### CRACKED CANOE x BIG GREEN EGG GIVEAWAY CONTEST

**OFFICIAL RULES & REGULATIONS** 

NO PURCHASE NECESSARY. THIS CONTEST IS ONLY OPEN TO LEGAL CANADIAN RESIDENTS AND IS GOVERNED BY CANADIAN LAW.

PARTICIPANTS MUST BE OF LEGAL DRINKING AGE IN THE PROVINCE / TERRITORY IN WHICH THEY RESIDE.

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

### 1. KEY DATES:

The CRACKED CANOE BIG GREEN EGG GIVEAWAY CONTEST (the "Contest") is sponsored by Moosehead Breweries Limited (the "Contest Sponsor"). The Contest begins on May 12, 2025 at 12:01:00 AM Eastern Time ("ET") and ends on August 24, 2025 at 11:59:59 PM ET, while supplies last (the "Contest Period").

# 2. ELIGIBILITY:

To enter the Contest and be eligible to win a Prize (see rule 8), a person ("Entrant") must be a legal resident of Canada, who has reached the legal drinking age in their province/territory of residence at the time of entry. Employees, representatives, agents, officers or directors (including immediate members and members of the same household of such persons, whether related or not) of the Contest Sponsor, its divisions, subsidiaries, associated and affiliated entities, bottlers, redemption/recycling centers, the applicable provincial Government Liquor Agencies (see rule 11), participating liquor licensees, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest are not eligible to enter the Contest. For these Official Rules, "immediate family" means mother, father, sister, brother, son, daughter, and spouse, including common law spouse, regardless of where they reside.

### 3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are agreeing that you have read and agree to be legally bound by these rules and regulations (the "Rules").

### 4. HOW TO OBTAIN A PIN:

At the start of the Contest, there will be a total of 142,250 unique 10-digit alphanumeric personal identification numbers (each, a "PIN" and collectively, the "PINs") available for distribution by means of Purchase and No Purchase, while supplies last. There are three (3) ways to obtain a PIN, as follows:

a. BY PURCHASE. Between May 12, 2025 and August 24, 2025 (the "Promotion Period"), when you purchase one (1) specially marked case of the following Cracked Canoe SKUs:

- 6x473mL cans
- 24x355mL cans

(each a "Participating Product") from participating retailers within the provinces of New Brunswick, Newfoundland, Prince Edward Island, Nova Scotia, Quebec, Alberta, and Ontario, you will receive one (1) PIN, found printed inside specially marked carton packaging, while quantities last;

- b. BY PURCHASE. Between May 12, 2025 and August 24, 2025 (the "Promotion Period"), when you purchase one (1) specially marked case of the following Cracked Canoe SKUs:
  - 15x355mL cans

(each a "Participating Product") from participating retailers within the provinces of Alberta, British Columbia, Manitoba, or Saskatchewan, you will receive one (1) PIN, found on specially marked stickers on carton packaging, while quantities last;

c. NO PURCHASE ENTRIES: Alternatively, to obtain one (1) PIN, while supplies last, without making a purchase, print your first name, last name, telephone number, date of birth and complete mailing address (including postal code) on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with: (i) a handwritten 50 word (or more) unique and original essay describing your most memorable grilling moment; and (ii) a self-addressed pre-paid stamped envelope with sufficient return Canadian postage; to the following address:

# CRACKED CANOE BIG GREEN EGG CONTEST Attn: Consumer Affairs Department 89 Main Street West Saint John, NB E2M 3H2

(a written "Request"). Upon receipt of a Request in accordance with these Rules, you will receive one (1) randomly selected PIN per unique and original Request per envelope with sufficient Canadian postage. To be eligible, a Request must: (i) be received separately in a single envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received by no later than August 11, 2025 to allow Contest Sponsor sufficient time to mail back the PIN via regular mail. The Contest Sponsor is not responsible for, and will accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete Requests (all of which are void).

