

Ultimate Flying Ride Experience at FlyOver Canada
HowlOver Sweepstakes | October 6 – October 31, 2023 | Brewster Inc.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

HowlOver Sweepstakes (the "Sweepstakes") is open to British Columbian residents who are at least eighteen (18) years old at the time of entry. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Sponsor reserves the right to request any documents necessary to verify eligibility.

Officers, directors, managers, and employees of Brewster Inc. (the "Sponsor"), and each of its respective parents, subsidiaries, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes, are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister in-law, brother or brother in-law.

2. Sponsor

The Sweepstakes is sponsored by Brewster Inc.

3. Agreement to Official Rules

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Sweepstakes Period

The Sweepstakes begins on October 6 2023 at 12:00PM Pacific Time ("PT") and ends on October 31, 2023 at 9:00 PST (the "Sweepstakes Period").

5. How to Enter

Fill out the online Sweepstakes entry form. Only one entry per person.

6. Sweepstakes Prize(s)

Four (4) winners will receive 4 tickets each to FlyOver Canada for a single ride admission, a souvenir photo and food and beverage package (1 food and beverage item per person) at the Flying Whale Waterfront Cafe.

No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize for one of equal or greater value. The retail value of the Sweepstakes prize approximately CAD \$250. Winners are responsible for all taxes and fees associated with prize receipt and/or use. The tickets must be used by December 31, 2023.

7. Winner Selection

On November 1, 2023 at 12:00 PST, the Sponsor will select the winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via email or telephone on or about November 1, 2023. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries. When notifying the winner(s), the sponsor will provide instructions on how to claim the prize.

8. Release

The potential winner must continue to comply with the Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor may select an alternate winner in a random drawing from among all remaining eligible entries, up to 3 alternates, if time permits. If all potential alternate winners are disqualified for a prize, no further drawings will take place and that prize will not be awarded.

By receipt of any prize, winner agrees to release and hold harmless Sponsor and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9. Publicity

Except where prohibited, by accepting a prize, the winner consents to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further notice, payment or consideration.

10. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment and/or after such time, if appropriate or by some other means deemed by Sponsor in its sole discretion to be fair, appropriate and consistent with the spirit of these Official Rules. 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 Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or to be attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, misappropriation, infringement or any other unfair or disruptive playing practices/poor sportsmanship, or intending to annoy, abuse, threaten or harass any other entrants, person, entity, or Sponsor representatives. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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.

11. Use of Data.

Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.pursuitcollection.com/privacy-policy/>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

12. 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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 Sweepstakes 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 Sweepstakes entry, if possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 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 random drawing among all legitimate, un-awarded, eligible prize claims. Sponsor shall have no liability for and any Sweepstakes entry, winner notification, or promotional material will be automatically void if it is determined to be a mass entry or electronically reproduced, forged, altered or tampered with in any way, or if it contains programming, printing, typographical or other errors, incorrect or inaccurate information, or if it is obtained outside authorized channels.

13. Disputes

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or

connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in British Columbia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Province of British Columbia, without giving effect to any choice of law or conflict of law rules (whether of the Province of British Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of British Columbia.