

LONG & MCQUADE CONTEST RULES FOR *ELVIS* CONTEST

1. ELIGIBILITY.

To be eligible to enter this Contest, an individual must:

(a) be a legal resident of Canada, and the age of majority in their province or territory at time of entry

Employees, officers and agents of Long & McQuade Musical Instruments (the “Sponsor”) and its sister companies, Yorkville Sound and Long Holdings, Warner Bros. Entertainment Canada Inc. (“**Warner Bros.**”), and each of their respective affiliates, subsidiaries, advertising and promotional agencies, and the household members or immediate family of any of the above, are not eligible to participate in the Contest. In these Contest Rules, “immediate family” means husband, wife, spouse, mother, father, brothers, sisters, sons and daughters, whether or not they reside in the same household. This Contest is void where prohibited by law. Sponsor reserves the right (subject to the approval of the Régie des alcools, des courses et des jeux in Quebec) to cancel or suspend this Contest in the event of any accident, or administrative or other error of any kind.

Warner Bros. and its parent, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Contest. By entering this Contest, you agree to completely release Warner Bros. and its parent, affiliates and subsidiaries from any liability.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contests must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

2. CONTEST PERIOD.

The Contest will start at 12:01am ET on June 17 and closes at 11:59pm ET on July 3 (“Contest Period”). The Contest will start with an announcement announced on Social Media Channels and on www.long-mcquade.com (the “Contest Website”)

3. HOW TO ENTER.

(a) There is no purchase necessary to enter a Contest. Entrants must email ElvisContest@long-mcquade.com, and include their full name, closest Long & McQuade store, mailing address and telephone number. Entries must be received prior to the end of the applicable Contest Period to be eligible for entry.

(b) Limit of one (1) entry per person throughout the Contest Period, unless otherwise stated. In the case of multiple entries, only the first eligible entry will be considered and the remainder will be void.

(c) All entries become the sole property of the Sponsor and will not be returned for any reason. Entries must be received prior to the indicated Contest Period entry deadline. Entries will be

declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected as a potential Contest winner.

(d) Entries shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purposes of these Contest Rules, “authorized account holder” of an e-mail address 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 responsible for assigning e-mail addresses,. Each selected entrant may be required to provide Long & McQuade with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

4. PRIZES.

(a) There are six prizes available. The one (1) Grand Prize consists of one limited edition Epiphone Songmaker *ELVIS* acoustic guitar, a \$100 Long & McQuade Gift Card, a pair of Cineplex Promo Codes to see the motion picture *ELVIS* in theatres, and a vinyl copy of the official film soundtrack.

Five (5) Secondary Prizes are available, each consisting of a pair of Cineplex Promo Codes to see the motion picture *ELVIS* in theatres, and a vinyl copy of the film’s official soundtrack.

The Grand Prize has an approximate retail value of \$979.98 Canadian Dollars (CAD\$979.98). Each Secondary Prize has an approximate retail value of \$104.98 Canadian Dollars (CAD \$104.98) Winners shall not be entitled to receive the difference between the actual prize value and the approximate prize value.

Cineplex promotional Codes (“promocode”) are subject to the following terms and conditions: The promocode offer is available for redemption online. Offer valid for all performances of *ELVIS* only, including but not limited to 3D, UltraAVX®, D-BOX, Prime Seats and VIP admission (legal drinking age only), up to \$29.99. Any cost beyond \$29.99 is the purchaser’s responsibility. If the cost of the ticket is less than \$29.99, the balance will not be carried over to another transaction. SCENE® points are not issued on free admission tickets. Tickets for particular theatres/movies are subject to availability. Offer expires August 24, 2022 and may be revoked, terminated, cancelled, or modified at any time without notice. This offer cannot be combined with any other promotion, coupon or discount, and is not valid on past purchases, transferable to any other film, redeemable for cash or credit, or valid for re-sale. Limit of one (1) offer per transaction. ADDITIONAL RESTRICTIONS MAY APPLY. NO SUBSTITUTIONS.

(b) Confirmed winners will be contacted by the Sponsor with instructions on how to claim the prize.

