

# **KELSEYS CHICKEN FEST CONTEST (2018)**

## **Wings For A Year – Hot Wing Eating Contest**

### **OFFICIAL CONTEST RULES & REGULATIONS**

**1. GENERAL.** The Kelseys Hot Wing Eating Contest (the “**Contest**”) is intended for legal residents of Ontario 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 DATE.** Thursday March 22, 2018.

**3. ELIGIBILITY.** This Contest is sponsored by Kelseys, a division of Cara Operations Limited (“**Kelseys**”) and is open to legal residents of Ontario and Newfoundland age 18 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.**

**a. How to Enter & Play.** The Contest will run on Thursday March 22, 2018 from 7:00 p.m. ET to 8:00 p.m. ET (the “**Contest Period**”).

**Contestant Entries** - Prior to March 22, 2018, Contest entrants purchase an order of 15 wings at a participating Kelseys restaurant location designated as “Hot Contest Wings”, and entrants are added to the Hot Wing Eating Contest Reservation List. At the selected Kelseys restaurant during the Contest Period, entrants are positioned at designated wing eating locations with the wings identified from mildest to hottest in flavor. Contestants who eat all 15 wings within 15 minutes will obtain a ballot to be eligible to win the Prize (“**Ballot Entries**”).

**No Purchase Entries** - To enter without purchase, provided that an entrant is eligible to enter the Contest as per rule 3 above, they must mail a plain piece of paper with full name, address, phone number and e-mail address, along with a unique and original essay of minimum 150 words about why you should win a Prize (as defined below), prior to March 22, 2018 to: “Kelseys Hot Wings Contest”, Cara Operations Limited, 199 Four Valley Drive, Vaughan, Ontario L4K 0B8, Attention: Wings For A Year - Kelseys Marketing Department. Each eligible mail in entry must be in a separate envelope with sufficient postage, postmarked prior to the Contest Date, received prior to the Contest Date, and received in accordance with these Rules. There is a limit of one (1) no purchase entry per unique and original essay, as determined by Kelseys in its sole and absolute discretion, and there is a limit of one (1) no purchase entry per person for the Contest.

Individuals who submit valid Ballot Entries and/or No Purchase Entries (the "Entries") are hereinafter referred to as an "Entrant".

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.

- b. How to Win the Prize.** There are sixty-seven (67) Prizes (as defined below) available to be won through random draws at each participating Kelseys restaurant from all eligible Entries (the "Draw") at each restaurant where they submitted a Ballot during the Contest Period. Winners will be chosen by Draw from all of the Entries received during the Contest Period. Any Selected Entrant drawn from the Entries present at the restaurant will be advised following their ballot being drawn at the conclusion of the Contest Period.

Eligible No Purchase Entries will be included with a ballot as part of the Draw at a participating restaurant selected by Kelseys. Any selected No Purchase Entrant will be contacted by phone following the Contest Period. If such 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 Kelseys, 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.

- 5. ODDS OF WINNING.** The odds of winning a Prize depend on the number of eligible Entries participating in the Contest.

**6. PRIZE DESCRIPTION.**

Each "Prize" is one (1) of sixty-seven (67) prizes available of a ten (10) piece order of chicken wings, each week for a year, with a total approximate retail value of \$850. Prizes must be redeemed at the Kelseys location where the Ballot was drawn.

Kelseys is not responsible for providing any replacement for any unavailable component of a Prize. Kelseys makes no express or implied warranties or conditions of any kind with respect to safety, appearance or performance of a Prize or activity offered. Each 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 a Prize or any portion of a Prize with a prize of equal or greater value. Upon the sole discretion of Kelseys, a forfeited Prize may be allocated to another eligible Entrant.

- 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. 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.** 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 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 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.

**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, the eligible Entrants consent 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 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 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.**