

“Beer is Art” photo contest

Contest Rules and Regulations

No purchase is necessary to win.

1. CONTEST PERIOD

1.1 The “Beer is Art” photo contest is being presented by The Pump House Brewery (the “Contest Sponsor”) from Aug 20, 2018 to Sep 30th, 2018, herein referred to as the “Contest Period”.

2. ELIGIBILITY

2.1 The contest is open only to Canadian residents who have reached the legal drinking age in their Province of residence by Aug 20, 2018 with the exception of the employees, agents, and representatives of the Pump House Brewery, members of immediate families of such employees and persons living in the same household as such employees, and any of their subsidiaries, advertising and promotion agencies, suppliers of goods, prizes, and services related to the contest, any other persons directly related to the holding of this contest, as well as their immediate family (father, mother, brothers, sisters, children), their legal or common-law spouse, and any individuals with whom these employees, representatives and agents reside.

3. HOW TO ENTER

3.1 ENTER ONLINE: To enter without purchase or obligation, visit www.pumphouse.beer and follow the instructions to upload a photo of a Pump House bottled product. You may be asked to provide your last name, first name (excluding any nickname), full address with postal code, telephone number with area code, and email address. Upon receipt of this information by Contest Sponsor, the individual will automatically be entered through one (1) entry.

3.2 By uploading your photo (“Image”), you warrant and represent that you own or otherwise control all of the rights to your Image, including all the rights necessary for you to provide, post, upload, input or submit the Image, and to transfer all such rights to the Pump House Brewery Ltd. In addition to the warranty and representation set forth above, by uploading and posting an Image that contains images, photographs, pictures or that are otherwise graphical in whole or in part (“Images”), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use, and (b) that each person depicted in such Images, if any, has provided consent to the use of the Images, including, by way of example, the distribution, public display and reproduction of such Images. By posting Images, you are granting to all persons who have access to the Images, without compensation, permission to use your Images in connection with the use, including a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images.

4. LIMITS

4.1 Contestants can complete an online submission to accumulate contest entries during the Contest Period up to a maximum one (1) entry per person per day.

5. PRIZE

5.1 The following prize is offered: one (1) Big Green Egg® BBQ, approximate retail value of \$1,899.00. No substitute prizes will be awarded. The draw will be done among qualified contest entries.

5.2 The prize cannot be exchanged in full or in part for cash and must be accepted as offered.

5.3 Only one (1) winning prize shall be awarded from this Contest.

6. SELECTION

6.1 A draw for the Prize by one or more representatives of Contest Sponsor (the “Judges”) will take place at the office of Contest Sponsor, 131 Mill Road, Moncton, NB, on Oct 4rd, at 12:30pm. One (1) eligible entry will be selected among all entries received and registered during the contest period, in order to award the prize described.

6.2 All entries received meeting the criteria of section 2 will be part of the same draw and will be treated equally for the purposes of determining a winner. The selected entrant will be notified by telephone, or, if e-mail address was provided on entry, e-mail, by a Contest Sponsor representative within fifteen (15) days following the draw. A selected entrant who cannot be contacted within fifteen (15) days following the draw shall be disqualified and another entrant shall be chosen at random. Only one (1) entry shall be declared a winner.

6.3 Contest Sponsor will not be responsible for any entries that are lost, destroyed, misdirected, incomplete, or delayed for any reason. Contest sponsor shall not be responsible for incorrect or inaccurate transcription or registration of Contest entry information, including omission, incomplete or illegible information, or any other error.

6.4 In the event that a person proves to be ineligible for a prize before it is awarded, he or she shall be disqualified and another random selection will be held until a new entrant is selected and declared a winner.

6.5 Odds of having an entry selected at random depend on the number of entries received and registered as described in section 3. Only one (1) prize will be awarded.

