

## **KELSEYS MOLSON CANADIAN ADVENTURE GIVEAWAY OFFICIAL CONTEST RULES & REGULATIONS**

**1. GENERAL.** The Kelseys Molson Canadian Adventure Giveaway (the “**Contest**”) is intended for legal residents of Canada, excluding Quebec. 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 begins on November 15, 2021 at 12:01 a.m. EST and ends on February 28, 2021 at 11:59:59 p.m. EST (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 (the “**Sponsor**”) and is open to legal residents of Canada, excluding Quebec, of the age of majority in their province/territory of residence, except franchisees, employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, 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 the Sponsor’s privacy policy (the “**Privacy Policy**”), which can be found at <https://www.recipeunlimited.com/en/privacy.html>.

### **4. HOW TO ENTER, PLAY and WIN.**

- a. Online Entry – No Purchase Necessary.** To enter, go to [www.kelseys.ca](http://www.kelseys.ca) during the Contest Period and complete the form (the “**Entry Form**”) in its entirety (an “**Online Entry**”). All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. You must have an active e-mail address in order to qualify. There is a limit of one (1) Online Entry per person/e-mail address permitted during the Contest Period.
- b. Email Entry - No Purchase Necessary.** To enter, provided that an entrant is eligible to enter the Contest as per rule 3 above, send an email to [dricco@recipeunlimited.com](mailto:dricco@recipeunlimited.com) containing your full name, telephone number and a unique and original essay of a minimum of 50 words (an “**E-mail Entry**”), explaining what your favourite Kelseys meal is and what restaurant location you visit the most. There is a limit of one (1) E-mail Entry per person/e-mail address and per unique and original Essay, as determined by the Sponsor in its sole discretion. You must have an active e-mail address in order to qualify.
- c. In Restaurant Entry - No Purchase Necessary.** To enter, provided that an entrant is eligible to enter the Contest as per rule 3 above, scan the QR code listed on a banner, poster or postcard within a Kelseys restaurant and enter your information (an “**In Restaurant Entry**”). There is a limit of one (1) In Restaurant Entry per person/e-mail address, as

determined by the Sponsor in its sole discretion. You must have an active e-mail address in order to qualify.

Individuals who submit a valid Online Entry, Email Entry, or In Restaurant Entry (collectively the “**Entries**” and each an “**Entry**”) are hereinafter referred to as an “**Entrant**”. For greater certainty, you can only use one (1) e-mail address to enter the Contest. If it is discovered that any person has attempted to: (i) obtain more than one (1) Online Entry, Email Entry, or In Restaurant Entry per person/e-mail address during the Contest Period; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) e-mail address to enter the Contest; then (in the sole and absolute discretion of the Sponsor) 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 the Sponsor): (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 above. Use (or attempted use) of multiple names, identities, e-mail 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 the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible entries (all of which are void).

All Entrants agree 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.

- d. How to Win the Prize.** There is one (1) prize available to be won through a random draw from all eligible Entries received during the Contest Period (the “**Draw**”). Following the Contest Period, all potential winners (each a “**Selected Entrant**”) will be chosen by Draw from all of the Entries received during the Contest Period.

Any Selected Entrant will be contacted by email following the Contest Period. If a Selected Entrant is unable to be contacted after 3 attempts, he or she forfeits being an eligible prize winner and another Entrant may, at the sole discretion of the Sponsor, be selected.

Selected Entrants must correctly answer a mathematical skill-testing question without assistance and otherwise be in compliance with the Official Rules in order to be declared a prize winner. If a Selected Entrant does not meet all the eligibility criteria set out in the Official Rules, he/she will be disqualified and will not receive a prize and another Entrant may, at the sole discretion of the Sponsor, be selected.