The Participating Product may not be available in all regions or at all participating retailers.

IMPORTANT NOTE: Each PIN is unique and can only be used one (1) time in this Contest. Each PIN will automatically expire after its first use or on **August 24, 2025 at 11:59:59 p.m. ET (the "Contest Closing Date")** (whichever occurs first). Please retain the original PIN for your records. All PINs submitted are subject to verification in the sole and absolute discretion of the Contest Sponsor. Potential winners may also be required to submit their original product carton, and/or original reply letter (for a no purchase entry Request) with PIN matching their eligible winning Entry in order to be awarded a Prize . Any PIN and/or other materials that cannot be verified to the complete satisfaction of the Contest Sponsor, in its

sole and absolute discretion, is/are subject to immediate disqualification (in which case the Entry associated with such PIN will be declared null and void and any rights to any Prize associated with such PIN will be forfeited in their entirety).

### 5. HOW TO ENTER:

Once you have a unique and valid PIN legitimately obtained in accordance with these Rules, visit www.moosehead.ca/bgegiveaway (the "Contest Website") and follow the on-screen instructions to complete the CRACKED CANOE BIG GREEN EGG GIVEAWAY CONTEST Entry Form (the "Entry Form") with all required information, which includes (among other things); a requirement to enter your PIN in the space provided and providing the correct answer to a skill-testing question. Once you have fully completed the Entry Form with all required information and have agreed to the Rules, follow the on-screen instructions to submit your completed Entry Form (each, an "Entry" and collectively, the "Entries"). To be eligible, an Entry must be submitted and received in accordance with these Rules during the Contest Period. Entries must be received on or before the Contest Closing Date. This is the only method of entry into the Contest.

# **6. ADDITIONAL RULES:**

There is no limit to the number of Entries per person – but, each Entry must relate to a unique and valid PIN legitimately obtained in accordance with these Rules. If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Contest Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; (ii) falsely enter a PIN without legitimately obtaining a PIN in accordance with these Rules; (iii) re-enter a PIN a subsequent time after its first use; and/or (iv) enter a PIN that has been falsified, manipulated or otherwise altered in any way (all as determined by Contest Sponsor in its sole and absolute discretion); then he/she/they may be disqualified from the Contest in the sole and absolute discretion of the Contest Sponsor. An Entry may be rejected if (in the sole and absolute discretion of the Contest Sponsor) it is not fully completed with all required information (including, but not limited to, providing a unique and valid PIN legitimately obtained in accordance with these Rules) and submitted and received in accordance with these Rules. The Released Parties are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete Entries (all of which are void).

### 7. VERIFICATION:

All Entries, Requests and PINs are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest 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, PIN or Request and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Contest Sponsor's interpretation of the letter and spirit of these Rules. Further, the Contest Sponsor reserves the right to request the original PIN for the purposes of verification. Failure to provide such proof (including, if required, providing the

original PIN and/or other materials) to the complete satisfaction of the Contest Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Contest Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Contest Sponsor. Proof of transmission (screenshots or captures etc.) or attempted transmission of an Entry or of an attempted Entry or of any communication, does not constitute proof of delivery or receipt by the Contest Sponsor.

### 8. PRIZES:

There are a total of fifteen (15) Contest prize kits (each a "Prize") available to be won during the Contest Period. Each Prize consists of: one (1) Medium Big Green Egg Ultimate Kit and one (1) 100% Natural Lump Charcoal - Canadian Maple. The total approximate retail value of each Prize is \$2,035 CAD.

Big Green Egg (and any Contest Sponsor and partners) expressly disclaim any responsibility and Participants and Winners agree to indemnify and hold harmless Big Green Egg and Contest Sponsor and any Contest partners from and against any and all claims, actions, demands and/or liability for injury, damage or loss whatsoever relating to or arising in connection with participation in this Contest (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of any of the prizes awarded.

