

Restaurants Canada's "KitchenAid Commercial Trio" Contest

OFFICIAL CONTEST RULES

1. **Agreement:** These rules govern the KitchenAid Commercial Trio Contest (the "Contest"). No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of these Contest rules and the decisions of the Sponsor, which decisions shall be final and binding upon all entrants.
2. **Contest Sponsor:** The Contest sponsor is KitchenAid (the "Sponsor").
3. **Eligibility:** The Contest is open to all residents of Canada (excluding Quebec). All entries become the property of Restaurants Canada. To be eligible to win a prize, claimant must be of age of majority within their place of residence at the start of the Contest Period. Notwithstanding the above, the Contest is not open to employees, immediate family members (i.e. spouses or biological, step or adoptive parents, children or siblings) or anyone domiciled with any employee of the Sponsor or prize supplier or any of their respective affiliates, subsidiaries, advertising or promotional agencies or fulfillment houses. Incomplete or illegible entries, bulk drop offs, photocopies, scanned copies, facsimiles or other mechanically or electronically reproduced entries will not be accepted and will be disqualified. Limit of one (1) entry per person.
4. **Contest Period:** The Contest begins at 9:00 AM ET on January 12, 2018 and ends at 9:00 pm ET on February 28, 2018 (such period, the "Contest Period").
5. **How to Enter:** There are two ways to enter the Contest and be eligible to win a prize:
 - (a) During the Contest Period, access the MENUmag website at www.menumag.ca, and subscribe to our BITE newsletter, resulting in one (1) "Online Entry." Each entrant may use only one (1) email address to enter the Contest. There is a limit of one (1) Online Entry per person.
 - (b) Current subscribers to our BITE newsletter will automatically receive one (1) "Online Entry." There is a limit of one (1) Online Entry per person.
6. **Winner Selection:** One potential winner will be chosen by random draw from among all eligible Entries received during the Contest Period on March 5, 2018. The draw will take place at the Restaurants Canada's offices located at 1155 Queen Street West, Toronto, Ontario, Canada, M6J 1J4. The potential winner will be contacted by telephone or email by a representative of the Sponsor, and must reply within twenty-four (24) hours to maintain eligibility. In order to be eligible to win, the potential winner must correctly answer a time-limited mathematical skill-testing question, without assistance or mechanical or electronic aid. If any potential winner cannot be contacted within this time period or fails to respond to any attempted contact, or incorrectly answers the skill-testing question posed by the Sponsor, such potential winner will be disqualified, his/her Entry will be declared null and void and the Sponsor reserves the right, in its sole and absolute discretion, to select, at random, another eligible Entry, in which event these provisions shall apply to such other eligible Entry. If a potential winner does not claim the Prize within one (1) day of notification, another eligible Entry may be selected, in the sole

discretion of the Sponsor, and the first potential winner will have no further claim to the Prize. The Sponsor will not mail or courier the Prize and is not responsible for lost, stolen or unclaimed Prizes. If a potential winner is unable or unwilling to accept or otherwise redeem any Prize on the terms upon which it is awarded, the Prize shall be forfeited and no cash or substitutes will be provided in whole or in part.

7. **Prizing:** There is one (1) prize is available to be won, consisting of:

- KitchenAid Commercial Culinary Blender KSBC2F1DP
- KitchenAid Commercial 8-quart Stand Mixer KSMC895DP
- KitchenAid Commercial Immersion Blender KHBC310OB

Prizes are non-transferable and have no cash redemption value. Approximate retail value of the Prize is two thousand eighty dollars (\$2080.00) CDN. Unauthorized use, reproduction or resale is prohibited. The prize will not be replaced or replenished if lost, stolen, used incorrectly or without authorization. Other terms and conditions may apply. Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason.

8. Any other costs or expenses associated with the prize not specified herein will be the responsibility of selected winner and guest(s) (as applicable).
9. **Prize Claim:** If a potential winner does not claim the prize within **24 hours** of notification, another eligible entry may be selected and contacted and the first selected entrant will have no further claim to the prize. If a potential winner is unable or unwilling to accept or otherwise redeem any prize on the terms it is awarded, the prize shall be forfeited and no cash or substitutes will be provided in whole or in part.
10. **Release:** Prior to receiving the prize, the potential winner will be required to show valid photo ID and to sign a declaration of eligibility and release form releasing the Sponsor, their related parties and any prize supplier from any and all liability in connection with the Contest and/or the prize, confirming compliance with the Contest rules and consenting to the use of his or her name and photograph, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsor, and its respective advertising and promotional agencies. The signed form must be received by the Sponsor within 24 hours of notification or the prize may be forfeited and awarded to an alternate entrant. Each winner and any guests may be required to sign additional releases prior to receipt of the Prize or request by Sponsor or a prize supplier.
11. **Indemnity:** By participating in this Contest, each entrant agrees to defend, indemnify and hold harmless the Sponsor and any prize supplier and each of their respective parents, subsidiaries, affiliates and/or related companies and licensees and each of their officers, directors, shareholders, employees, advisors, assignees, agents, licensors, licensees, representatives, advertising, media buyers and promotional agencies (the “Released Parties”) from, and hereby releases all of the Released Parties from any and all liability in connection with, any and all damages, injuries, claims, suits, actions, causes of action, costs, expenses, liabilities or losses of any kind (including but not limited to lawyers’

fees), whether direct, indirect, incidental, consequential, punitive or otherwise and as arising under any theory of law, arising out of or relating to such entrant's participation in the Contest; such entrant's receipt of, participation in, or use or misuse of any prize; such entrant's violation of any term of these Contest rules or such entrant's violation of any third party right, including without limitation any copyright, property, or privacy right.

12. **Privacy:** We use your personal information to administer this Contest, including contacting, announcing and promoting prizewinners, and may transfer your personal information to third party service providers (including but not limited to prize suppliers) in order to perform services such as prize fulfillment and delivery. The Contest is run in compliance with the Prize Supplier's privacy policy, which may be found in full at restaurantscanada.org.
13. **Banning:** The Sponsor may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the rules. Such abuse includes entering false information and entering more times than permitted under these Contest rules.
14. **Other:** Odds of winning depend on the number of eligible entries received. One (1) prize per person. This Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. The Sponsor reserves the right to cancel or modify the Contest or the Contest rules at any time without notice. All prizes must be accepted as awarded, are non-transferable and are not convertible to cash. The Sponsor reserves the right to substitute any prize or any portion of a prize with a prize of equal or greater value. All prizes are awarded as-is and no warranties or guarantees are implied or expressed. Neither Sponsor nor any prize supplier shall be liable for any lost, late, misdirected or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this Contest, including technical issues or failures on any website or software, viruses, website disruptions, malfunctions or website downtime, human error, personal injury or property damage incurred by any Contest entrant. Sponsor is not responsible for any errors or omissions in printing or advertising this Contest. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all entries by anyone using such assistance. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.