



# Krombacher

## **KROMBACHER POURFECTION 2019 (the “Contest”)**

### **Rules for the International Facebook Contest for participants residing in the Province of Ontario, Canada (the “Rules”)**

**January-February 2019**

#### **1. Sponsor and Eligibility**

1.1 The Contest is sponsored by **Krombacher International GmbH**, Hagener Strasse 261, 57223 Kreuztal, Germany (hereafter ‘Krombacher’), who will award via the [Krombacher Facebook page](#) ‘Krombacher International’ a trip to Krombach, Germany, between April 26 and 28, 2019 as described in Section 4.1 of these Rules (the “Prize”) to a resident of Ontario, Canada, namely a person legally living in Ontario, Canada, and having a residential address in the Province of Ontario, Canada. A separate contest will be run simultaneously for residents of the Province of Quebec.

1.2 The Contest is not managed nor sponsored by Facebook. Any question, comments or complaints regarding the Contest must be directed to Krombacher and not Facebook. Facebook and its affiliates, directors, officers, agents and employees are not liable for any claims arising out of or in connection with the organization of this Contest. However, by participating in this Contest, each entrant agrees to abide by the terms and conditions of use, contracts, other policies and/or guidelines governing Facebook’s platforms and releases the Released Parties (as defined herein) from and against any damage that could arise from the use of these platforms.

1.3 The Contest will run from 00:00 a.m. Central European Time (local time) January 01, 2019 to 11:59:59 p.m (local time) February 28, 2019 (the “Contest Period”).

1.4 To enter and be eligible to win, entrants and participants must be legal residents of Ontario and at least twenty-five (25) years of age, or the legal drinking age in their province of residence, whichever is greater, as of the date of entry, and have a private Facebook account.

1.5 Employees of Krombacher, their parents, siblings and children, members of the jury of the Contest, employees of Krombacher’s agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors, promotional and advertising agencies and administrators, and people with whom such persons are domiciled, whether related or not, are not eligible to enter the Contest.



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1.6 Krombacher, in its sole and absolute discretion, reserves the right to determine if an entrant meets the eligibility criteria set out in these Rules. Krombacher reserves the right at any time to require proof of identity and/or eligibility (in a form acceptable to Krombacher) to enter or otherwise participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification.

## 2. How to Enter

### NO PURCHASE NECESSARY

2.1 To enter the Contest, proceed as follows during the Contest Period:

(a) Create a video (the “contribution”) in which you pour a Krombacher product in any way, subject to any restrictions set out in these Rules. You may use Krombacher draft beer, Krombacher bottled beer, or cans of Krombacher beer.

(b) Upload your video using the hashtags #Krombacher #Pourfection2019 and in the Pourfection 2019 application which is provided on the ‘Krombacher International’ Facebook page.

2.2 Within ten (15) days following the conclusion of Entry Period, Krombacher will select a potential winner from among all eligible entries based on the following criteria: quality (25%), originality (25%), consistency with Sponsor’s brand image (25%) and the number of Facebook “likes” received by Entrant’s Video Submission (25%). Potential winners will be contacted by Krombacher via a personal Facebook message and must meet all eligibility requirements. Potential winner shall be requested to reply to Krombacher within twenty-four (24) hours, indicating their first and last name, age, and full address. Krombacher will then provide further information and next steps.

2.3 By entering the Contest, you agree that the contribution submitted to Krombacher (such as text, images, video) will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to use the material and to grant Krombacher all of the license rights granted therein. In particular, you agree that persons who appear in the Contest video entry have consented to appear in the Contest contribution and to have their images used and published. Additionally, you agree that the materials submitted are neither contrary to public policy nor to public decency, and that no discriminatory, insulting, racist or otherwise offensive content is included. The decision as to whether content is offensive is at



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Krombacher's sole discretion. Entrants agree to hold Krombacher harmless from any third-party claims which may be asserted in the context of the materials submitted due to the infringement of third-party rights, in particular rights of privacy or ancillary copyrights. You further acknowledge that all materials submitted must be free from all viruses, worms, malware, other contaminants and any codes that could be used to access, modify, delete, corrupt, deteriorate, alter or damage any data, files, or other programs of Facebook or Krombacher and that you shall be held fully liable for any damages, direct and indirect, caused by any materials that are not free from same.

2.4 By uploading the contribution and using the hashtags #Krombacher #Pourfection2019, each entrant agrees to be bound by these Rules and the decisions of Krombacher.

2.5 All contributions must be received by 11:59:59 p.m. (local time) on February 28, 2018 ("Contest Closing Date") to be eligible to win the Prize.

2.8 Participation is limited to one (1) entry per person via a single Facebook account. Entrants may only use one Facebook account to enter. If it is discovered that you attempted to enter more than once, all your entries will be void.

2.9 Entries must comply with these Rules in order to be eligible. All entries that are damaged, cannot be viewed, or do not conform to or satisfy any condition of these Rules may be disqualified by Krombacher in its sole discretion.

