

KELSEYS BURGER LTO CONTEST (2020)

Burgers For A Year Contest

OFFICIAL CONTEST RULES & REGULATIONS

1. GENERAL. The Kelseys Burger LTO Contest (the “**Contest**”) is intended for legal residents of Ontario, New Brunswick and Newfoundland only. No purchase necessary. By entering, you acknowledge that you have read, understand and will comply with the following rules (the “**Official Rules**”) in their entirety, which Official Rules are final and binding on all matters pertaining to the Contest.

2. CONTEST DATE. The Contest will run from August 10, 2020 to October 25, 2020 (the “**Contest Period**”), after which time the Contest will be closed and no further entries will be accepted.

3. ELIGIBILITY. This Contest is sponsored by Kelseys, a division of Recipe Unlimited Corporation (“**Kelseys**”) and is open to legal residents of Ontario, New Brunswick and Newfoundland, of the age of majority in their province of residence, except franchisees, employees (whether Kelseys or its franchisees’), representatives or agents (and those with whom such persons are domiciled, whether related or not) of Kelseys, its parent company, subsidiaries, affiliates and related companies, as well as Head Office employees and their respective advertising and promotion agencies, suppliers and the independent judging organization (collectively, the “**Promotion Parties**”). The information you provide will only be used for the administration of this Contest and in accordance with Kelseys privacy policy <http://www.kelseys.ca/privacy.php>.

4. HOW TO ENTER, PLAY and WIN.

a. How to Enter & Play.

Online Entries – To enter, go to www.kelseys.ca and click on “Burger Fest Recipe Contest” during the Contest Period and complete the registration in its entirety (each an “**Online Entry**”). The instructions provided must be complete for the Online Entry to be valid. Entrants (as defined below) must have an active e-mail address in order to qualify. Entrants are permitted to enter the Contest multiple times during the Contest Period.

Mail In Entries – Provided that you are eligible to enter the Contest as per rule 3 above, mail a plain piece of paper with your full name, address, phone number and e-mail address and a unique and original essay of minimum 100 words (each a “**Mail In Entry**”) setting out: (A) What your favorite burger is, and (B) your favourite Kelsey’s restaurant location to: “Kelseys Burger Fest Recipe Contest”, Recipe Unlimited Corporation, 199 Four Valley Drive, Vaughan, Ontario L4K 0B8, Attention: Kelseys Marketing Department. Each eligible Mail In Entry must be in a separate envelope with sufficient postage, postmarked during the Contest Period, received prior to the Draw Date and received in accordance with these Official Rules.

Individuals who submit valid Online Entries and/or Mail In Entries (collectively the “**Entries**” and each an “**Entry**”) are hereinafter referred to as an “**Entrant**”. Your Entry will be rejected if (in the sole and absolute discretion of Kelseys) the Entry is not fully completed and submitted during the

Contest Period. Use (or attempted use) of any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by Kelseys. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

All Entries are subject to verification at any time for any reason. Kelseys reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Kelseys – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of Kelseys in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Online Entry in this Contest will be the Contest server machine(s).

All Entrants agree to the use of his/her name, address, voice, statements about the Contest, Kelseys, or Recipe Unlimited Corporation and/or photographs or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Promotion Parties in any manner whatsoever, including print, broadcast or the internet.

b. Prize Draw and Winner Selection.

There will be a random draw on October 26, 2020, (the “**Draw Date**”), in Vaughan, Ontario. One (1) of the eligible Entries will be selected by random draw from among all eligible Entries received during the Contest period (the “**Selected Entrant**”).

Immediately following the Draw Date, Kelseys or its designated representative will contact the Selected Entrant by phone and/or email. If the Selected Entrant is unable to be contacted after 3 attempts, he or she forfeits being an eligible Prize winner and another of the Entries may, at the sole discretion of Kelseys, be selected, in which case the provisions of this section shall apply to such new Selected Entrant. The Selected Entrant must correctly answer a mathematical skill-testing question without assistance and otherwise be in compliance with the Official Rules in order to be declared the Prize winner.

5. ODDS OF WINNING. The odds of winning a Prize depend on the number of eligible Entries participating in the Contest.

6. PRIZE DESCRIPTION.

There is one (1) prize available to be won, consisting of a Kelseys burger (selected from Kelseys standard menu items and excluding the build your own burger and limited time feature menu items), each month for a year, awarded in the form of an Ultimate Dining Card, with a total approximate retail value of \$200 CAD (the “**Prize**”).

Kelseys is not responsible for providing any replacement for any unavailable component of the Prize. Kelseys makes no express or implied warranties or conditions of any kind with respect to safety, appearance or performance of the Prize or activity offered. The Prize must be accepted as awarded and is non-transferable and non-redeemable for cash. No substitutions, except by Kelseys, who

reserves the right to substitute a Prize or any portion of the Prize with a prize of equal or greater value. Upon the sole discretion of Kelseys, a forfeited Prize may be allocated to another eligible Entrant.

