

110th Birthday Giveaway General Contest Rules

November 8, 2023 for 3031632 MB Inc

Application. These general contest rules (the "General Contest Rules") apply to contests (each, a "Contest") operated by **3031632 MB Inc.** at **3031632 MB Inc** ("Fort Garry Hotel") By entering a Contest, entrants agree to be legally bound by these General Contest Rules and will be deemed to have read and understood these General Contest Rules.

Eligibility. Each entrant must be over the age of majority in their province or territory of residence. Employees of Fort Garry Hotel, as well as the parents, siblings, and children of any such employees and any person domiciled with such employees, are ineligible to enter.

Prizing. The details of the prize(s) for 110th Birthday Giveaway include:

- One (1) night's stay in a Standard King Room between December 12, 2023 – March 31, 2024
- Breakfast for two (2) in Oval Room Brasserie

Prize(s) may not be exactly as advertised. Prize(s) must be accepted as awarded, may not be sold, transferred and are not convertible to cash. Fort Garry Hotel reserves the right to substitute a prize, in whole or in part, in the event all or any component of a prize is unavailable. Limit of one prize per household per Contest.

Terms & Conditions: Prize must be used between December 12, 2023 – March 31, 2024. Subject to availability. Certain blackout dates apply including December 31, 2023, and February 14, 2024. Based on single or double occupancy only and valid only at the Fort Garry Hotel. Offer must be redeemed on or before expiration date. No extensions will be granted. The original document must be presented and surrendered at check-in. Copies, damaged, lost, or stolen certificates will not be honored or replaced. This certificate has no cash value and may not be redeemed for cash or equivalent. Any unused portion will not be returned or refunded in any way. Any applicable gratuities are not included. This certificate is non-transferrable and cannot be combined with any other offer or discount.

Offer applies for dining in Oval Room Brasserie only. Offer does not apply to Room Service.

Contest Period. Sunday, November 12, 2023 – Sunday, December 10, 2023

Contest Entry. No purchase necessary to enter a Contest. Unless otherwise stated, there is a limit of one (1) entry per person will be accepted. To enter a Contest, follow the instructions given on promotional material, Fort Garry Hotel website at fortgarryhotel.com and/or via the Fort Garry Hotel official social networking page (described below), as applicable.

For online entry: Without limiting the foregoing, if entry in a Contest occurs online, visit the Fort Garry Hotel website during the applicable Contest entry period and follow the on-screen instructions on the applicable Contest's webpage to complete and submit the online entry form.

All entries are subject to verification at any time and for any reason. Fort Garry Hotel reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Fort Garry Hotel – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in the applicable Contest; (ii) for the

purposes of verifying the eligibility and/or legitimacy of any entry or other information entered (or purportedly entered) for the purposes of the applicable Contest; and/or (iii) for any other reason Fort Garry Hotel deems necessary, in its sole and absolute discretion, for the purposes of administering the applicable Contest in accordance with the General Contest Rules and, if provided, any further Contest-related instructions. Failure to provide such proof to the complete satisfaction of Fort Garry Hotel within the timeline specified by Fort Garry Hotel may result in disqualification in the sole and absolute discretion of Fort Garry Hotel. The sole determinant of the time for each Contest will be the applicable Fort Garry Hotel's official clock.

Prize Draw. For Contests where the winner is selected from entries received, a random draw for the prize(s) will take place by a Fort Garry Hotel representative from all eligible entries received during the applicable Contest period. The potential prize winner will be contacted using the information provided at the time of entry. In the event a potential prize winner cannot be contacted within two (2) business days after the draw, as determined by Fort Garry Hotel at its sole discretion, or if these General Contest Rules are not adhered to by a potential prize winner, such potential prize winner will be disqualified and will forfeit all rights to the applicable prize.

Awarding of Prize(s). Proof of identification must be provided upon request. In order to be declared a prize winner, each potential winner must first: (i) be verified as complying with these General Contest Rules (as determined by Fort Garry Hotel in its sole and absolute discretion); and (ii) sign and return within the time stipulated by Fort Garry Hotel, a full release and indemnity form ("Release Form") stating that, among other things, they agree to be available and to participate in publicity and/or promotions related to the Contest and/or Fort Garry Hotel, authorize Fort Garry Hotel to broadcast, publish, disseminate and otherwise use their name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation, beyond the awarding of or participation in the applicable prize, accept the applicable prize as offered and release Fort Garry Hotel from any and all liability of any kind relating to the Contest and their receipt and use or misuse of the applicable prize.

Odds of Winning. For Contests with online entries (including Contests where entry occurs via social media) or with text entries, the odds of winning will depend on the number of eligible entries received during the Contest period.

All decisions of Fort Garry Hotel with respect to any aspect of a Contest are final and binding on all entrants without right of appeal. Contests are subject to all applicable federal, provincial, and municipal laws and regulations. ANY ENTRANT DEEMED BY THE FORT GARRY HOTEL TO BE IN VIOLATION OF THESE GENERAL CONTEST RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE FORT GARRY HOTEL AT ANY TIME.

By entering a Contest, each entrant fully releases Fort Garry Hotel, its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other entity involved in the development, production, administration, or fulfillment of the applicable Contest from all liability of any kind relating to the Contest or such entrant's participation therein, including, without limitation, any liability related to: (i) any failure of the a website; (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 entry or other information to be received, captured or recorded 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 a Contest; and/or (v) any combination of the above.

Fort Garry Hotel reserves the right to cancel, modify or suspend a Contest or to amend these General Contest Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason, in the opinion of Fort Garry Hotel in its sole and absolute discretion, a Contest is not capable of running as originally planned, for example as a result of tampering, unauthorized intervention, fraud, technical failures, mechanical manipulation or any other causes beyond its control, including any automated, macro, script, robotic or other system(s) or programs to enter, Fort Garry Hotel reserves its right to amend, cancel or suspend the applicable Contest and/or conduct a random draw from all previously received eligible entries. Without limiting the generality of the foregoing, Fort Garry Hotel 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.

If it is discovered by Fort Garry Hotel (using any evidence or other information made available to or otherwise discovered by Fort Garry Hotel) that any person has attempted to: (i) exceed any of the limits stated in these Rules; and/or (ii) use multiple names, identities, social media accounts, telephone numbers, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then such person may be disqualified from the Contest in the sole and absolute discretion of Fort Garry Hotel.

By entering a Contest, each entrant consents to the collection, use and distribution of their personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by Fort Garry Hotel for the purposes of implementing, administering and fulfilling the applicable Contest. Fort Garry Hotel will not sell or transmit this information to third parties except for the purposes of administering the applicable Contest. Any inquiry concerning the personal information held by Fort Garry Hotel should be addressed to the applicable Station. This section does not limit any other consent(s) that an individual may provide Fort Garry Hotel or others in relation to the collection, use and/or disclosure of their personal information. Where a Contest can be entered via a Third-Party Service, you understand that any personal information you share with such Third-Party Service may also be used on that Third-Party Service as set out in that Third-Party Service's own privacy policy.

For greater certainty, each prize claimant consents to the use of their name, city of residence, likeness, comments, photograph, or voice, without further compensation, in any future publicity carried out by the Fort Garry Hotel in connection with the applicable Contest.

If the identity of an entrant is in dispute, the authorized account holder of the email submitted at the time of entry (if provided) will be deemed to be the entrant. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the e-mail address in question (if provided).