(c) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a prize will be forfeited and have no cash value. The Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.

(d) The Sponsor shall not assume any liability for lost, damaged or misdirected prizes.

5. PRIZE CONDITIONS.

(a) All incidental costs and expenses not specifically referred to herein as part of the prize description (the “Expenses”) are the sole responsibility of the prize winner and/or guest(s), where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from the Sponsor.

6. WINNER SELECTION.

(a) By July 8, 2022 at 12:00 pm ET in Pickering, Ontario , the Sponsor will select six (6) entrants by a random draw from all eligible entries received during the Contest Period. The first entrant selected will be eligible to win the Grand Prize and the next five selected entrants will be eligible to win a Secondary Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received for the Contest. Any remaining entries will not be carried over for entry in the next Contest of the Sponsor.

(b) Before being declared a winner, each selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with these Contest Rules and may be required to sign and return the Release (described below).

(c) If the selected entrant does not respond within forty-eight hours (48) of notification (unless otherwise indicated), he/she will be disqualified and will not receive a prize and another entrant may be selected (as determined by Sponsor in its sole discretion) until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant’s response.

(d) If, as a result of an error relating to the entry process, drawing or any other aspect of a Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants to award the correct number of prizes.

7. RELEASE.

Winners may be required to execute a legal agreement and release (“Release”) that confirms his or her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of the Sponsor, Yorkville Sound and Long Holdings, Warner Bros., and each of their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “Releasees”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the unrestricted right to produce, reproduce, convert,

publish, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt, and otherwise use his or her name, image, likeness, comments, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or verification as a winner, or the selected individual will be disqualified and any rights he or she may have to the prize will be forfeited.

8. INDEMNIFICATION BY ENTRANT.

By entering a Contest, each entrant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrants or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the Contest, any breach of the Contest Rules, or in any prize-related activity. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

9. LIMITATION OF LIABILITY.

The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsor is not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest Website.

11. CONDUCT.

By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any the

Sponsor's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. If applicable, winners (and guests, if applicable) must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. The Sponsor reserves the right to remove from any prize-related locations, any winner and/or guest who breaks such rules and/or fails to behave appropriately and to disqualify such winner and/or guest.

12. PRIVACY / USE OF PERSONAL INFORMATION.

(a) By participating in the Contest, each entrant: (i) grants to the Sponsor the right to use his/her personal information provided when he/she enters the Contest (the "Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the winners and coordinating the provision of the Contest prize; (ii) grants to the Sponsor the right to use his/her Personal Information and photo for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) and/or (ii) above.

(b) Sponsor will use each entrant's Personal Information only for identified purposes, and protect each entrant's Personal Information in a manner that is consistent with the Long & McQuade Privacy Policy at: https://www.long-mcquade.com/privacy_policy/.

13. INTELLECTUAL PROPERTY.

All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or their affiliates, or are subject to a licence. 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.

14. TERMINATION.

Sponsor reserves the right, in its sole discretion (subject to the approval of the Régie des alcools, des courses et des jeux in Quebec), to terminate any Contest, in whole or in part, and/or modify, amend or suspend a Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

15. LAW.

These are the official Contest Rules. The Contests are subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change (subject to the approval of the Régie des alcools, des courses et des jeux in Quebec) without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other

entity having jurisdiction over the Sponsors and/or the Contests. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with laws of Ontario and the laws of Canada applicable therein including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. FOR QUEBEC RESIDENTS: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purposes of helping the parties reach settlement.

16. LANGUAGE DISCREPANCY.

In the event of any discrepancy or inconsistency between the terms and conditions of the English version of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the French version of these Contest Rules, Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the English version of these Contest Rules shall prevail, govern and control.

17. SOCIAL MEDIA.

This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook, Instagram, TikTok and/or Twitter. Any personal information provided in connection with the Contest is being provided to Long & McQuade and not to Facebook, Instagram, TikTok and/or Twitter. Any questions or comments regarding a Contest must be directed to Long & McQuade and not to any of the social media platforms on which the Contest may have been advertised or administered.