2.10 Krombacher's computer servers are the official time-keeping device for this Contest. The time that a contribution is uploaded to the 'Krombacher International' Facebook page will be the time at which it is received by Krombacher's server as determined in accordance with the server's clock.

2.11 Any person entering this Contest or trying to do so by any means which go against the intention of or which are considered by Krombacher to be in abuse of these Rules and which would be unfair to the other participants will be automatically disqualified and Krombacher reserves the right to seek remedies and damages to the fullest extent permitted by law.

### **3. Publicity**

3.1 For advertising purposes, Krombacher may use, reproduce in whole or in part, distribute, publish and make public in print media, on the Internet and through any other medium, web-based or not, photographs and/or videos taken by employees or



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agents of Krombacher in the context of the Prize trip and related local events. By entering the Contest, entrants consent to the use and publication of their name, city of residence, occupation, any photograph, image, video image or other likenesses, any statements they make regarding the Contest, the Prize or Krombacher's products, as well as their Contest contribution (all of which may be adapted or edited by Krombacher for its purposes) by Krombacher and its representatives for advertising, publicity or informational purposes worldwide in perpetuity, in any medium or format, including on the Internet, on Krombacher's website, Twitter, Instagram and Facebook pages, without any form of compensation, benefit or notification for the purposes of holding, administering, and promoting the Contest and Krombacher's products. In particular, without limiting the foregoing, entrants agree that Krombacher is entitled to edit and adapt their contribution entry as may be necessary for their purposes, including adjusting material or publishing only excerpts thereof, or using quotations therefrom, or adjusting it for use in the appropriate medium or format.

## **4. Prize**

4.1 There is one (1) Prize to win in the Province of Ontario, consisting of a trip for one (1) person to Krombach, Germany, to attend various events hosted by Krombacher featuring prizewinners from around the world (the "Events"). The trip consists of one (1) return economy airfare ticket aboard a flight from the nearest major Canadian airport to the prizewinner's residence to Frankfurt Airport in Germany, three (3) nights' hotel accommodation in Siegen, Germany, in a standard room (based on single occupancy) including breakfast. The Prize includes all meals and ground transportation from and to the Events. The prizewinner must have a valid passport prior to ticketing and if required for the prizewinner to travel to Germany, a valid travel visa. These must be valid for at least six (6) months following the travel date. The prizewinner is responsible for ground transfers to and from the prizewinner's residence and the designated airport, optional travel insurance, items of a personal nature, and all other costs and expenses not being specifically stated as included in the Prize as described herein. Approximate retail value, as of 31<sup>st</sup> of December, 2018, of the Prize is \$ 5,000.00 (CAD) based on a Toronto Pearson International Airport departure. Actual retail value will vary and is dependent on factors such as the actual date of departure and the city of departure.

In addition to the main prize, there will also be runner-up prizes: Krombacher will be awarding a Krombacher USB stick to the first 100 entrants from Ontario.



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4.2 Potential winners will be contacted by Krombacher via a personal Facebook message and must meet all eligibility requirements. Potential winners shall be requested to reply to Krombacher, indicating their first and last name, age, and full address. Krombacher will then inform of the next steps. The main prizewinner will be named in a posting on the 'Krombacher International' Facebook page on the 22<sup>nd</sup> of March, 2019 and will remain posted for a minimum period of three (3) days. The odds of winning depend on the total number of eligible entries received by Krombacher by the Contest closing date and the number of visits to the 'Krombacher International' Facebook page.

4.3 To be declared a winner, the entrant must:

- (a) Respond to personal message sent by Krombacher by the person within seven (7) days after the posting and provide his/her full name, age, address, and contact information including postal address and email address. The entrant must reply in accordance with the instructions given in the personal message by Krombacher. If the prizewinner does not respond to Krombacher within seven (7) days following notification, he/she will forfeit all rights to the Prize. In the case of the return of an email notification or private message as undeliverable, Krombacher will have the discretion to disqualify the entrant's entry;
- (b) Correctly answer the mathematical skill-testing question that appears on the Declaration and Waiver form (the "Declaration Form") provided by Krombacher by email;
- (c) Sign the Declaration Form to the effect that he/she has fulfilled all the requirements of these Rules, and return it to Krombacher within seven (7) days of the date of Krombacher's notification; and
- (d) Upon request and in a timely manner, provide Krombacher with proof of identity and proof of residence in Ontario.

4.4 Failure to comply with any of the conditions mentioned in these Rules or to accept the Prize will cause the winning entrant to be disqualified. In such a case, Krombacher may, at its sole discretion, cancel the Prize. Alternatively, it may, in its sole discretion, proceed to a new selection until an entrant is selected and declared a winner. Such a new selection will be based on the entrant from Ontario having complied with all the conditions set out herein to other entrants from Ontario. If such entrant shall also be disqualified, this section again applies until Krombacher judges an entrant to be the winner or decides to cancel the Prize.

4.5 Upon receipt of the duly completed and signed Declaration Form, Krombacher will contact the prizewinner at the email address or telephone number provided in the



Declaration Form to arrange the flight to attend the Event and other details of the Prize.

