

**Jack Astor's Bar and Grill® ("Jack Astor's"®) and Murphy's Irish Stout and Jameson Irish Whiskey present the 'Irish I Had a Drinking Buddy' Promotion (the "Contest")**

**OFFICIAL CONTEST RULES**

- 1. ELIGIBILITY:** To be eligible to enter and win, you must: (i) be of legal drinking age in your resident province or older; and (ii) be a resident of Canada; and (iii) correctly answer a mathematical skill- testing question without assistance to be administered by the Sponsor. You are not eligible to enter or win, if you are: a) an employee of either of the Sponsors or any of their respective affiliates and related companies, advertising or promotional agencies, contest judging organization, any participating restaurants or the Prize Supplier; b) an employee or contractor of a provincial liquor authority, a beer distribution company or a participating licensed establishment, or, any liquor licensee authorized by a provincial liquor authority; c) anyone who is involved in the development and/or administration of the Contest; 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.
- 2. HOW TO ENTER: NO PURCHASE NECESSARY.** The Contest will commence on Tuesday, February 21, 2023 at 10:00 a.m. (EDT) and end on Sunday, March 19, 2023 at 11:59 p.m. (EDT) (the "Contest Period"). To participate in this contest, attend any Jacks location in Canada and order a Murphy's Irish Stout pint and Jameson Hitchhiker (1oz shot) and receive a specially marked coaster while quantities last, or enter without purchase by asking any server for a specially marked coaster (the "Ballot"). To enter scan the QR code on the Ballot using a wireless mobile device with scanning capability and follow the on-screen instructions to complete the online entry form in full and submit the entry. All fields on the entry form must be completed unless they are otherwise indicated as optional. Limit: one (1) entry per person per day. Entries submitted in any other manner and format other than what is outlined above will not be accepted.

The Releasees (as defined below) will not be responsible for illegible, incomplete, lost, misdirected, technical failures or late Entries, all of which will be void. For greater certainty and the avoidance of any doubt, if it is discovered by the Sponsors that any person has attempted to: (i) obtain more than the maximum stated number of Entries as outlined in these Official Contest Rules; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address to enter the Contest; then he/she may be disqualified from the Contest and all of his/her Entries voided. Your Entry will be rejected if the entry form is not fully completed with all required information and submitted and received by the Entry Deadline (as defined below). Use (or attempted use) of 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 disrupt this Contest is prohibited and is grounds for disqualification by the Sponsors. All Entries are subject to verification at any time and for any reason.

- 3. PRIZES:** There are two (2) Prizes (each a "Prize", collectively the "Prizes") available to be won. The Prize consists of a trip to Ireland (the "Trip"). Approximate retail value of the Prize is \$5,000. Prize does not include alcohol.

For Prizing, winner will receive a travel voucher in the amount of \$5,000 and his/her respective guest shall be responsible for any costs or expenses associated with the Prize not outlined as included above, including but not limited to transportation to and from winner's home residence and the designated airport, any additional transportation, taxes, travel and/or medical insurance, airport improvement and security fees, drinks, meals, gratuities and all incidental and personal expenses. Winner will be required to use a credit card at hotel check in to cover any and all incidentals not specified as included in the Prize. Winner and his/her respective guest must travel together on the same itinerary departing from the same departure point on the dates and times required or the Prize will be forfeited. Winner and guest will be required to follow all directions of the Sponsors; failure to do so may result in termination of their participation, or continued participation, in the Prize and/or event. Winner is not entitled to any monetary difference between the actual and stated value, if any.

It will be the sole responsibility of the winner and his/her respective guest to obtain all required travel documents including a valid passport (or visa, if applicable) and any required vaccinations/restrictions for the

country of travel. Winner's guest must be 19 years of age or older and both winner and guest must not have any legal restrictions which would prevent them from traveling to Ireland or otherwise participate in the Prize. Sponsors will not be held responsible in the event that the winner and/or his/her guest are denied entry into Ireland or re-entry to Canada. In such an event, the winner and/or his/her guest will be solely responsible for all costs incurred, and the Prize will be forfeited. Sponsors do not condone and will not be held responsible for any illegal purchase or consumption of alcohol.

Prizes are not transferable or assignable and must be accepted as awarded with no substitutions in cash or otherwise, except at Sponsors' sole discretion. Sponsors reserve the right to substitute a Prize of equivalent monetary value if a Prize or any part of the Prize cannot be awarded as described for any reason. The Releasees (as defined below) will not be responsible, however, if weather conditions, Event(s) cancellations, labour disputes, any national emergency, war, civil commotion, acts of terrorism, acts of government or any agency thereof or other factors beyond Co-Sponsors' reasonable control prevent a Prize or any part of a Prize from being fulfilled. In any such event, a winner will not be provided with a substitute Prize or cash equivalent. If any activity relating to any Prize is cancelled or postponed for any reason, the balance of the Prize may be awarded in full satisfaction of the Prize award. Prizes will only be released to the verified winners. Return of any Prize/Prize notification as undeliverable may result in disqualification and selection of an alternate eligible winner.

