

KINKA IZAKAYA / SAPPORO TRIP TO JAPAN CONTEST (“CONTEST”)

OFFICIAL CONTEST RULES (“RULES”)

1. CONTEST PERIOD

The Contest entry period commences on September 1, 2018, and concludes at 6:00PM on September 30, 2018 (the “Contest Period”).

2. ELIGIBILITY

The Contest is open to residents Ontario who are twenty (20) years of age or older at the date of their entry, which is the legal drinking age in Japan.

Employees, representatives and mandatories (and those with whom such persons are domiciled) of Sleeman Breweries Limited or Kinka (the “Sponsors”), their parent companies, subsidiaries, affiliates, prize suppliers, advertising and promotion agencies (collectively the “Contest Parties”) are not eligible. Further, to be eligible to win, the entrant must not be (i) an employee or contractor of a provincial or territorial liquor agency; (ii) a provincial or territorial liquor licensee; or (iii) an employee or member of the immediate family of a provincial or territorial liquor licensee. The provincial liquor agency is not connected with this Contest in any manner whatsoever, and is not liable in any way whatsoever with respect to any matter relating to this Contest.

3. INSTAGRAM

This contest is not sponsored, endorsed or administered by Instagram.

4. HOW TO ENTER

NO PURCHASE NECESSARY. MUST BE TWENTY (20) YEARS OF AGE OR OLDER

To enter the Contest, visit any Kinka Izakaya Toronto location and order the contest exclusive dish, which is the Sapporo Battered Chicken Tsukune Skewer. Take a photo of the dish and share your photo on Instagram with a caption explaining why you want to visit Tokyo, Japan. Include the hashtags #SapporoKINKAcontest #KinkaizakayaTO #Kinkalzakaya and follow @kinkaizakayato and @sapporocanada. Make sure your Entry reflects the Rules for Pictures and Judging Criteria below.

5. RULES FOR PICTURES

Your picture and caption must comply with all of these Rules, and must remain posted for the Contest Period, to be a valid Entry. It is not necessary for Entries to include or depict a Sapporo beverage or any Sleeman product, to be eligible or to increase chance of winning. If you name or show any person in your Entry, you may only name, tag or show yourself. Group entries showing more than one person are not eligible. Also, Entries must not:

- (a) violate any policies or terms of Instagram;
- (b) contain any unsafe, obscene, vulgar, profane, lewd, or indecent imagery or language;
- (c) suggest or propose an act that is unsafe, obscene, illegal or immoral. This includes depicting unsafe or immoderate consumption of alcohol, or depicting the consumption of alcohol in any illegal manner or in any place where it is not legal to do so;
- (d) infringe any third party privacy, publicity, trademark, copyright or other rights.

Entries containing content prohibited by these Rules or that, in the sole and unfettered discretion of Sponsors, is unfit for a general audience, will be disqualified.

6. JUDGING CRITERIA

After the Contest Period, a panel of judges comprised of representatives from Kinka will review all eligible Entries received. On or about October 12, 2018, the panel will select one entry that the panel determines, in its sole discretion, to be the most apt, original, and interesting based on the three following judging criteria (“**Judging Criteria**”):

- (e) Creativity: how well the Entry demonstrates creativity
- (f) Originality: how unique and distinct the Entry is
- (a) Spirit: how well the Entry encompasses your enthusiasm

7. PRIZES

There is one (1) Prize (“**Prize**”) available to be won in the Contest. The Prize consists of a trip for two (2) people to Japan, including return flights to and from Tokyo, Japan, three (3) nights’ accommodations, a private guided brewery tour of Sapporo Beer Chiba Factory, dinner at Ginza Lion Beer Hall, dinner at Kinka Sushi Bar Izakaya, and lunch at Kinton Ramen Tokyo. The approximate retail value of the Prize is \$8,000 CDN.

8. CONFIRMATION OF PRIZE WINNER

The judges’ selected Entry will be announced on Kinka Izakaya Toronto’s Instagram account on October 12, 2018. Before being declared a Prize winner, the selected entrant will be required to:

- (b) provide full name, date of birth, valid email address and telephone number;
- (c) sign and return 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, the selected entrant's 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 the selected entrant's 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 the Sponsors in any manner whatsoever, including print, broadcast or the internet.

If the selected entrant fails to satisfy the above requirements within the specified time, then he/she will be disqualified (and will forfeit all rights to the Prize).