7. AWARDING OF PRIZE

7.1 To be declared a winner, the person selected must:

- (a) Be reached by phone or, if it had been previously provided to Contest Sponsor, by email by Contest Sponsor within fifteen (15) days following the random selection;
- (b) Correctly answer the mathematical skill-testing question appearing on the declaration and release form that will be sent (the “Release Form”);
- (c) Complete and sign the Release Form, releasing Contest Sponsor from all liability related to the contest, and return it to the return address indicated on the form. The release form must be postmarked by the 15th calendar day from the time of receipt;
- (d) Meet all other eligibility criteria as reasonably required by the Contest Sponsor; and
- (e) Commit no actions which would cause an entry to be disqualified under section 8.3 of the Rules.

7.2 A selected entrant who fails to meet any of the above conditions will be disqualified, and a new selection will be held in accordance with the Contest Rules until an entrant is selected and declared a winner.

7.3 Within fifteen (15) days following receipt of the duly completed release form, Contest Sponsor will inform the winner in writing on how the prize awarding will occur.

8. GENERAL CONDITIONS

8.1 The prize must be accepted as described in these Rules and may not be transferred to another person, or substituted for another prize, subject to the provisions of the following section.

8.2 In the event that Contest Sponsor cannot award the prize as described herein for reasons beyond their control and unrelated to the winner, they undertake to award a similar prize of equal value, at their sole discretion.

8.3 (a) All entries are subject to verification by Contest Sponsor. Any such entry that is illegible, incomplete, fraudulent, mutilated, reproduced by hand or mechanically, or sent or submitted late will automatically be rejected and will not entitle the entrant to a prize. Decisions by Contest Sponsor in this regard are final and binding.

(b) For all entries meeting the criteria of section 3.1, any fraudulent, illegal, or coercive conduct which relates to the contest itself will cause the entry to be null and void.

9. OWNERSHIP OF THE CONTEST

9.1 The contest is managed by Contest Sponsor. Submission of an entry constitutes acceptance of these contest rules by entrant. Contest Sponsor does not accept responsibility for any loss, damage, or claims caused by or resulting from this contest or the prizes. Any person entering this contest or trying to do so by any means which would be unfair to the other entrants, contrary to the Rules or illegal, will be automatically disqualified and may be subject to prosecution, as the case may be. Decisions by Contest Sponsor in regard to this paragraph are final and binding.

9.2 The selected entrant absolves Contest Sponsor, the Sponsor Partners, their advertising and promotional agencies, their employees, agents, and representatives of all liability for any damage they may suffer in accepting or using the prize. In order to be declared a winner and prior to receiving the prize, the selected entrant undertakes to sign a declaration and release form.

9.3 By entering this contest, the winner authorizes Contest Sponsor to use as required his/her name, photograph, picture, place of residence, voice and/or statement in connection with the prize, for advertising purposes, without remuneration or compensation of any kind.

10 INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE CONTEST SPONSOR, THE CONTEST PARTNERS AND THEIR PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, THE FACEBOOK PLATFORM, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, LAW FIRMS, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR

IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE CONTEST AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE ARE MADE BY ANY PARTY. CONTEST SPONSOR, CONTEST PARTNERS, AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, LAW FIRMS, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

10.2 Entries are the property of Contest Sponsor and will not be returned to entrants.

10.3 For the purposes of these Rules, the entrant is the person whose name appears on the ballot underlying an entry. This is the person who will be awarded the prize if selected and declared a winner.

10.4 Contest Sponsor reserves the right to modify, cancel, terminate, or suspend this contest in whole or in part, at their sole discretion, in the event of unauthorized human intervention, or any other occurrence beyond their control corrupts or adversely affects the administration, security, impartiality, or normal operation of the contest.

10.5 The Contest Sponsor and the Contest Partners are collecting personal data about entrants for the purpose of administering this Contest. No further informational or marketing communications will be received by entrants unless entrants provide explicit permission to do so as indicated on the entry form.

10.6 Contest is subject to all federal, provincial and municipal laws.