2016 B.C. MIKE'S HARD LEMONADE® TEXT TO WIN A VIP CANUCKS SUITE CONTEST RULES AND REGULATIONS

IMPORTANT: PLEASE READ THESE OFFICIAL RULES AND REGULATIONS ("OFFICIAL RULES") BEFORE ENTERING THE 2016 B.C. MIKE'S HARD LEMONADE® TEXT TO WIN A VIP CANUCKS SUITE CONTEST (THE "CONTEST"). BY ENTERING THE CONTEST, AN ENTRANT REPRESENTS THAT HE OR SHE SATISFIES ALL OF THE ELIGIBILITY REQUIREMENTS BELOW AND AGREES TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES AND ALL DECISIONS OF RTD CANADA INC. dba MIKE'S BEVERAGE COMPANY (THE "CONTEST SPONSOR").

NO PURCHASE NECESSARY. MUST BE LEGAL DRINKING AGE AND A RESIDENT OF BRITISH COLUMBIA TO PARTICIPATE.

1. HOW TO PLAY: To enter the Contest via text message/SMS, you must have a mobile telephone that has a two-way messaging capable handset and digital service feature. To play, starting on approximately October 30, 2016, generate a new text or SMS message with your mobile phone and then send the Entry Code MIKESROOTBEER to 747474 (the "Short Code"). Upon doing so, you will receive a message asking you to confirm participation and certain details regarding the Contest. To confirm your participation and receive an entry (an"Entry"), reply with the message "yes" to the short code 747474. Not all phones offer text messaging or SMS. Consult your phone's instruction manual to determine how to send an SMS or text message with your phone. Text messaging/SMS is not available in all areas. Standard text messaging/SMS service charges apply. Check you carrier plan for your standard text messaging/SMS fees. Entries must be received by 11:59 pm PST on December 3, 2016 (the "Contest Close Date"). Entries received after the Contest Close Date are ineligible.

Alternate method of entry: To enter by mail, print your complete name, address, city, province, postal code, age, mobile telephone number and the statement "I am legal drinking age and a resident of British Columbia" along with your signature and mail to **2016 B.C. MIKE'S HARD LEMONADE® TEXT TO WIN A VIP CANUCKS SUITE CONTEST,** c/o Mike's Beverage Company 402-1148 Homer St., Vancouver, BC V6B 2X6. All mail in Entries will be combined with all SMS Entries for the Prize draw. The Contest Sponsor is not responsible for any mail in Entries that are lost, misdirected, illegible, late, incomplete or mutilated. All mail in Entries must be post marked no later than the Contest Close Date and received no later than December 7, 2016. Mail in Entries post-marked later than the Contest Close Date and/or received later than December 7, 2016 are void.

- **2. CONTEST PERIOD:** The Contest will run from approximately October 30, 2016, until 11:59 pm PST on December 3, 2016 (the "**Contest Close Date**"). Limit one (1) Entry per person per day during the Contest Period up to a maximum of three (3) Entries, regardless of method of entry. You may only use one (1) mobile telephone number to enter the Contest via text messaging/SMS.
- **3. ELIGIBILITY:** The Contest is open to residents of British Columbia only, who are 19 years of age or older, who are not employees, contractors, agents or representatives of the Contest Sponsor or its parent companies, subsidiaries, affiliates, agencies, distribution companies, the applicable provincial liquor agencies, participating liquor licensees, prize

suppliers, the contest judge, any person who is domiciled with any of the foregoing persons (as defined below).

In the event of a dispute as to the identity of the entrant who submitted a selected entry with a mobile phone, the selected entry will be deemed to be made by the Authorized Account Holder (defined below) of the mobile phone number at the time of entry. The "Authorized Account Holder" is the natural person who is assigned a mobile telephone number by a wireless provider, telecommunications carrier or other organization responsible for assigning the submitted mobile telephone number associated with the selected entry.