4. **DRAWING:** two (2) random draws from the eligible Ballots will be conducted at 3:00 p.m. on Thursday, March 23, 2023 (EDT) (the "Prize Draw Date") at SIR Corp.'s head office located at 200-5360 South Service Road, Burlington, Ontario. The odds of winning a Prize will depend on the number of eligible Ballots received at each Participating Location during the Contest Period.
5. **SKILL-TESTING QUESTION REQUIREMENT:** The Sponsors or its designated agents will attempt to notify the selected winners by phone or email using the information provided on the Ballot at the time of entry. To be declared a winner of any Prize, a selected entrant must have correctly answered, the mathematical skill-testing question on the ballot and without assistance of any kind, whether mechanical or otherwise. **If a selected entrant: (i) cannot be contacted by telephone after two (2) attempts within two (2) business days of the first attempted notification; and/or, (ii) fails to correctly answer; and/or, incorrectly answers, the skill-testing question; and/or (iii) fails to execute and return to Sponsor the Declaration and Release of Liability forms for the selected entrant and his/her guest within the time period indicated on such forms; and/or (iv) cannot accept the applicable Prize as awarded for any reason whatsoever; then the applicable Prize will be forfeited and the Sponsors have the right but not the obligation and time permitting, to select an alternate eligible entrant.**
6. **RELEASES, ETC.:** Before being declared a winner of a Prize, a selected entrant will be required to sign a Declaration of Compliance and a Full and Final Release form, which (among other things): (i) confirms compliance with these Official Contest Rules; (ii) acknowledges acceptance of the applicable Prize as awarded; (iii) releases the Sponsors and Jack Astor's, and each of their respective advertising and promotional agencies, any contest judging organization, provincial liquor authorities, beer distribution companies, parent companies and affiliates of each of the foregoing and all of their respective directors, officers, owners, partners, employees, 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, use and/or misuse of the Prize or any portion thereof; and (iv) agrees to the 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 whatsoever, including print, broadcast or the internet. The Releasees do not make, nor in any manner are responsible or liable for: (i) any warranty, guarantee or representation, expressed or implied, in fact or in law relative to any Prize, including but not limited to its quality, merchantability, fitness for purpose or mechanical condition; and (ii) are not liable for injury, loss or damage of any kind resulting from the acceptance, use and/or misuse of any Prize, travel related thereto (as applicable), or otherwise from participation in this Contest. Declaration and Release documents must be returned within the time period indicated in the documents or the

applicable Prize will be forfeited. Winner's guest must also sign and return a Declaration and Release of Liability form prior to travel and/or participating in the Prize. The name of your guest cannot be changed once the Declaration and Release of Liability form has been received by the Sponsors or its agent.

7. **LIMITATIONS OF LIABILITY:** Without limiting the limitations of liability set forth elsewhere in these Official Contest Rules and/or the Declaration of Compliance and Full and Final Release, and for greater certainty, the Releasees will not be liable for: a) any incomplete or inaccurate information, whether caused by Contest Website users 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 capturing and/or processing of Entries; b) the theft, loss, destruction or unauthorized access to, or alteration of, Entries or the Contest Website; c) any problems with, or technical malfunctions of, telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; d) any failure of any e-mail to be received by or from Sponsor and/or Entry to be captured or recorded for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof; e) damage to a participant's or other person's system occasioned by participation or downloading of materials in this Contest; f) any typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, these Official Contest Rules, the selection and/or announcement of eligible winner(s), and/or the distribution of any Prize(s); and/or g) any combination of the above.
8. **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, including, but not limited to, for the purpose of receiving one or more messages, whether electronic or not, from either of the Sponsors or its designated representative, which may provide entrants with information regarding the Contest or otherwise further the administration of the Contest. The entrant will be deemed to have solicited these messages from the Sponsors by virtue of entering the Contest. By accepting a Prize, the winners consent to the collection, use and disclosure to the public of their names, addresses (city, province/territory), voices, statements and photographs or other likenesses for publicity purposes in connection with the Contest in any media or formats, including but not limited to the Internet, without further notice, permission or compensation. Personal information will not otherwise be used or disclosed without consent. 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.
9. **INTELLECTUAL PROPERTY:** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the relevant Sponsors and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
10. **RIGHT TO TERMINATE, SUSPEND OR AMEND:** Sponsors reserve the right to terminate, suspend or amend 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.
12. **MISCELLANEOUS:** All decisions of the Sponsors, or any contest judging organization as designated by it, are final and binding without right of appeal in all matters relating to this Contest. The Releasees will not be responsible for illegible, incomplete, lost, postage-due, misdirected, affected by technical failures, errors or late Entries which will be void. Any use of automated devices is prohibited. All Entries become the property of Sponsors and will not be acknowledged or returned. No correspondence will be entered into except with selected entrants (or any other entrant(s) as deemed necessary by the Sponsors). Contest is subject to all applicable federal, provincial and municipal laws. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the email account submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to the email account by an Internet access provider, online service provider or other organization that is responsible for assigning accounts. An entrant may be required to provide Sponsors with proof (in a form acceptable to the Sponsors– including,

without limitation, government issued photo identification) that he/she is the authorized account holder of the account associated with the entry in question.

Sponsor reserves the right at its sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by either Co-Sponsor, any individual that it finds or believes to be not in compliance with these Official Contest Rules; to be tampering with the entry process or the operation of the Contest or Contest Website; 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 TO 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.

Subject only to applicable law and any required regulatory approval, the Sponsors reserve the right and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Official Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsors affects the proper administration of the Contest as contemplated in these Official Contest Rules, or for any other reason.

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 Declaration of Compliance and Full and Final Release forms and/or point of sale, television, print or online advertising, including without limitation the mini version of these Official Contest Rules that appear in relation to any Contest 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.

13. **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/Sweepstake, shall be governed by and construed in accordance with the laws of the Province of Ontario.
14. **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.
15. **QUEBEC RESIDENTS:** Any litigation respecting the conduct or organization of a publicity Contest/Sweepstake 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.