

## THE GLENLIVET WILD CARD CONTEST RULES AND REGULATIONS

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

#### 1. CONTEST PERIOD:

The Glenlivet Wild Card Contest (the “**Contest**”) begins on **April 1, 2019**, at **9:00** a.m. Eastern Time (“**ET**”) and ends on **August 18, 2019**, at **11:59** p.m. ET (the “**Contest Period**”).

#### 2. ELIGIBILITY:

The sponsor of this contest is Corby Spirit and Wine Limited (the “**Sponsor**”). To enter and be eligible to win, a person must be a legal resident of Canada and a member of the Glenlivet Guardians as at the Draw Date. A person must be of legal drinking age in their province of residence at the time of entry, and must not be an employee of, or member of the immediate family of an employee, or domiciled with an employee of: the Sponsor, provincial liquor boards, provincial liquor agencies, retailers and their employees (the “**Liquor Boards**”), liquor licensees, the promotion agency (the “independent contest organization”), prize suppliers, or their respective agents or associated companies (collectively, the “**Contest Parties**”). Void where prohibited by law.

#### 3. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, (i) provide your full name, complete mailing address (including postal code), valid email address and telephone number on the official entry form specific to the chosen Local Qualifier at <https://rbcpgascramble.com/local-qualifiers/> (the “**Entry Form**”); and (ii) signify your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”). Once you have fully completed the Entry Form with all required information, follow the on-screen instructions to complete your entry (the “**Entry**”). To be eligible, your Entry must be submitted and received during the Contest Period. All eligible Entries submitted and received during the Contest Period will be entered into the random prize draw.

There is a limit of one (1) Entry per team of four permitted during the Contest Period. Each entrant is only eligible with one team consisting of his or herself and three (3) guests. For greater certainty and the avoidance of any doubt, you can only use one (1) email address to enter the Contest. 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) obtain more than one (1) Entry per person/email address during the Contest Period; and/or (ii) use (or attempt to 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 disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received during the Contest Period. The Released Parties (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 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 an Entry 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 satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

#### 4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

There is one (1) grand prize consisting of a trip for the winner and three (3) guests to the RBC PGA Scramble presented by The Lincoln Motor Company National Final at Cabot Links, Inverness, Nova Scotia, specifically consisting of:

- round trip economy airfare for four (4) from a major Canadian airport closest to the grand prize winner's place of residence in Canada (the "**Departure Point**") to Halifax Stanfield International Airport (the "**Arrival Point**")
- round trip ground transportation from the Arrival Point to Cabot Links Golf Resort;
- four (4) nights' accommodation (based on one room, quad occupancy) at Cabot Links Golf Resort;
- breakfast for four (4) each morning in the Panorama Restaurant;
- lunch for four (4) each day of the competition on course;
- three (3) rounds of golf for four (4); and
- two (2) dinner receptions for four (4).

The winner and his/her guests will arrive at the Halifax Stanfield International Airport on October 5, 2019 and depart from the same airport on October 9, 2019. The winner and his/her guests are solely responsible for all costs not expressly described herein including, without limitation, applicable taxes, fuel/currency surcharges, meals, beverages, room service, gratuities, merchandise, long distance telephone calls, insurance together with any required travel documentation, and all personal expenses of any kind or nature, together with any applicable overnight layover. Flight dates and hotel accommodation are subject to change without notice or compensation. The winner and his/her guests are also solely responsible for all costs incurred to and from the Departure Point as the Grand Prize originates and terminates there. It is the sole responsibility of the winner and his/her guests to obtain all necessary travel documentation including passports and visas. The winner and his/her guests must be able to travel at the times and dates determined by the Sponsor in its sole discretion failing which, the grand prize will be forfeited. Approximate retail value of the Grand Prize is Twelve Thousand Dollars (\$12,000.00) based on a Toronto Departure Point.

No change in travel arrangements can be made by the winner once the booking has been confirmed. The Prize may not be used towards any type of frequent flyer mileage, or other reward point accumulation program.

#### 5. RANDOM PRIZE DRAW AND WINNER SELECTION:

On **August 19, 2019**, (the "**Draw Date**") in **Toronto, Ontario** at approximately **1:00 p.m. ET**, **one (1)** eligible winner will be selected by random draw from among all eligible Entries submitted and received during the Contest Period in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received during the Contest Period in accordance with these Rules.

The Sponsor or its designated representative will make a minimum of **three (3)** attempts to contact the selected winner (using the information provided on the Entry Form) within **three (3)** business days of the Draw Date. If the selected 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 the winner 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 winner from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) together with each of his/her guests, sign and return within **five (5)** business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of their names, 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. If the winner (or any guest, as applicable): (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (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 they 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 (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

## **6. CONSENT TO SEND COMMERCIAL ELECTRONIC MESSAGES**

By entering the contest or accepting a prize, entrants consent to the collection, use, storage and distribution of their personal information, including without limitation their name, address, telephone number, age and/or photograph by the Sponsor, in reference to all matters related to this contest or in any publicity carried out by them without compensation and agree to abide by the Contest Rules and the decisions of the independent contest organization, and the Sponsor, which are final. Such information is stored for only so long as required to complete the purpose for which it was collected. The entrant's personal information shall not be provided to any third party by the Sponsor without the entrant's consent. If an entrant would like their personal information removed from the Sponsor's database at the conclusion of the contest, send this request in writing to the Privacy Officer, Corby Spirit and Wine Limited, 1100-225 King Street West, Toronto, Ontario, M5V 3M2. Please see Corby's Privacy Policy at <http://www.corby.ca/Privacy>, for information on its policy towards maintaining the privacy and security of personal information. By specifically checking a communication preference check-box on the official entry materials, the entrant agrees to be contacted via electronic address (e.g. direct message, e-mail, SMS) for the purposes of the administration or promotion of the contest. By joining the Glenlivet Guardians, you agree that the Sponsor may send you offers, promotions and information about its products and services. The Sponsor may communicate with you through various channels, including email, telephone, social media or mail, using the contact information you have provided. We will respect your preferences otherwise recorded with us. You may withdraw your consent at any time. For additional information please see our Privacy Policy at [www.corby.ca/Privacy](http://www.corby.ca/Privacy).

## **7. 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 DETERMINED 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 failure of the Sponsor's website 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, captured or recorded 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.

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 email address submitted at the time of entry. "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 associated with the Entry in question.

The Sponsor reserves the right, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, 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 to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, 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.

**For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.**

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.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Website, French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

## **8. Liquor Boards:**

The Liquor Boards 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.

**MINI RULES (TO INCLUDE ON PROMOTIONAL MATERIALS SUCH AS POSTERS OR WHERE SPACE DOES NOT PERMIT)**

\*NO PURCHASE NECESSARY. Contest open to Canadian residents. Must be legal drinking age to enter. Contest begins on **April 1, 2019**, at **9:00** a.m. ET and ends on **August 18, 2019**, at **11:59** p.m. ET. **[One (1)]** prize (approx. value **\$12,000.00**) available to be won. Odds of winning depend on the number of eligible entries received. Correct answer to skill-testing question required. See Official Contest Rules: See <https://rbcpgascramble.com/the-glenlivet-wild-card>.