

# BIER MARKT OKTOBERFEST CONTEST 2020

## Win your home Keg Party!

### OFFICIAL CONTEST RULES & REGULATIONS

**1. GENERAL.** The Bier Markt Oktoberfest Contest (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 Period.** Contest begins on October 11th, 2020 12:01am EST and ends on October 31, 2020 11:59:59pm 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 Bier Markt, a division of Recipe Unlimited Corporation (the “**Sponsor**”) and is open to legal residents of Canada (excluding residents of Quebec), 19 years of age or older, except franchisees, employees (whether Sponsor’s or its franchisees’), representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its parent companies, subsidiaries, affiliates and related companies, as well as Head Office employees of the Sponsor’s restaurant brands and their respective advertising and promotion agencies, suppliers and the independent judging organization (collectively, the “**Contest 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.**

**Online Entry:** To enter, go to <https://www.thebiermarkt.com/> during the Contest Period, and subscribe to the Bier Markt database for one of the Participating Locations (as described below) by entering the requested information (the “**Online Entry**”). Participating locations include and are limited to Bier Markt Esplanade located at 58 The Esplanade, Toronto, Ontario, M5E 1R2, Bier Markt Don Mills located at 67 O’Neill Road, North York, Ontario, M3C 0H2 and Bier Markt Ottawa located at 156 Sparks Street, Ottawa, Ontario, K1P 5C1 (the “**Participating Locations**”).

There is a limit of one (1) Online 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) Online 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 the Sponsor) he/she may be disqualified from the Contest and all of his/her entries voided. Your Online 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 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 the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible entries (all of which are void).

**Mail In Entry** - 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 Bier Markt restaurant location (a "**Mail In Entry**") to: "Bier Markt Oktoberfest Contest", Recipe Unlimited Corporation, 199 Four Valley Drive, Vaughan, Ontario L4K 0B8, Attention: Bier Markt 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 (defined below) and received in accordance with these Rules. There is a limit of one (1) Mail In Entry per person for the Contest, as determined by the Sponsor in its sole and absolute discretion.

Individuals who submit an Online Entry or a Mail In Entry (collectively the "**Entries**") are hereinafter referred to an "Entrant".

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 the Sponsor) 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 the Sponsor. 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. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor 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).

**Prize Draw and Winner Selection** – Following the Contest Period, there will be a random draw on November 2, 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, the Sponsor 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 the Sponsor, 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 depend on the number of eligible Entries received during the Contest Period.

**6. PRIZE DESCRIPTION.**

The “**Prize**” is an at-home Party at home for 10 guests. The Prize includes: (i) a 20L beer keg, (ii) a kegerator provided for the duration of the event (delivered the day of the party and picked up the next day) (iii) A gift card valued at \$100 to purchase appetizers for your party, and (iiii) coasters, glassware, decor and wearables for you and your guests. Approximate retail value of the Prize is \$2000.00 CDN. Dates for the party are November 2021 to mid-December 2021 (subject to change by the Sponsor). Agenda details and dates for the party are subject to change by suppliers and at the discretion of the Sponsor. The Prize is not transferable, and not redeemable in whole or in part for cash. Contest winner and guests must be of the age of majority in their Province/Territory of residence, each be a legal resident of Canada, excluding Quebec, and each be of legal drinking age.

**Prizing – General.** The Sponsor is not responsible for providing any replacement for any unavailable component of the Prize. The Sponsor 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 the Sponsor, who reserves the right to substitute the Prize or any portion of the Prize with a prize of equal or greater value. All party arrangements will be made by the Sponsor and are subject to delivery availability. Once the date is selected, the date of the party cannot be changed. Upon the sole discretion of the Sponsor, 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 the Sponsor 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 winner will be required to sign and return a declaration of eligibility and compliance with the Official Rules, a liability release releasing the Contest 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 Contest 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 Contest 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 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 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 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 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. The Contest 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 telephone 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 the Sponsor – 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.** 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 un-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**11. LIMITATIONS OF LIABILITY.** The Contest 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, the Sponsor may cancel, terminate, modify or suspend the Contest. Entrants further agree to release the Contest 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, all Entrants consents 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 Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor 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 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.

**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.**