

# **KELSEY'S BUD RED LIGHT GIVEAWAY**

## **OFFICIAL CONTEST RULES & REGULATIONS**

**1. GENERAL.** The Kelsey's Bud Red Light 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 PERIOD.** February 15, 2016 to April 13, 2016.

**3. ELIGIBILITY.** This Contest is sponsored by Kelsey's, a division of Cara Operations Limited ("**Kelsey's**") and is open to legal residents of Ontario who are 19 years of age or older, except franchisees, employees (whether Kelsey's or its franchisees'), representatives or agents (and those with whom such persons are domiciled, whether related or not) of Labatt Brewing Company Limited ("**Budweiser**") or Kelsey's, its parent companies, 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**"). You understand that you are providing your information to Kelsey's and not to Budweiser. The information you provide will only be used for the administration of this Contest and in accordance with Kelsey's privacy policy. Budweiser is completely released of all liability by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Kelsey's and not Budweiser.

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

- a. How to Enter & Play.** The Contest will run from February 15, 2016 at 12:01 a.m. EST to April 13, 2016 at 8:29.59 p.m. EST (the "**Contest Period**"). Any food purchase will entitle the guest (hereinafter referred to as the "**Entrant**"), to receive a Contest ballot (the "**Ballot**"), which the Entrant must fill out completely with their name, phone number and e-mail address. The Entrant must then submit the completed Ballot into the Draw (as defined below), by dropping the ballot into the designated ballot box located at participating restaurants.
- b. No Purchase Necessary Option:** To enter without purchase, 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, along with a prepaid, self-addressed stamped envelope and a unique and original essay of minimum 50 words about why you feel you should win a Budweiser Red Light, to: "Kelsey's Bud Red Light Giveaway", Cara Operations Limited, 199 Four Valley Drive, Vaughan, Ontario L4K 0B8, Attention: Kelsey's Marketing Department. There is a limit of one (1) no purchase entry per unique and original essay, as determined by Kelsey's in its sole and absolute discretion. Furthermore, there is a limit of three (3) no purchase entries per Entrant, during the Contest Period.
- c. How to Win a Prize.** At the start of the Contest, there are six hundred and forty (640) Prizes (as defined below) available to be won through a weekly draw from all eligible participants who enter via the purchase or the no purchase entry option (the "**Draw**"). Winners will be

chosen through a random draw shortly following the end of each Entry Period (as defined below). The selected Entrants will be contacted by phone and/or email following each Draw. 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 Kelsey's, 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. RANDOM PRIZE DRAWS AND WINNER SELECTION:

There will be a total of nine (9) random draws, each in respect of one (1) "Entry Period" corresponding approximately to one (1) week during the Contest Period and as defined in the table to this Rule. There will also be one (1) additional random draw from all Entries accumulated during the Contest Period (i.e., up to April 13, 2016), on April 20, 2016. On each "Draw Date", as identified in the table to this Rule, one (1) eligible Entrant will be selected by random draw from among all eligible Entries received during the applicable Entry Period at each participating Kelsey's restaurant. The odds of winning depend on the number of eligible Entries received at each participating Kelsey's restaurant during the applicable Entry Period.

Non-winning Entries received in one Entry Period will carry forward to be eligible in subsequent Entry Periods. Furthermore, all Entries received during the entire Contest Period will carry forward and be eligible to enter the Kelsey's Bud-e Fridge Giveaway on April 16, 2016. For full rules and regulations of the Kelsey's Bud-e Fridge Giveaway, please go to [www.kelseys.ca](http://www.kelseys.ca).

Entry Period	Draw Date
1. February 15, 2016, at 12:01 a.m. ET to February 17, 2016, at 8:29 p.m. ET	February 17, 2016
2. February 17, 2016, at 8:30 p.m. ET to February 24, 2016, at 8:29 p.m. ET	February 24, 2016
3. February 24, 2016, at 8:30 p.m. ET to March 2, 2016, at 8:29 p.m. ET	March 2, 2016
4. March 2, 2016, at 8:30 p.m. ET to March 9, 2016, at 8:29 p.m. ET	March 9, 2016
5. March 9, 2016, at 8:30 p.m. ET to March 16, 2016, at 8:29 p.m. ET	March 16, 2016
6. March 16, 2016, at 8:30 p.m. ET to March 23, 2016, at 8:29 p.m. ET	March 23, 2016
7. March 23, 2016, at 8:30 p.m. ET to March 30, 2016, at 8:29 p.m. ET	March 30, 2016
8. March 30, 2016, at 8:30 p.m. ET to April 6, 2016, at 8:29 p.m. ET	April 6, 2016
9. April 6, 2016, at 8:30 p.m. ET to April 13, 2016, at 8:29 p.m. ET	April 13, 2016 and April 20, 2016

## 6. PRIZE DESCRIPTION.

- a. **Prize.** The “Prize” is one (1) of six hundred and forty (640) prizes, each consisting of one (1) Budweiser branded Red Light, each with an approximate retail value of \$150. The total number of Prizes available to be won will decrease throughout the Contest Period as Prizes are claimed.
- b. **Prizing – General.** Kelsey’s is not responsible for providing any replacement for any unavailable prize or component of a prize. Kelsey’s makes no express or implied warranties or conditions of any kind with respect to safety, appearance or performance of any prize. The Prize must be accepted as awarded. The Prize is non-transferable and non-redeemable for cash. Upon the sole discretion of Kelsey’s, if forfeited, the Prize may be allocated to another eligible Entrant.

**7. COMPLETION OF PRIZE CLAIM.** The 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 the Prize being awarded and used and, where lawful, a publicity consent (collectively, a “**Declaration**”) before the 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 the 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.** Kelsey’s is not responsible for and shall not be liable for unsuccessful efforts to notify winner(s). Use of the Prize or any portion thereof, for a Contest or re-sale is strictly prohibited. No substitution of prizes will be permitted, except by Kelsey’s who may substitute the Prize or any portion of the Prize with a prize of equal or greater value at their sole discretion. Kelsey’s obligation to the winner(s) is limited to the Prize specified above.

**9. RELEASE.** By entering the Contest and/or accepting the Prize, each Entrant, and/or winner agree to release and hold harmless Budweiser and Kelsey’s, their respective parent companies, 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 the 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 the Prize; and (ii) disclaim any implied warranty.

**10. ERRORS & DAMAGE.** Kelsey's 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. Kelsey's 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, Kelsey's 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 the Prize. Kelsey's reserves the right to terminate or withdraw this Contest at any time.

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

Kelsey's 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 Kelsey's 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 Kelsey's, 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:** Kelsey's 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, Kelsey's reserves the right to take whatever action it deems appropriate based on the circumstances and/or to comply with applicable law.