

ORIGINAL JOE'S, CAPTAIN MORGAN SPICED RUM #JOESMOS GIVEAWAY

Official Rules

NO PURCHASE NECESSARY.

1. Eligibility: Original Joe's, Captain Morgan Original Spiced Rum #JoesMos (the "Giveaway") is open only to residents of the ten (10) provinces and three (3) territories of Canada who are of legal drinking age in participating provinces. Employees of FranWorks Group of Companies Inc., Diageo plc and Phillips Distilling CO. and its franchisees, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Giveaway is subject to all applicable federal, provincial, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Diageo Canada Inc. 401 The West Mall, Suite 800 Etobicoke Ontario M9C 5P8; Original Joe's Franchise Group Inc., 7403 Macleod Trail SW, Calgary AB, T2H 0L8. **Administrator:** FranWorks Group of Companies, 7403 Macleod Trail SW, Calgary AB, T2H 0L8.

3. Timing: The Giveaway begins on November 1st, 2018 at 12:00 a.m. Mountain Time ("MT") and ends on November 30, 2018 at 11:59 p.m. MT (the "Promotion Period"). The Giveaway consists of four (4) weekly entry periods (each a "Weekly Entry Period") each beginning at Sunday 12:00 a.m. MT and ending at Saturday 11:59 p.m. MT, with the exception of the 4th week which will end on the Monday at 11:59 p.m. MT. Administrator's computer is the official time-keeping device for the Giveaway.

4. How to Enter: To enter this Promotion, you will need a Twitter account or an Instagram account. If you do not have a Twitter or Instagram account, visit www.twitter.com or www.instagram.com to create one; accounts are free. Twitter and Instagram's Terms of Service and Privacy Statement apply (<http://twitter.com/tos> and <http://instagram.com/about/legal/terms/>). Once you have created a Twitter or Instagram account, post an image with an Original Joe's moustache coaster, along with #JoesMos, and you will receive one (1) Giveaway entry. Re-tweets and duplicate images are excluded and will not be considered eligible entries. If the image contains material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous, as determined by Administrator in its sole discretion, the entrant may be disqualified. By uploading your photo, you agree that your photo conforms to the Photo Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Administrator, in its sole discretion, may remove your photo and disqualify you from the Giveaway if it believes that your photo fails to conform to the Guidelines and Restrictions.

Photo Guidelines:

The Submission must be submitted via Twitter or Instagram;

The Submission must be tagged with the hashtag #JoesMos; and

The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;

The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the Contest;

The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;

The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;

The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and

The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Limit:

You may enter five (5) times per day during the Weekly Entry Period. Multiple entrants are not permitted to share the same Twitter or Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter or Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Twitter or Instagram account, the authorized account holder of the email address used to register at Twitter.com will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

5. Prize Drawings: Administrator decisions as to the administration and operation of the Giveaway and the selection of the potential winners are final and binding in all matters related to the Giveaway. Administrator will select the potential Giveaway winner from all eligible entries received during each Weekly Entry Period, on or around the following business day. Non-winning entries will not carry over into subsequent Weekly Entry Period drawings, but will carry over into Grand Prize drawing. Grand Prize winner will be awarded within one week after Giveaway ends. Each potential winner will receive a direct message from @originaljoes to the Account used to enter the Giveaway. In order to receive the message, your "Tweet Privacy" or "Instagram Privacy" Account setting must be "unchecked." Each potential winner must respond to the message from @originaljoes within two (2) days of the date the message was posted, and will be directed to email the Administrator details including the first and last name, mailing address, Twitter or Instagram account username and email address, or prize will be forfeited. Once this information is received, the potential winner will receive an email notification from Administrator. If a potential winner of any prize cannot be contacted, fails to respond to the message from @originaljoes within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Administrator will award the applicable prize to an alternate winner by drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Grand Prize will be fulfilled after the conclusion of the Giveaway.

6. Prizes: One (1) GRAND PRIZE: Trip for 2. Awarded as a trip voucher. Approximate Retail Value ("ARV"): \$2,500. Eight (8) WEEKLY PRIZES: Two (2) Original Joe's Gift Cards each week. ARV: \$50. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: Two (2) prizes per person.

7. Release: By submitting an entry and/or receipt of any prize, winners agree to release and hold harmless FranWorks Group of Companies Inc. and its franchisees, and their parent and affiliate companies and Diageo plc and Phillips Distilling CO. and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, invasion of privacy or infringement of property or proprietary rights, arising out of participation in the Giveaway or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Giveaway constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and province for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused

by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually. Administrator will have final say.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy

<http://www.originaljoes.ca/content/privacy-policy>

<https://www.phillipsdistilling.com/privacy/>

https://footer.diageohorizon.com/dfs/assets/www.captainmorgan.com/PrivacyPolicy_en.html?locale=en-ca.

By entering the Promotion, you agree to the collection and usage of your personal information in accordance with the terms of the privacy policies set forth herein, and you acknowledge that you have read and accepted such privacy policies.