7. COMPLETION OF PRIZE CLAIM. The Prize winner will be required to sign and return a declaration of eligibility and compliance with the Official Rules, a liability release releasing the Promotion Parties from any liability occurring as a result of a Prize being awarded and used and, where lawful, a publicity consent (collectively, a “**Declaration**”) before any prize is awarded. Failure to comply with the Official Rules may result in disqualification and potential selection of an alternate eligible winner. Selected Entrants will not be confirmed as winners unless the Entrant has complied with all of the Official Rules and correctly answered a mathematical skill-testing question without assistance. Any prize notification returned as undeliverable or any determination that any selected Entrant is ineligible, may result in disqualification and potential selection of an alternate eligible winner. The Promotion Parties will have no liability or responsibility for any claim arising in connection with participation in this Contest or any prize awarded. By accepting a prize, each Entrant agrees to the use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Promotion Parties in any manner whatsoever, including print, broadcast or the internet.

8. AWARDING OF PRIZES. Kelseys is not responsible for and shall not be liable for unsuccessful efforts to notify winner(s). Use of a prize or any portion thereof, for a Contest or re-sale is strictly prohibited. No substitution of prizes will be permitted, except by Kelseys who may substitute a prize or any portion of a prize with a prize of equal or greater value at their sole discretion. Kelseys obligation to the winner(s) is limited to the prizes specified above.

9. RELEASE. By entering the Contest and/or accepting a prize, each Entrant, and/or winner agree to release and hold harmless Kelseys, its parent company, subsidiaries, affiliates, directors, officers, employees, franchisees and agencies (the “**Releasees**”) from any liability whatsoever and waive any and all causes of action, for any claims, costs, injuries, losses or damages of any kind arising out of, or in connection with, the Contest or acceptance, possession, or use of a prize (including without limitation claims, costs, injuries, losses or damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. The Promotion Parties and their officers, directors, affiliates, related entities, partners, partnerships, principals, representatives, agents, licensees, successors and assigns: (i) make no warranty, guaranty or representation of any kind concerning any prize; and (ii) disclaim any implied warranty.

10. ERRORS & DAMAGE. Kelseys is not responsible for typographical or other errors in the offer or administration of this Contest, including, but not limited to, errors in advertising, the Official Rules, the selection and announcement of the winner(s), or the distribution of any prize. Kelseys reserves the right at their sole discretion to disqualify any individual who is found (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Official Rules; or (iii) to be acting in an un-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

11. LIMITATIONS OF LIABILITY. The Promotion Parties are not responsible for late, lost, incomplete, irregular, or misdirected entries, email or for any computer, online, telephone or technical malfunctions or human errors that may occur. If for any reason, the Contest is not capable of running as planned, or more prizes are awarded than planned, including due to a computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, Kelseys may cancel, terminate, modify or suspend the Contest. Entrants further agree to release the Promotion Parties from any liability resulting from, or related to participation in the Contest or the awarding or use of a prize. Kelseys reserves the right to terminate or withdraw this Contest at any time.

Kelseys reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes and/or other Contest mechanics stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any Entrant with these Official Rules, or as a result of problems, or in light of any other circumstances which, in the opinion of Kelseys, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Rules, or for any other reason.

12. RIGHT TO TERMINATE, SUSPEND OR AMEND. Kelseys reserves the right to withdraw, suspend or amend this Contest (or, amend these Official Rules) in any way, in the event of any cause beyond the reasonable control of Kelseys that interferes with the proper conduct of this Contest as contemplated by these Official Rules, including, without limitation, any error, problem, computer virus, bug, tampering, unauthorized intervention, fraud, or failure. Any attempt to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, Kelseys reserves the right to seek remedies and damages to the fullest extent permitted by law. Kelseys reserves the right, at its sole discretion, to disqualify from this Contest and any future contest, sweepstakes or other promotion conducted by Kelseys, any individual that it finds or believes to be tampering with the prize claim process or the operation of the Contest; to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Kelseys reserves the right to cancel, suspend or amend this Contest, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, Kelseys 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.

13. PERSONAL INFORMATION. By participating in this Contest, the eligible Entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest in accordance with Kelseys Privacy Policy. Personal information will not otherwise be used or disclosed without consent. This section does not limit any other consent(s) that an individual may provide Kelseys or others in relation to the collection, use and/or disclosure of their personal information.

Kelseys is collecting personal data about the eligible winner only for the purposes of administering this Contest. No further informational or marketing communications will be received by Entrants, unless the Entrant provides Kelseys with explicit permission to do so.

14. GOVERNING LAW. This Contest and the Official Rules are governed by and to be construed under the laws of the Province of Ontario, Canada.

15. SUBJECT TO APPLICABLE LAWS. The Contest is subject to these complete Official Rules and all applicable federal, provincial and local laws and regulations. By participating in the Contest, you acknowledge that you have read the Official Rules and agree to abide by their terms and by the decisions of Kelseys, which are final and binding on all matters pertaining to the Contest. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.

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

IMPORTANT NOTE: Kelseys will not involve itself in, and the Releasees accept no obligation or liability in respect of, any dispute regarding the identity of the rightful selected Entrant. In any such case, Kelseys reserves the right to take whatever action it deems appropriate based on the circumstances and/or to comply with applicable law.