

THE DISTILLERY WINTER VILLAGE 2022 GINGERBREAD PEOPLE CONTEST OFFICIAL RULES

CONTEST PERIOD:

“The Distillery Winter Village Gingerbread People Contest” (the “Contest”) begins at 18:00:01 p.m. Eastern Standard Time on November 17th, 2022 and ends at 11:59:59 p.m. Eastern Standard Time on December 31st, 2022. By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules. Entrants further agree to abide by and be bound by all decisions of The Distillery Historic District (the “Sponsor”), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the Prize, including without limitation eligibility and/or disqualification of entries.

ELIGIBILITY:

The Contest is open to entrants whose legal residence is in Ontario and who have reached the age of majority as of the date of entry. Excluded from entrant eligibility are the officers, directors, employees, agents and representatives of the Sponsor, The Distillery Historic District, and each of their respective parents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotion agencies (collectively, the “Promotion Entities”), and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, a picture must be taken at The Distillery Winter Village (the ‘Event’) with ‘Gingerbread Person with the Santa Hat’ (as part of the interactive treasure hunt conducted throughout the duration of Distillery Winter Village). Entrants must post the photo to (1) Instagram account stories with mention/tag ‘@distilleryTO’. Additionally, the entrant account must follow accounts ‘@distilleryTO’ and ‘@distilleryhospitality’ from the respective account.

There is a limit of one (1) Entry per person during the Contest Period. If it is discovered by the Sponsor (using any information and/or evidence available to the Sponsor) that any person has attempted to: (i) obtain more than the stated maximum amounts of Entries as provided in these Rules; and/or (ii) use (or attempt to use) multiple names, identities, email addresses, or phone numbers to enter or otherwise participate in or disrupt this Contest; then (in the sole and absolute discretion of the Sponsor) he/she/they may be disqualified from the Contest, and all of his/her/their Entries voided. 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 compliance with these Rules, including, without limitation, proof of identity and/or eligibility, in a form acceptable to the Sponsor (including, without limitation, government-issued photo

identification) to participate in this Contest and/or for any Entry entered (or purportedly entered) to be considered valid for the purposes of this Contest.

Failure to provide such proof to the Sponsor's satisfaction promptly may result in disqualification.

PRIZE:

There are (60) prizes available to be won (the "Prizes"). (10) prizes will be awarded each week of the contest :

'Week 1' November 17th - 23rd, 2022

'Week 2' November 24th - 30th, 2022

'Week 3' December 1st - 7th, 2022

'Week 4' December 8th - 14th, 2022

'Week 5' December 15th - 21st, 2022

'Week 6' December 22nd - 31st, 2022

The respective entrant will receive one (1) C\$ 100 Distillery Restaurants Corp. e-gift card redeemable at El Catrin Destileria, Cluny Bistro & Boulangerie, Pure Spirits Oyster House & Grill, Madrina Bar y Tapas and District Pizza.

The Prize must be accepted as awarded and is not convertible to any other form of cash or monies (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at the Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, another form of cash or monies reward. The Prize will only be awarded to the eligible entrant if their verifiable name and valid email addresses are associated with the Entry. Prizes will be delivered by email. Winners are responsible for notifying the Sponsor of any change in contact information during the Prize fulfillment period. Sponsor is not responsible for any Prize or part thereof that cannot be delivered to or is not received by a winner for any reason, including where the winner does not respond to correspondence within 72 hours. In such circumstances, the winner forfeits all rights to the Prize or any part thereof that is not received, and the Sponsor reserves the right not to fulfill the undelivered Prize. The sponsor is not responsible for delivery issues.

PRIZE AND WINNER SELECTION:

All eligible entries received during the Contest Period will be recorded by sponsor and imported to a 'Random Name Picker' using namepicker.net or a similar platform.

At approximately 01:00:00 p.m. Eastern Standard Time on respective dates:

Week 1: November 24th, 2022

Week 2: December 1st, 2022

Week 3: December 8th, 2022

Week 4: December 15th, 2022

Week 5: December 22nd, 2022

Week 6: January 1st, 2023

The following shall occur:

(10) randomly picked user names of the 'Entrant Accounts' will be chosen and publicly announced on '@distilleryto' account public stories.

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER. The entrant will be required to (a) provide a valid email address, phone number and full name; (b) provide complete and valid details required to deliver Prize; (c) return information within 24 hours specified by the Sponsor, 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 "Releasees") from any and all liability in connection with this Contest, his/her 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 his/her name, voice, and statements about the Contest and/or photograph or other likenesses without further notice or compensation, for any publicity or advertising, carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet, including, without limitation, announcing him/her/them as a confirmed Prize winner. If a selected entrant: (a) fails to respond within the specified time (24 hours); and/or (b) cannot or is unwilling to accept the Prize as awarded for any reason; then he/she/they will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to the such new selected entrant).

GENERAL CONDITIONS:

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The Sponsor's decisions concerning 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. In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized holder of the account associated with the email address provided at the time of entry. "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/they is/are the authorized account holder of the email address associated with the Entry in question. The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, tampering, fraud 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 manipulate the integrity of the "The Distillery Winter Village Gingerbread People Contest" or to

undermine the legitimate operation of this Contest in any way (as determined by the 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, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of an accident, technical, administrative, or other error of any kind, or for any other reason.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only to administer the Contest and following the Sponsor's Contest Privacy Policy, unless the entrant otherwise agrees.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or time frames 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 Rules and any disclosures or other statements contained in any Contest-related materials, these Rules shall prevail and govern and control to the fullest extent permitted by law.