

KELSEYS ROADHOUSE FEST CONTEST (2019)
ULTIMATE CANADIAN ROAD TRIP - Trip to
Montreal, Quebec or Calgary, Alberta
OFFICIAL CONTEST RULES & REGULATIONS

- 1. GENERAL.** The Kelseys Roadhouse Fest 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 PERIOD.** The Contest will run from September 9, 2019 at 12:01 a.m. EST to October 20, 2019 at 11:59.59 p.m. EST (the “**Contest Period**”).

- 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 age 19 and older, 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.**

Online Entries – To enter, go to www.kelseys.ca and click on “Roadhouse Fest Contest”. You will be required to complete the registration in its entirety and have an active e-mail address in order to qualify. The instructions provided must be fully completed for the entry (the “**Entry**”) to be valid.

There is a limit of one (1) Entry per person permitted during the Contest Period. For greater certainty, you can only use one (1) email address to enter the Contest. If it is discovered that any person has attempted to: (i) obtain more than one (1) Entry per person/email address during the Contest Period; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address to enter the Contest; then (in the sole and absolute discretion of Kelseys) he/she may be disqualified from the Contest and all of his/her entries voided. Your Entry will be rejected if (in the sole and absolute discretion of Kelseys): (i) the Entry Form is not fully completed with all required information and submitted during the Contest Period; and/or (ii) your entry does not conform to the specific submission requirements listed below. Use (or attempted use) of multiple names, identities, email addresses and/or 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).

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 setting out: (A) why you should win the Prize (as defined below), and (B) your favourite Kelsey's restaurant location to: "Kelseys Roadhouse Fest 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 Rules. There is a limit of one (1) no purchase entry per person for the Contest, as determined by Kelseys in its sole and absolute discretion.

Individuals who submit Entries and/or No Purchase Entries are hereinafter referred to an "Entrant" and the submissions as "Entries".

To be eligible, all Entries must be received within the Contest Period. All eligible Entries received during the Contest Period will be entered into a random prize draw as provided below. Entries will be rejected if (in the sole and absolute discretion of Kelseys) the Entries are not fully completed and submitted during the Contest Period in accordance with these Rules. Use (or attempted use) of multiple names, identities, email addresses and/or any automated, macro, script, robotic or other systems(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 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 Entry in this Contest will be the Contest server machine(s).

Random Prize Draw and Winner Selection - There will be a random draw on October 25, 2019 at approximately 4:30 p.m. EST (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 the eligible Prize winner and another of the Entries may, at the sole discretion of Kelseys, be selected. 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 the Prize depends on the number of eligible Entries received during the Contest Period.

6. PRIZE DESCRIPTION.

The “**Prize**” is a trip for two (2) to the Ultimate Canadian Road Trip. The Prize includes: (i) a trip for two (2) people (one (1) contest winner and one (1) travel companion) to one (1) of two (2) destinations to Montreal, Quebec or Calgary, Alberta. Option #1) Montreal, Quebec which includes (ii) return airfare from closest international airport to winner’s home; (iii) airport transfers in Montreal, Quebec to/from airport and hotel; (iv) two (2) nights hotel accommodation (based on double occupancy at a hotel selected by Kelseys); (v) two (2) tickets to a hockey game; and (vi) \$500.00 CDN spending money. Approximate retail value is \$2,500 CDN based on Toronto departure. Dates of travel will be selected by Kelseys. Option #2) Calgary, Alberta which includes (ii) return airfare from closest international airport to winner’s home; (iii) airport transfers in Calgary, Alberta to/from airport and hotel; (iv) two (2) nights hotel accommodation (based on double occupancy at a hotel selected by Kelseys); (v) two (2) tickets to the Calgary Stampede; and (vi) \$500.00 CDN spending money. Approximate retail value is \$2,500 CDN based on Toronto departure. Dates of travel will be between July 3 -12, 2020 (subject to change by Kelseys). Agenda details and dates of travel are subject to change by suppliers and at the discretion of Kelseys. The Prize is not transferrable, and not redeemable in whole or in part for cash. Contest winner and companion must be minimum age 19, and each must be a legal resident of Ontario, New Brunswick or Newfoundland. Contest winner and companion must be eligible to travel on dates selected by Kelseys or forfeit the Prize. Alcohol is not part of the Prize. Contest winner and companion must acknowledge that all other expenses not outlined herein are their own responsibility, including but not limited to additional transportation, communication (cell phone, data, wifi), valid travel documentation, food and beverage, and personal charges.

Prizing – General. 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 the Prize or any portion of the Prize with a prize of equal or greater value. Where applicable, the winner and his/her guest must have the identical travel itinerary and the winner’s guest must be the same person for the duration of the trip. All travel arrangements will be made by Kelseys and are subject to flight and space availability and blackout dates. Once the tickets are issued, the names of the travelers cannot be changed. The winner and guest are solely responsible for obtaining any required travel documents. The right to the Prize will be forfeited if, as applicable, (a) for any reason, the winner or travel companion does not have appropriate travel documentation; or (b) the winner cannot or does not wish to travel during the specified period. Upon the sole discretion of Kelseys, a forfeited Prize may be allocated to another eligible Entrant. In the event the Prize (or any part of the Prize or related event), is postponed, cancelled or otherwise unavailable for any reason, the balance of the Prize may be awarded in full satisfaction of that prize and

Kelseys is not responsible for providing any replacement for the postponed, cancelled or unavailable component. Any unused portion of the Prize is forfeited and has no cash value.

7. COMPLETION OF PRIZE CLAIM. Prize winners 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. A Selected Entrant will not be confirmed as a winner 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 Selected 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 prize 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.

The Releasees will not be liable for: (i) any failure of the website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant’s or any other person’s computer or other device

related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email address (for online entries) or the authorized account holder of the telephone number (for mail in entries) submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet or online service provider, or assigned a telephone number by a phone service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address or assigning phone numbers associated with the submitted telephone number. An Entrant may be required to provide proof (in a form acceptable to Kelseys – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address or telephone number associated with the selected Entry.

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, all Entrants consents 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 Entrants 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.