously selected entrant then will be disqualified and have no right to a Prize.

Before being declared a winner, the selected entrant must correctly answer, unaided, a timed mathematical skill-testing question administered by the Contest Sponsor. Before a Prize is awarded, the Prize winner and Prize winner's guest will be required to sign a standard declaration of compliance with the Official Rules and release forms releasing the prize supplier, Contest Sponsor and Contest Administrator and its respective affiliates, parent companies, subsidiaries, professional advisors, provincial liquor authorities and advertising and promotional agencies, and each of their directors, officers, employees, representatives and agents (collectively, the "**Released Parties**") from any and all liability arising out of, pursuant to, or as a result of the carrying out of the

Contest, including, without limitation, liability arising from the acceptance of and usage of a prize as awarded, the administration of the Contest and the selection of a potential winner.

If a potential Prize winner does not respond to the Notification within the time stipulated, is found to be ineligible for any reason, declines to accept a Prize, or incorrectly answers the required mathematical skill-testing question, or runs out of time to correctly answer the required mathematical skill-testing question, the potential winner will be disqualified and will forfeit a Prize. The Contest Sponsor may then, at their sole and absolute discretion, select another eligible entrant who will be subject to disqualification in the same manner. The Contest Sponsor will not be responsible for failed attempts to notify any potential winner.

Prize must be accepted as awarded. Prize is non-transferable and non-redeemable for cash. No substitutions, except by the Contest Sponsor, who reserve the right to substitute a Prize or any portion of a Prize with a prize of equal or greater value. All decisions of the Contest Sponsor shall be final and shall not be subject to appeal. Prize may be forfeited if delivery cannot be effected following reasonable efforts by Contest Sponsor.

No communication will be entered into by the Contest Sponsor with entrants except with selected entrants. The Contest Sponsor is not responsible for the failure, for any reason whatsoever, of a selected entrant to receive notification or for the Contest Sponsor to receive a selected entrant's response.

RELEASE: By entering the Contest and/or accepting a prize, the Entrant, and/or winner agree to release and hold harmless the Contest Sponsor, Contest Administrator, its parent companies, subsidiaries, affiliates, directors, officers, employees, franchisees and agencies, as well as Facebook and Instagram and its directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, and assignees (the "Releasees") from any liability whatsoever and waive any and all causes of action, for any claims, costs, injuries, losses or damages of any kind arising out of, or in connection with, the Contest or acceptance, possession, or use of a prize (including without limitation claims, costs, injuries, losses or damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, and indemnify the Releasees against any loss, damage or expense, including legal fees, that any of the Releasees may suffer or incur as a result of any non-compliance by Entrants with any of the Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an Entrant of a prize, and the use of Entries by the Sponsor. The Contest Parties and their officers, directors, affiliates, related entities, partners, partnerships, principals, representatives, agents, licensees, successors and assigns: (i) make no warranty, guaranty or representation of any kind concerning any prize; and (ii) disclaim any implied warranty.

LIMITATION OF LIABILITY: The Released Parties shall not be liable for any damages caused or alleged to be caused by or resulting from: (i) any entry, Prize or other correspondence or data that is lost, stolen, late, garbled, distorted, delayed, damaged or misdirected for any reason; (ii) any failure, interruption, technical malfunction or delay; (iii) any e-mail, text or SMS message or other communication sent or received to or from the Contest Sponsor or any of its agents or designees, for any reason; for any incorrect, untimely or inaccurate information, whether caused by a website, users or by equipment or programming errors associated with or utilized in the Contest; (iv) any technical or human error which may occur in the processing of any entry or entries in the Contest; (v) for problems with the function of any website or website feature, howsoever caused; (vi) the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data, software, online systems, servers or access providers; (vii) any functionality lost due to not having cookies enabled; (viii) for traffic congestion on the Internet; (ix) the security or privacy of information transmitted via computer networks; (x) breaches of privacy due to interference by third party computer "hackers" or for any damage caused to or incurred by any entrant or any other person by reason of any such event or occurrence; or (xi) technical, hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete, garbled or delayed computer transmissions including lost, misappropriated or corrupted entries, virus, worm or Trojan Horse damage or any other damage which may limit a participant's ability to participate in the Contest.

Should an Entrant wish to not be entered into the Contest following completion of the Entry, they should send an email to aslater@franworks.com to request that their Entry be rendered null and void.

ERRORS: The Contest Sponsor is not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to errors in advertising, the Official Rules, the selection and announcement of winners, or the distribution of a Prize.

RIGHT TO TERMINATE, MODIFY OR SUSPEND: The Contest Sponsor may at any time, at its sole discretion and without liability, terminate, modify or suspend the Contest in whole or in part, subject only to approvals required by law, if fraud, technical failures or communications or any other errors or other causes beyond the control of the Contest Sponsor corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules. Without restricting the generality of the foregoing, in the event of early termination of the Contest, a notice will be posted on the Contest Website to that effect. In addition, for the purposes of determining eligibility to win a Prize in the event of early termination of the Contest, all eligible entries received prior to the time of early termination will be considered as valid and for the purposes of these Official Rules, the Contest Period will be deemed to have ended at the moment of early termination. The Contest Sponsor reserves the right, at any time, in its sole discretion, to correct any errors, including without limitation, any typographical, printing, computer programming or Sponsor errors. No waiver on the part of the Contest Sponsor to enforce any term herein shall be deemed a continuing waiver or a waiver of any other term.

DISQUALIFICATIONS: The Contest Sponsor reserves the right at its sole discretion to disqualify any individual who is found (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Official Rules and Regulations; (iii) to have submitted an entry that is not compliant with these Rules; or (iv) to be acting in an un-sportsmanlike or disruptive manner, or

with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY ENTRY OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE CONTEST SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH ENTRANT OR INDIVIDUAL AND SEEK DAMAGES OR ANY OTHER REMEDY FROM ANY SUCH ENTRANT OR INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

PRIVACY STATEMENT: The Contest Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Contest Sponsor to conduct the Contest and fulfill any Prize requirements and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Contest Sponsor and Content Administrator. For more information regarding the manner of collection, use and disclosure of personal information by the Contest Sponsor, please refer to the Contest Sponsor's privacy policy, available at <https://www.shopbeergear.ca/pages/privacy-policy>.

GOVERNING LAW: Subject to applicable law and these Official Rules, this Contest and the Official Rules shall be governed by Ontario law and all entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the jurisdiction of the courts of Ontario. The venue of any dispute or litigation shall be Toronto, Ontario. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

SUBJECT TO APPLICABLE LAWS: The Contest is subject to these complete Official Rules and all applicable federal, provincial and local laws and regulations. By participating in the Contest, you acknowledge that you have read the Official Rules and agree to abide by their terms and by the decisions of the Contest Sponsor, which are final and binding on all matters pertaining to the Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor. All federal, provincial and local laws and regulations apply. **THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.**

LANGUAGE DISCREPANCY: In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.