- **4. PRIZE:** There is one (1) Grand Prize package available to be won, consisting of one Canuck Suite Night and 12 Vancouver Canucks jerseys (the "**Prize**"). The approximate retail value ("**ARV**") of the Prize is \$6,500.00 (CAD). Prizes must be accepted as awarded without substitution and are not transferable. The Contest Sponsor reserves the right in the event that a Prize or any component of a Prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. Limit of one (1) Prize per person throughout the Contest Period. The odds of winning a Prize depend on the number of eligible Entries received from among all participating locations during the Contest Period.
- **5. WINNER SELECTION:** The Contest Sponsor will randomly select one (1) Entry in a drawing amongst all eligible Entries received at approximately 10:00 am PST on December 9, 2016 (the "**Draw Date**"). The Contest Sponsor will attempt to notify the selected entrant by telephone (and/or text/SMS message) within two (2) days of the Draw Date. If a selected entrant is not reached within three (3) attempts, which could take place on the same day, then the selected entrant forfeits the prize and another entrant may, at the sole discretion of the Contest Sponsor, be selected. To be declared a winner, selected entrant must correctly answer a mathematical skill-testing question without assistance, be in compliance with the Official Rules and sign and return within a designated time period a standard for release (as described below).
- **6. OWNERSHIP OF ENTRIES:** All entries and materials submitted to the Contest Sponsor in connection with the Contest (collectively, "**Entry Materials**"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of the Contest Sponsor upon submission, and Entry Materials will not be returned to any entrant.
- **7. USE OF WINNER'S NAME, LIKENESS, ETC.:** By entering the Contest all entrants hereby grant to the Contest Sponsor the unlimited right (but not the obligation) to publish and use, without payment or other compensation and without notice, consent or approval, his/her name, photograph and likeness, address (city/town, state, province or territory), voice, and the whole or part of any statement or statements he/she has made or makes about the Contest or a prize in any publicity, program or advertising, without geographic limit and in

perpetuity, in any medium now known or hereafter devised (including, without limitation, the Internet), and hereby consents unconditionally to any such publication or use without further notice, consent, approval or compensation

- 8. RELEASE: The winner and his/her guests will be required to sign and return a declaration of eligibility, liability release and publicity consent within one (1) business day following the potential winner's prize notification. Before the prize is awarded, the winner and his/her guests must sign a standard declaration of compliance with the Official Rules and release form(s) releasing the Contest Sponsor, it's parent companies, subsidiaries, affiliates, professional advisors, the provincial liquor agencies, license/control boards and their liquor licensees, retailers, or distributors (the "Government Liquor Agencies"), and their respective advertising and promotional agencies (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 the prizes as awarded, the administration of the Contest and the selection of a potential winner. The Government Liquor Agencies are not connected with this contest in any manner whatsoever and are not liable in any way whatsoever in regard to any matter that relates to this contest. By entering the Contest and/or accepting a prize, the entrant agrees to release and hold harmless the Released Parties 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 any 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. In addition, the winner and guests must provide photo identification establishing that they are legal drinking age. Failure to comply with these provisions may result in disqualification.
- **9. 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; (iv) 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; (v) any technical or human error which may occur in the processing of any entry or entries in the Contest; (vi) problems with the function of any website or website feature, howsoever caused; (vii) the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data, software, online systems, servers or access providers; (viii) any functionality lost due to not having cookies enabled; (ix) for traffic congestion on the Internet; (x) the security or privacy of information transmitted via computer networks; (xi) 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 (xii) 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.

- **10. ERRORS:** The Contest Sponsor is not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, the Official Rules, the selection and announcement of winners, or the distribution of any prize. The Contest Sponsor reserves the right to terminate this Contest or change these Official Rules at any time, at its sole discretion without prior notice.
- 11. 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; or (iii) 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 SPONSORS RESERVE 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.
- **12. 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. All federal, provincial and local laws and regulations apply. VOID WHERE PROHIBITED BY LAW.

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