

Toronto Cocktail Festival Contest Giveaway

OFFICIAL CONTEST RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. **SPONSOR:** **Toronto Cocktail Festival Contest Giveaway** (the “Contest”) is sponsored by **The Alchemist, 303 West 5th Avenue, Vancouver, BC V5Y 1J6** (the “Sponsor”).

2. **ELIGIBILITY:** The Contest is open to legal residents of Ontario who have reached the age of nineteen (19) at the time of entry, with the exception of employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor’s sole discretion.

3. **CONTEST DATES AND TIMES:** The Contest begins on **September 5, 2025 at 3 p.m. PST** and ends on **October 14, 2025 at 11:59 p.m.] PST** (the “Contest End Date”) after which time the Contest will be closed and no further entries shall be accepted.

4. **HOW TO ENTER:** You can enter by **visiting** <https://torontococktailfestival.ca/contest-giveaway> **and completing and submitting the Contest Entry Form.** For this Contest receipt of an Internet entry occurs when Sponsor's servers record the entry information. All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. Limit **one (1) entry per person.**

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor’s sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Entrants grant Sponsor a non-exclusive license to use all entries for any purpose. No correspondence will be entered into except with selected entrants. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry.

5. **CONTEST PRIZES:** There are a total of **one (1)** prize available to be won consisting of **Two Tickets with VIP access to the Gala at the Toronto Cocktail Festival** (approximate retail value **\$380**).

All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. Prizes must be accepted as awarded and have no cash value. Prizes or any portion thereof cannot be combined with other discounts, promotions or special offers. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at time of award.

6. **ODDS OF WINNING:** The odds of winning depend on the number of eligible entries received before the Contest End Date.

7. **SKILL TESTING QUESTION:** Selected Entrants will be required, as a condition to winning a Prize, to correctly answer, without assistance of any kind, the Sponsor's time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call.

8. **WINNER SELECTION AND CONFIRMATION:** On **October 14, 2025 at 10 a.m PST at 303 West 5th Avenue, Vancouver, BC V5Y 1J6** ("Draw Date") the Sponsor, or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries and select the potential winner (the "Selected Entrant"). The Selected Entrant will be deemed a winner if they meet all of the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive a prize and another entrant will be selected by way of a random draw from the remaining eligible entries. Before being declared a winner, a Selected Entrant will be required to: (i) correctly answer the Sponsor's skill-testing question; (ii) sign and return the Sponsor's Declaration of Eligibility and Liability/Publicity Release form; and (iii) comply with all other Contest Rules, all in the sole discretion of Sponsor.

The Selected Entrant will be notified within one (1) business day of the draw and will be contacted **via email or phone** provided at the time of entry into the Contest, in Sponsor's sole discretion, and up to three attempts will be made within 36 hours following the draw. A Selected Entrant that does not or cannot accept the Prize may be forfeited and a new Selected Entrant selected by random draw, in the Sponsor's sole discretion. The Sponsor's signed release form must be received by Sponsor no later than **October 20, 2025**. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail address or, if applicable for entry, social media handle associated with the entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the selected entry.

9. **RELEASE AND INDEMNIFICATION:** The winner must sign the Sponsor's Declaration of Eligibility and Liability/Publicity Release form to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the prize 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 (the "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 the Entry 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 the Prize 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 an entrant 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 the Entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any travel related thereto and the use of the Entry by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

10. OTHER CONDITIONS: The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

Publicity and entrant information: By participating in the Contest, entrants consent to the use of their name, address, postal code, telephone number, social media handles, comments and image, whether on videotape, photograph or any other means, for the administration of this Contest or any publicity carried out by the Sponsor, without further notice or compensation.

Law: The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of **Ontario** including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in **Vancouver, Ontario**.

Rule amendments: The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

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 are reserved. Unauthorized copying or

use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited. The Sponsor's marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by entrants.

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[ENTRY FORM: Optional – other types of entry are possible – e.g., via social media]:

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ENTRY FORM

Name: _____

Address (including postal code): _____

Telephone Number: _____

No purchase required. Contest begins on September 5, 2025 at **3 p.m. PST** and ends on **October 14, 2025 at 11:59 p.m. PST**. There are a total of **[1]** prizes available to be won consisting of **Two Tickets with VIP access to the Gala at the Toronto Cocktail Festival** (approximate retail value **\$380**). Skill testing question required. Open to legal residents of Canada, excluding Quebec, who have reached the age of nineteen (19) at the time of entry. Odds of winning depend on number of eligible entries received before contest closes. Limit **one (1) entry per person**.

For full rules and entry details visit: <https://torontocktailfestival.ca/contest-giveaway>.

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DECLARATION OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE

I, _____, in the province/territory of _____ declare that I am _____ years of age, that my telephone number is: _____ and that my e-mail address is: _____.

I am making this declaration (the “Winner Release”) with the understanding that it will be relied upon to confirm my eligibility in this Contest.

I declare that I have read and complied with, and that I understand, all of the Contest Rules, which are available at <https://torontococktailfestival.ca/contest-giveaway> that all of the information below is true and that I have committed no fraud or deception in entering the Contest or claiming the prize.

I further declare that I am age of majority in the province or territory in Canada in which I reside and that I am not an employee of the Sponsor, its parent, related or affiliated companies, departments, subsidiaries, franchisees, suppliers, advertising and promotional agencies, contest administrators, or any other parties engaged in the development, production or distribution of Contest materials or those living in the same household as the foregoing, none of whom are eligible to enter the Contest or win a prize.

In consideration of the prize, which I acknowledge is good, valuable and sufficient consideration, I agree as follows:

1. To accept the prize as awarded;
2. To 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 (the “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, 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 to the Sponsor or used in connection with any aspect of the Contest to perform or deliver services, any act of God or any other event beyond the Sponsor’s control, any dissatisfaction of any kind with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which I, my heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of participation in the Contest and/or in connection with the acceptance and/or exercise of the prize as awarded;
3. To 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 me with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise of the prize;

4. To grant to the Sponsor, its agents and representatives and marketing partners, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, the Sponsor's Internet websites and social media pages, at any time(s), my name, likeness, portrait, picture, photograph, voice, video camera footage, and biographical information (name, city, province/territory of residence and image), as is or as may be edited, as news or information and for advertising promotional purposes without any compensation or review by me; and
5. To return upon demand to the Sponsor, or its agents, representatives or marketing partners, any prize which has been or may be awarded to me if any statement made by me in this Winner Release is false or if I have failed to comply with any of the Contest Rules, all as determined in the sole discretion by the Sponsor.

Winner:

Name:

DATED THIS _____ DAY OF _____, [year].

[SKILL-TESTING QUESTION]:

$$20 \times 15 + 30 - 10$$