

JOSE CUERVO COOP MEXICO TRIP GIVE AWAY

OFFICIAL CONTEST RULES

1. CONTEST PERIOD:

The **JOSE CUERVO COOP MEXICO TRIP GIVE AWAY** (the “**Contest**”) opens on MAY 1ST, 2022 at 12:00:01 a.m. Eastern Daylight Time (“**EDT**”) and ends on JUNE 20TH, 2022 at 11:59:59 p.m. EDT (the “**Contest Period**”).

2. ELIGIBILITY:

The Contest is only open only to residents of ALBERTA who are 18 years of age or older at the time of entry. Notwithstanding the foregoing, the following individuals are not eligible for the Contest (and are not permitted to enter the Contest):

- (i) Employees, contractors, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Proximo Spirits Canada, Inc. (the “**Sponsor**”), its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration, drawing or fulfillment of the Contest (collectively, the “**Contest Parties**”); and
- (ii) Employees and contractors of (a) the provincial liquor agencies, boards, commissions, and branches; (b) and liquor licensees, and members the immediate families of, and individuals domiciled with, any such employee or contractor.

3. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter the Contest, BALLOT AND BALLOT BOX (each an “**Entry**”). To be eligible, your Entry must be submitted and received by the Sponsor in accordance with these Rules during the Contest Period (as determined by the Sponsor in its sole and absolute discretion on the basis of its official records).

4. LIMITS:

[Limit of one (1) Entry per person during the Contest Period.]¹ If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Rules; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then such person (and/or the applicable Entry) may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). Your Entry may be rejected if, in the sole and absolute discretion of the Sponsor, it is not submitted and received in accordance with these Rules during the Contest Period (as determined by the Sponsor in its sole and absolute discretion on the basis of its official records).

5. VERIFICATION:

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Sponsor’s official clock.

¹ Confirm if there is a limit on the number of entries per person.

6. PRIZE:

\$2,500 CAD VOUCHER TO FLIGHT CENTER (the “Prize”). The approximate retail value of the Prize is \$2500.00. The following terms and conditions apply to the Prize: (i) the Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor’s option; (iii) Prize fulfillment must occur on or before JANUARY 31ST 2022 (otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); however, certain blackout periods apply (including without limitation national and provincial holidays and any holidays permitted by the Services provider); (iv) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the applicable confirmed Prize winner, including without limitation [●]; (v) if the confirmed Prize winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vi) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize; and (b) substitute the Prize for any reason with a prize of equal or greater value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award; and (vii) by accepting the Prize, the confirmed Prize winner agrees to waive all recourse against the Released Parties if the Prize does not prove satisfactory, either in whole or in part.

7. PRIZE WINNER SELECTION PROCESS:

On JUNE 21, 2022 (the “Draw Date”) in ALBERTA at approximately 3PM, the Sponsor will perform one (1) random draw (the “Prize Draw”) from among all eligible Entries received during the Contest Period. The first selected entrant in the course of the Prize Draw will be deemed the potential Prize winner.² The odds of winning the Prize will depend on the total number of eligible Entries received during the Contest Period.

8. PRIZE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the potential Prize winner (using the information provided on his/her Entry) within three (3) business days of the Draw Date. If the potential Prize winner cannot be contacted within three (3) business days of the Draw Date, or if there is a return of any notification as undeliverable, then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries received during the Contest Period (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

9. WINNER CONFIRMATION PROCESS:

BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or in the Sponsor’s form of declaration and release). Without limiting the generality of anything contained in these Rules, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law; and (b) sign and return within ten (10) business days of notification the Sponsor’s declaration and release form³, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties, the provincial liquor agencies and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Released Parties”) from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and redemption of the Prize or any portion thereof, including, without limitation, all liability in connection with property damage or personal injury in any way connected to the Prize; (iv) agrees to the

² Revise to reflect the draw or other selection process. If the selection process is a draw, you must include the time, date and location of the draw.

³ If the prize winner can include others in the prize (e.g. a trip), consider having their companions sign a release as well.

publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. I

If the potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents referred to above within the specified time by the Sponsor; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion), 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 and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

10. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. 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. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. **ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.**

The Released Parties will not be liable for: (i) any Contest website disruption or error during the Contest Period; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the tablet devices, telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website (including without limitation the Contest website); (iv) any injury to an entrant resulting from participating in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the email address submitted on the corresponding Entry Form. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. 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 email address on the Entry Form in question.⁴

The Sponsor reserves the right, at its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, without prior notice or obligation for any reason, including: (i) in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. 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; (ii) in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever; and (iii) adjusting any of the dates, timeframes and/or other Contest mechanics 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.

⁴ Confirm that this paragraph is applicable based on the form of entry.

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 (available at: <http://www.proximospirits.ca/terms/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Contest, these Rules and any other matters relating to the Contest shall be governed and construed in accordance with the laws of the province of ALBERTA, CANADA and the laws of Canada applicable therein. Any dispute will be subject to the exclusive jurisdiction of the courts of the province of ALBERTA.

If any term within these Rules is deemed to be illegal, invalid or otherwise unenforceable by a court of law for any reason, the affected term shall be deleted from these Rules and the remaining terms shall continue in full force and effect.

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 form and/or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.