- 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 1\* prize available to be won. Prize consists of travel vouchers, experience vouchers, food per diem and accommodation up to a total of \$10,000.00 CAD. Approximate value: \$10,000.00 CAD (the “Prize”)

Prize will be delivered to the winner's residence within [24] weeks of being declared a winner. Prize may not be exactly as shown in promotional materials. Prize is not transferable or assignable and must be accepted as awarded with no substitutions in cash or otherwise, except at Sponsor’s sole discretion. Sponsor reserves the right, in their sole discretion to substitute a Prize of equivalent monetary value, if a Prize or any part of the Prize, cannot be awarded as described for any reason. The prize must be accepted as awarded and is non-transferable and non-redeemable for cash. The Releasees (as defined below) will not be responsible, however, if weather conditions, event cancellations, or other factors beyond Sponsor’s reasonable control prevent a Prize or any part of a Prize from being fulfilled. In any such event, the winner will not be provided with a substitute Prize or cash equivalent. Prize will only be released to the verified winner. Return of any Prize/Prize notification as undeliverable may result in disqualification and selection of an alternate eligible winner.

**7. COMPLETION OF PRIZE CLAIM.** Each 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 at the Sponsor’s sole discretion. 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.** The Sponsor is not responsible for and shall not be liable for unsuccessful efforts to notify the winner. 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 the Sponsor who may substitute a prize or any portion of a prize with a prize of equal or greater value at their sole discretion. The Sponsor’s 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 the Sponsor, 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, and indemnify the Releasees against any loss, damage or expense, including legal fees, that any of the Releasees may suffer or incur as a result of any non-compliance by Entrants with any of the Official Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an Entrant of a prize, and the use of Entries by the Sponsor. 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.** The Sponsor 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. The Sponsor 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 unsportsmanlike 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, e-mail 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, the Sponsor 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. The Sponsor reserves the right to terminate or withdraw this Contest at any time.

The Sponsor 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 the Sponsor, 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.** The Sponsor 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 the Sponsor 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, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, at its sole discretion, to disqualify from this Contest and any future contest, sweepstakes or other promotion conducted by the Sponsor, 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. The Sponsor 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, the Sponsor 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 the Sponsor's 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 the Sponsors or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor 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 the Sponsor 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 the Sponsor, 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.

**17. MISCELLANEOUS:** All decisions of the Sponsor, or any contest judging organization as designated by it, are final and binding without right of appeal in all matters relating to this Contest and by entering this Contest, all entrants agree to be bound by these Official Contest Rules. The Releasees will not be responsible for illegible, incomplete, lost, postage-due, misdirected, affected by technical failures, errors or late entries which will be void. Any use of automated devices is prohibited. All entries become the property of Sponsor and will not be acknowledged or returned. No correspondence will be entered into except with selected entrants (or any other entrant(s) as deemed necessary by the Sponsor). Contest is subject to all applicable federal, provincial and municipal laws. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be required to provide Sponsor with proof (in a form acceptable to the Sponsor – including, without limitation, government issued

photo identification) that he/she is the authorized account holder of the e-mail address associated with the entry in question. Sponsor reserve the right at its sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by Sponsor, any individual that it find or believe to be not in compliance with these Official Contest Rules; to be tampering with the entry process or the operation of the Contest or Contest Website; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Subject only to applicable law and any required regulatory approval, the Sponsor reserve the right and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Official Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor affect the proper administration of the Contest as contemplated in these Official Contest Rules, or for any other reason. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Contest Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these English Official Contest Rules shall prevail, govern and control to the fullest extent permitted by applicable law.

**18. RIGHT TO TERMINATE, SUSPEND OR AMEND:** Sponsor reserve the right to terminate, amend or suspend this Contest, in whole or in part, at any time and without prior notice except to the BC Liquor Distribution Branch if any factor interferes with its proper conduct as contemplated by these Official Contest Rules. Any such action will be subject, in B.C., to the approval of the B.C. Liquor Distribution Branch.

**19. LIQUOR AUTHORITIES:** The provincial liquor authorities are not connected with this Contest in any manner whatsoever and are not liable in any way whatsoever with regard to any matter relating to this Contest.

**IMPORTANT NOTE:** The Sponsor 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, the Sponsor reserves the right to take whatever action it deems appropriate based on the circumstances and/or to comply with applicable law.