9. PRIZE CONDITIONS

The following general conditions apply to the Prize:

- (a) Trip must be taken by December 31, 2018;

- (b) Prize must be accepted as awarded, and is not transferable or convertible to cash (no substitutions except at Sponsor's option, in its sole and absolute discretion);
- (c) Sponsors reserve the right at any time to place reasonable restrictions on the availability or use of the Prize or any component thereof and substitute the Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award;
- (d) Sponsors make no representation and offers no warranty, express or implied, as to the quality or fitness of the Prize;
- (e) Prize winner and guest must each have a passport that is valid for travel to Japan, and for at least six months beyond the date of travel. Neither Prize winner nor guest may be subject to any known barrier to entry into Japan. Sponsors will not be held responsible in the event that the winner and/or his/her guest are denied entry to the Japan or re-entry to Canada;
- (f) the costs and arrangements of everything not specifically stated in the Prize description above as being included in the Prize are the sole responsibility of the winner, including, without limitation: travel to and from the airport; gratuities; entertainment; health and travel insurance; and items of a personal nature. Prize winner may also be required to present a valid major credit card in winner's name at the time of hotel check-in to cover any incidental expenses;
- (g) if the winner does not utilize any part(s) of the Prize, then any such part(s) not utilized will be forfeited in its (their) entirety and nothing will be substituted in its (their) place;
- (h) by accepting the Prize, the 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; and
- (i) the winner must sign and return the Sponsor's release (by the date indicated by the Sponsors or their designate) indicating that he/she waives all recourse against the Released Parties relating to his/her participation in the Prize.

In order to participate in a Prize, the winner's guest must be twenty (20) years of age or older, and must also sign and return the Sponsor's release by a date to be specified by the Sponsors.

10. LIMITATIONS OF LIABILITY

Without limiting the release provided in Rule 8 above, and for greater certainty, the Released Parties will not be liable for: a) any incomplete or inaccurate information caused by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of Entries; b) the theft, loss, destruction or unauthorized access to, or alteration of, Entries; 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 Entry to be received by or from the Sponsors for any reason including but not limited to traffic congestion on telecommunications services; e) damage to a participant's or other person's system occasioned by participation in this Contest; (f) any use of the entrant's personal information as set out in Rule 9.

11. 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 and in accordance with the Privacy Policy available at: <http://sapporobeer.ca/privacy>).

By accepting a Prize, the winner consents to the collection, use and disclosure to the public of their name, address (city, province), voice, statements and images or other likenesses for publicity purposes in connection with the Contest in any media or formats including, but not limited to, print, broadcast or the Internet, without further notice, permission or compensation. Personal information will not otherwise be used or disclosed without consent.

12. MISCELLANEOUS

All Entries are subject to verification. The Sponsor reserve the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

All decisions of the Sponsors, or any Contest judging organization or Contest judge as designated by the Sponsors, are final and binding in all matters relating to this Contest and on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries. The Sponsors and other Released Parties will not be responsible for illegible, incomplete, lost, misdirected, errors, failures or late Entries which will be void.

In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the mobile address submitted at the time of Entry. “Authorized account holder” is defined as the natural person who is assigned to a mobile address by a mobile service provider, an Internet access provider, online service provider or other organization that is responsible for assigning mobile addresses for the domain associated with the submitted mobile address. A selected entrant may be required to provide the Sponsors with proof that he/she is the authorized account holder of the mobile address associated with the selected Entry.

The Sponsors reserve the right at their sole and absolute discretion to disqualify, from this Contest and any future contest or other promotion, conducted by the Sponsors, any individual that they find or believe to be not in compliance with these Rules, to be tampering with the entry process or the operation of the Contest; 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 COMPUTER OR COMMUNICATIONS SYSTEM OR 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.

Any use of automated devices to enter this Contest is prohibited. No correspondence will be entered into except with selected entrants. Contest is subject to all applicable federal, provincial and municipal laws.

13. PRIZE LIMIT

IN NO EVENT SHALL THE SPONSORS BE REQUIRED TO AWARD MORE PRIZES THAN INDICATED IN THESE RULES OR TO AWARD A PRIZE OTHERWISE THAN IN COMPLIANCE WITH THESE RULES. In the event that more prizes are awarded than indicated due to a technical error, the Sponsors, in their sole and absolute discretion, may choose to hold a draw to determine which entrants are awarded such prizes.

14. RIGHT TO TERMINATE OR AMEND

The Sponsors reserve the right to terminate, suspend or amend this Contest and or amend these Rules, in whole or in part, at any time and without prior notice if any factor interferes with its proper conduct as contemplated by these Rules. In the event of Contest termination, any remaining prize still to be won will, in the Sponsors’ sole discretion, be deemed expired and void and will be ineligible for Contest play, and, without limiting any other provision of these Rules, the Released Parties will not have any further liability with respect thereto.

15. INTELLECTUAL PROPERTY

All intellectual property used in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, copyrights, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Contest Parties and/or their affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

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