Odds of winning a Prize are based upon the number of valid PINs entries received. Valid entries will be eligible for each for the prize draws. Prizes must be accepted as awarded and are not transferable, assignable, or convertible to cash (except as may be specifically permitted by Contest Sponsor in its sole and absolute discretion). No substitutions except at Contest Sponsor's sole option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. None of the Released Parties (see Rule 11) makes any representation or offers any warranty, express or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from neither the Contest Sponsor nor any of the Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part. Limit of one Prize per person/household.

### 9. DRAW SCHEDULE - PRIZE WINNER SELECTION PROCESS & NOTIFICATION:

There will be one (1) random draw at approximately 2:00 p.m. ET weekly every Monday beginning May 19, 2025 until August 25, 2025 at the Contest Sponsor's office at 89 Main Street West, Saint John, New Brunswick, E2M 3H2, from all of the valid PIN entries received to select one (1) potential Prize winner per drawing date (15 total Prize winners).

Selected entrants will be notified within 2 business days following the draw and will be contacted using the email address or phone number provided at the time of entry into the Contest. Up to three attempts will be made to contact Selected Entrants within 5 business days following the draw. If a Selected Entrant does not or cannot accept a prize within 5 business days of the initial notification, that Selected Entrant will forfeit the prize and a new Winner will be selected by random draw, in the Sponsor's sole discretion. Previously non-winning eligible entries automatically carry forward to subsequent weekly draw(s).

## 10. WINNER CONFIRMATION PROCESS:

To be confirmed as a winner and be awarded a Prize (if selected for a Prize), a potential winner must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question. By participating in the Contest and accepting a Prize, the potential winner hereby: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Contest Sponsor, its 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 in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable 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 Contest Sponsor in any manner or medium whatsoever, including print, broadcast or the internet.

### 11. RELEASE AND INDEMNIFICATION:

All winners must sign the Contest Sponsor's Declaration and Winner Release form (a "Release Form") to: (i) confirm compliance with all Contest Rules; (ii) agree to accept prizes as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest ("Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of entries by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of prizes as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by entrants with any of the Contest 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. If a potential winner: (a) fails to correctly answer the mathematical skill-testing question; (b) fails to properly execute and return the Release Form within the specified time (if issued); (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Contest Sponsor in its sole and absolute discretion); then he/she may be disqualified and the Prize may go unawarded. The Release Form will be sent directly to each selected entrant.

### **12. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THE CONTEST SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME. The Contest Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Contest Sponsor reserves the right to refuse an Entry or Request from any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Contest Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Entries and/or Requests. The Released Parties will not be liable for: (i) any failure of any Website or any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information or materials whatsoever to be received, captured, recorded or function properly for any reason whatsoever, 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; The Contest Sponsor reserves the right to terminate or suspend this Contest or to amend the Official Rules at any time and in any way without prior notice, or are prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, /provincial, territorial, municipal, or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Contest Sponsor's control (each a "Force Majeure" event or occurrence). Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, the Contest Sponsor reserves the right to terminate the Contest. Without limiting the generality of the forgoing, the Contest 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.

By entering this Contest, each Entrant expressly consents to the Contest Sponsor, its agents and/or representatives, storing, sharing, and using the personal information submitted only for the purpose of administering the Contest and in accordance with the Contest Sponsor's privacy policy (available at: <a href="https://www.moosehead.ca">www.moosehead.ca</a>). This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The invalidity or unenforceability of any provision of these 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 Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity,

interpretation and enforceability of these Rules or the rights and obligations of participants, Contest Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in New Brunswick in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

The Contest is in no way sponsored, endorsed, or administered by, or associated with any social media website. You understand that you are providing your information to the Contest Sponsor and not to a social media website. If you have any questions regarding this Contest, please reach out to the Contest Sponsor at moosehead.ca/contact.

### 13. INTELLECTUAL PROPERTY:

All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights reserved. Unauthorized copying or use of any of the Sponsor's intellectual property without the express written consent of the Sponsor is strictly prohibited.

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.