4.6 The prizewinner will automatically, and without further notice being required from Krombacher, forfeit all rights to claim the Prize if Krombacher is unable to arrange the flight and other Prize details with the prizewinner within three (3) days after initially contacting the prizewinner.

4.7 The Prize must be accepted as awarded and cannot be sold, transferred to another person, substituted for another prize or otherwise exchanged in whole or in part, for cash. Any portion of the Prize that is unused will be forfeited. Travel must take place on the dates and times determined by Krombacher.

4.8 Krombacher reserves the right to substitute the Prize, in whole or in part, with a prize of equal or greater value. No credit or reimbursement will be provided if the Prize or substituted prize is not taken.

4.9 In no event shall Krombacher be required to award more prizes than indicated in these Contest Rules or to award a prize otherwise than in compliance with these Contest Rules.

4.10 Any costs or expenses incurred by a prizewinner in claiming or using the Prize, other than as set out herein, will be the responsibility of the prizewinner.

4.11 If there is, as a result of any error or any other reason, more potential prizewinners than contemplated in these Rules, Krombacher reserves the right to hold a random draw amongst all potential prizewinners to award the correct number of prizes, namely a single Prize as per these Rules.

## **5. Privacy Policy**

5.1 Krombacher respects your right to privacy. By entering this Contest, each entrant expressly consents to Krombacher, its agents and/or representatives, collecting, storing, sharing, and using the personal information submitted with each entrant's video entry and Declaration Form only for the purpose of administering the Contest, including contacting, announcing, and promoting the prizewinner as set out herein.

5.2 No other use will be made of entrants' personal information, with the exception of entrant who expressly indicated when completing the entry form or the Declaration Form that he/she wishes to receive more information about Krombacher and/or its



products. For greater clarity only, information referenced in section 3.1 hereof shall not be considered as personal information.

5.3 Entrants are entitled at any time to request information about which content will be stored about them and may at any time request deletion of that data by contacting [digital@krombacher.com](mailto:digital@krombacher.com) unless Krombacher must keep such information pursuant to a legal obligation.

## **6. Limitation of Liability**

By entering this Contest, entrants release and hold harmless Krombacher, any company or other legal entity controlled or affiliated to Krombacher, its advertising and promotional agencies, their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (the "Released Parties") from any liability or damage incurred by the entrant in connection with this Contest or the acceptance or use of the Prize.

## **7. Applicable law**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations as between one or more participants in the Contest and Krombacher in connection with the Contest shall be governed by and construed and interpreted in accordance with the internal laws of the Province of Ontario, Canada, including the procedural provisions of those laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause or bring about the application of any other jurisdiction's laws. All participants, entrants, Krombacher, and all other parties hereby attorn to the jurisdiction of the courts of the Province of Ontario, sitting in the City of Toronto, Ontario, in respect of the determination of any matter or dispute arising under or in respect of the Contest or these Rules and agree that any such determination shall be brought solely and exclusively before such courts in the Province of Ontario.

## **8. General Conditions**

8.1 All Contest contributions and Declaration Forms are subject to verification by Krombacher. Any contribution or Declaration Form which is, as the case may be, incomplete, illegible, fraudulent, submitted late, submitted from a false facebook account, bears an invalid email address or phone number, indicates an inaccurate first name or last name, an inaccurate or invalid address, or is otherwise noncompliant shall be rejected and will not entitle the entrant in question to an entry or to the Prize, as the



case may be. This shall include without limitation any attempt to artificially increase the number of 'likes' for your entry. If you are a potential winner, you are not the winner until the verification process is complete, and it is determined that you have complied with all terms of these Rules.

8.2 All contributions and Declaration Forms become the property of Krombacher. The Released Parties assume no responsibility for lost, stolen, delayed, damaged or misdirected entries or for any failure of the 'Krombacher International' Facebook page during the promotional period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received by Krombacher on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or by the transmission of any information related to participation in the Contest. Krombacher reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug or other cause beyond the reasonable control of Krombacher corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any Facebook page or website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Krombacher reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

8.3 Krombacher may, in its sole discretion, void any entry and/or withdraw, amend or terminate this Contest at any time for any reason without prior notice.

8.4 Any decision of Krombacher regarding any aspect of this Contest, including, without being limited to, the eligibility and/or disqualification of entry forms, shall be final and without appeal. Krombacher reserves the right to modify these Rules.

8.5 If a section of the Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.

8.6 The Contest is void where prohibited by law and is subject to all federal, provincial, territorial, and municipal laws and regulations.



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8.7 All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, drawings, illustrations, slogans and representations are owned by Krombacher and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

8.8 No communication or correspondence, including but not limited to questions about the Contest, will be exchanged with entrants, except with the prizewinners.

8.9 These Rules shall be binding upon the heirs, executors, administrators and personal representatives of the entrants.

8.10 In the event of any discrepancy or inconsistency between these Rules and disclosures or other statements contained in any Contest-related materials or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.