

OFFICIAL RULES FROM RESTAURANTS CANADA

PATIO-READY PRIZE PACK CONTEST

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT WILL NOT IMPROVE ENTRANT'S ODDS OF WINNING. SUBJECT TO ALL FEDERAL, PROVINCIAL AND MUNICIPAL REGULATIONS AND ORDINANCES. Void where prohibited by law. Contest begins February 14th 2022 1:00PM and ends April 30th 2022 11:59PM ("Contest Period"). Sponsor's computer is the official time keeping device for this Contest. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC., INSTAGRAM, INC., YOUTUBE, LLC, OR TWITTER, INC.

1. **SPONSOR:** PATIO-READY PRIZE PACK CONTEST ("Contest") is sponsored by Restaurants Canada ("Sponsor").
2. **ELIGIBILITY** – The (the "Contest") is open to legal residents of Canada except residents living in the Province of Quebec. Entrant must be the minimum age of 19 at entry. Restaurants Canada, or any of their employees, officers, directors, parent companies (or subsidiaries thereof), affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies (collectively, the "Sweepstakes Entities"), and members of their immediate families (spouses, parents, children, siblings and their spouses, regardless of where they live) and those living in the same household are not eligible to enter. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of the winner. Any entry shall be rendered void if it is in contravention of these Sweepstakes Rules (the "Official Rules") or where prohibited or restricted by law.
3. **ENTRY** – There are two official methods to enter the **Contest**. The first official method of entry into the Contest is that all individuals ("Entrants") who register for the RC Show (held May 9, 2022 through May 11, 2022, inclusive). All required fields of the onscreen registration form must be completed. All Entrants receive one (1) entry into the Contest. Entrants may register at any time during the Contest Period for a chance to win the PATIO-READY PRIZE PACK. Participation is LIMITED TO ONE (1) ENTRY PER PERSON. The second official method of entry is to sign up

for the RC Show Newsletter during the **Contest Period** to be automatically entered into the **Contest**.

All potential winners are subject to verification before any prize will be awarded. In the event of a dispute regarding an entry, entries will be attributed to the authorized account holder of the email address submitted at the time of entry. The “authorized account holder” is the natural person who is assigned to the email address by an internet access provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted e-mail address. Any potential winner may be required to show proof of being the authorized account holder. Bulk, automated and/or third-party entries are prohibited and will be disqualified. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that Entrant’s entries, and that Entrant may be disqualified at Sponsor’s discretion. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the Prize.

Sponsor is not liable for late, lost, stolen, incomplete, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Entrants agree that Sponsor shall own the entries, which will not be acknowledged or returned.

All potential winners are subject to verification before any Prize will be awarded.

4. **THE PRIZES:** Approximate Retail Value (“ARV”) of Prize: \$7000.00 cad; ARV of Prize may vary. Prize awarded may not be exactly as described and dependent on availability at the time of the prize draw, an item of equal or greater value will be substituted. Winner is responsible for all shipping and incidental costs associated with awarding the prize.

PRIZE: A total of one (1) randomly selected Entrant (the “winner”) will receive the following:

1. Bum Commercial Furniture - Nardi Clip Table and chairs
2. Universal Misting System Inc - 2022 Patio Season Special 15% off and 3 Payment Plan and Winterizing
3. Labatt Breweries of Canada - Corona Patio Package; Corona branded assets including umbrella, bucket, cooler and hammock

4. Restaurants Canada - 2 VIP Tickets to RC Show 2022 including Opening Night Reception tickets (2), Industry Night Out tickets (2), Breakfast with Champions tickets (2), VIP check-in, coat check, and 1 (3-day) parking pass
5. Bronic Heating - 1 Tungsten Smart-Heat™ Portable
6. Pop-Up Street Patios - Single standard pop-up patio (covering seasonal lease valued \$4,200) * additional costs on accessories, and possible delivery charge for beyond 100km from Hamilton, Ont* By-laws approval / and Permit costs not included.

5. SELECTION AND NOTIFICATION OF WINNER AND ODDS OF WINNING

Prize Drawing: Sponsor will select one (1) potential winner using an electronic random drawing method from the pool of all eligible entries received up until contest close date of April 30th 2022, 11:59PM. The contest draw will take place on May 16, 2022 at or about 3:00 PM.

The odds of being selected as a potential winner are based on the total number of eligible entries received up until the Contest close date.

A Selected Entrant will be deemed a winner if they meet all of the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive the prize and another entrant will be selected by way of a random draw from the remaining eligible entries. Before being declared a winner, a Selected Entrant will be required to: (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, the Sponsor's time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call; (ii) comply with all Contest Rules; and (iii) sign and return the Sponsor's Declaration of Eligibility and Liability/Publicity Release forms, all in the sole discretion of the Sponsors.

The potential winner of the Contest will be notified by telephone at the telephone number provided on the entry ballot and will be notified by email at the email address provided on the entry ballot. Three attempts at contact with the potential winner will be made between May 16, 2022 and May 23 2022.

If any prize notification telephone call is not answered after three (3) attempts and/or if the email notification is not answered within the specified time period (May 16, 2022 and May 23 2022) or returned as undeliverable; or if a potential winner is disqualified or otherwise

determined to be ineligible or declines to accept the prize for any reason; or if a potential winner otherwise refuses or fails to comply with the Acceptance Criteria detailed below; the prize will be forfeited and an alternate potential winner may be selected at random from the remaining eligible entries received. Only three (3) alternate drawings will be held for the contest prize, after which the contest prize may remain un-awarded.

6. **ACCEPTANCE CRITERIA** – Where allowed by law, potential winner(s) must consent to each of the following Acceptance Criteria to be considered an official winner:

- Provide a current photograph of themselves via email in the jpeg format.
- Sign an Affidavit of Eligibility, Liability & Publicity Release (where permitted by law) within three (3) days of notification that they are a potential winner (as detailed in the heading “Release and Limitations of Liability”); and
- Agree to provide feedback upon request by Sponsor on their PATIO-READY PRIZE PACK.

Verification of Potential winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

6. **PRIZE RESTRICTIONS** – Prizes cannot be substituted, assigned, transferred, or redeemed for cash by winner; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen Prizes. Prizes cannot be used in conjunction with any other Sweepstakes or offer.

The Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by the winner or guest as a result of accepting the prize. TO THE EXTENT PERMITTED BY LAW, SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, LEGAL IMPLICATIONS OR OTHER DAMAGES OR EXPENSES RESULTING FROM THE PRIZE OR ACCEPTANCE OR USE OF THE PRIZE, AS APPLICABLE.

7. **GENERAL CONDITIONS:** Entrants may elect to provide Sponsor and its affiliated companies consent for marketing purposes by email or mail regarding publications and social media outlets (including but not limited to FACEBOOK, INSTAGRAM, LINKEDIN, and TWITTER) and information relating to its products, offers and services.

Should an Entrant provide express written consent, Entrants may withdraw consent at any time by clicking the “unsubscribe” button on any or all electronic communications distributed by the Sponsor or its affiliates.

Sponsor reserves the right to suspend, modify, or cancel this Contest, or any part of it, at any time without notice, to include, but not limited to delaying the start of the Contest should the Website and/or registration site not be ready to receive entries by the start date. Sponsor also reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. The Contest Entities are not responsible for lost, late, incomplete, illegible, damaged, stolen, or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user’s computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that Entrant is or has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices or intending to annoy, abuse, threaten, or harass any other Entrants or Sponsor representatives.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK

DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the Website, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Contest is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in this Contest, Entrants agree that Contest Entities, Microspec, Facebook, Inc., Instagram, LLC, YouTube, LLC and each of their parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (“Released Parties”) are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) to the extent permitted by law, any injury, loss or damage of any kind to persons, including personal injury or death or property which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Contest, downloading any materials, acceptance, possession or receipt or use or misuse of any prize.

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR

DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF THE INTERNET SITE <https://www.rcshow.com> or <https://www.microspec.com/r2/RCS2022/> OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO THE PANDEMIC, ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE WEB SITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. **PUBLICITY GRANT:** Except where prohibited by law, winner and guest grants to Sponsor (which grant will be confirmed in writing on request of Sponsor), its parent company and any subsidiary thereof, affiliates, retailers, distributors, advertising and promotion agencies, suppliers, and those acting pursuant to its authority, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, Facebook, Instagram, LinkedIn and Twitter, at any time or times, the winner's name, portrait, picture, city/town of residence, voice, likeness, opinions and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name

on television or radio broadcast) without additional consideration, compensation, permission, or notification.

10. **DISPUTES:** To the extent permitted by law, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a Province of Ontario Court of Law; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses), any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to any choice of law or conflict of laws rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

11. **PRIVACY:** Information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.restaurantscanada.org/Privacy-Policy>.

12. **MISCELLANEOUS:**

Any names and addresses acquired will be used for the purpose of soliciting Restaurants Canada Memberships. The location and mailing address of Restaurants Canada is 1155 Queen Street West, Toronto, On M6J 1J4.

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