

## BARBURRITO FOOD DRIVE CONTEST OFFICIAL RULES AND REGULATIONS

NO PURCHASE NECESSARY TO ENTER OR WIN.

PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES.

### **1. Contest Period + BarBurrito Contact Info**

The BarBurrito Food Drive Contest (the “Contest”) begins on November 9, 2020 at 12:00 am Eastern Time and ends on December 31, 2020 at 11:59 pm Eastern Time (the “Contest Period”).

The Sponsor of the Contest is BarBurrito Canada Restaurants Inc (the “Sponsor”), 1126 Finch Ave W, North York, ON M3J 3J6 Canada.

### **2. Eligibility**

This Contest is open to residents of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, or Nova Scotia who have reached the age of majority in their province or territory of primary residence at the time of entry.

Employees of the Sponsor or members of any such employee’s immediate family (regardless of where they live) or persons with whom such employees reside (whether related or not) are ineligible to enter or win. “Immediate family” includes spouses or domestic partners and parents, siblings, children and their spouses and domestic partners.

### **3. How to Enter**

During the contest period, each entrant (each an “Entrant” and collectively referred to as “Entrants”) must complete the following to obtain one (1) entry into the Contest draw: Go to a participating BarBurrito restaurant and donate (1) non-perishable food item or personal hygiene item to the donation bin (each an “Entry” and collectively referred to as “Entries”). A Thank You card will be provided with a link to enter into the Contest online.

NO PURCHASE NECESSARY.

There is no limit on Entries per person during the Contest Period. All Entries will be declared invalid if they are late, illegible, incomplete, offensive, irregular, or mechanically or electronically reproduced. If it is discovered by the Sponsor (using any evidence or other information made available to, or otherwise discovered by, the Sponsor) that any person has attempted to use (or attempt to use) multiple names, identities, and/or email addresses to enter the Contest more than once or to otherwise participate in or disrupt this Contest, he/she may be disqualified from the Contest, and any future contests of the Sponsor, in the sole discretion of the Sponsor.

The Sponsor reserves the right, in its sole discretion, to require proof of identity or eligibility (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification): (i) for the purposes of verifying an Entrant’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; or (iii) for any other reason the Sponsor deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification of the Entrant, in the sole discretion of the Sponsor.

None of the Sponsor, or judging organizations, are responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems or servers, computer software problems or traffic congestion on the internet, or at any website and assume no liability for damage to entrant’s or any person’s phone or tablet resulting from participating in the Contest.

**4. Prizes**

There are twelve (12) prizes (each a “Prize” and collectively the “Prizes”) available to be won by the Prize winner (each a “Winner” and collectively the “Winners”).

<b>Prize</b>	<b>Description</b>	<b>Monetary Value</b>
iPad Air (1)	64 GB 4th Gen	\$779
Free Burritos for a Year (1)	One (1) free regular burrito per week for 52 weeks	\$535
\$100 Gift Card (10)	\$100 store credit to any BarBurrito restaurant excluding Quebec	\$100

The odds of winning depend on the number of eligible Entries received.

Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value if any.

Prizes will be distributed one (1) week after each Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsor shall have no obligation to provide either an alternative or value-in-kind. The Sponsor

reserves the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

#### **5. Draw Dates + Odds of winning**

A random draw will be held on Monday, January 4, 2021 following the end of the Contest Period from among all eligible entries received during the Contest Period. Each entrant shall be eligible to win only one (1) Prize.

The odds of winning a Prize depend on the total number of eligible entries received up to the end date of the Contest Period.

#### **6. Prize distribution + skill-testing question**

Before being declared a Winner, the selected Entrant shall be required to correctly answer, without the assistance of any kind, a time-limited, mathematical skill-testing question to be administered by e-mail to comply with the Contest Rules. Each selected Entrant will be contacted by telephone and/or email. If a selected Entrant (a) cannot be reached by telephone and/or email within five (5) business days of the first notification; or (b) fails to correctly answer the skill-testing question; then he/she will be disqualified and another Entrant will be randomly selected until such time as all Winners are confirmed or there are no more eligible entries whichever comes first. The Sponsor is not responsible for the failure for any reason whatsoever of a selected Entrant to receive notification or for the Sponsor to receive a selected Entrant's response.

In the event of a dispute as to the identity of a Winner based on an email address or mobile phone number, the winning entry will be deemed to be made by the authorized account holder of the email address or mobile phone number at the time of entry. "Authorized account holder" is the natural person who is assigned an email address by an internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question or the person who is assigned a mobile telephone number by a wireless provider, telecommunications carrier or other organization responsible for assigning the submitted mobile telephone number. Selected Entrants may be required to provide the Contest Sponsor with proof that he/she is the Authorized Account Holder of the email address or mobile telephone number associated with the selected entry. In the event it is determined that an Entrant has entered in a fashion not sanctioned by these rules, the Entrant will be disqualified and all of the Entries submitted by the Entrant will be disqualified. No more than the number of Prizes set forth in these Official Rules will be awarded.

Each Winner agrees to the use of his/her name, address (city and province/territory) and photograph without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest.

#### **7. General**

This Contest is subject to all applicable federal, provincial and municipal laws and regulations. By entering the Contest, participants agree to be bound by these official rules and by the decisions of the independent administration and judging organization, which shall be final on all matters relating to this Contest. All entries become the property of the Sponsor and none will be returned. No correspondence will be entered into except with the selected Entrants. If, for any reason, the mobile portion of this Contest is not capable of being completed as planned, including, but not limited to computer virus, bugs, tampering including SPAM, technical failures or other causes beyond the control of the Sponsor, the Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest or to amend the contest rules at any time without notice. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

#### **9. Liability Release**

Entrants agree that the Sponsor shall not be responsible or liable for, and are hereby released from any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity (including, without limitation, travel), or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Sponsor assumes no responsibility for any printing or production errors. Without limiting the generality of the foregoing, the Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen entries; or for miscommunications, or for any failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. The Sponsor reserves the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

The Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if they determine, in their sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest. In such event the Sponsor is prevented from awarding prizes or continuing with the Contest as

contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state/province or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control, then subject to any governmental approval which may be required, the Sponsor shall have the right to modify, suspend, or terminate the Contest. The Sponsor reserves the right to cancel the Contest and conduct the draw from all previously-received eligible entries received by the date of cancellation of the Contest. The Sponsor shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor reserves the right to correct clerical or typographical errors in promotional materials or these rules.

#### **10. Privacy Policy**

The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Sponsor and its affiliates. By entering the Contest, all entrants consent to the manner of collection, use and disclosure of personal information as set out in the Sponsor's privacy policy, which is available at <https://www.barburrito.ca/privacy-policy/>

#### **11. Intellectual Property**

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans, and representations is owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

#### **12. Language Discrepancy**

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

#### **13. Social Media**

This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, comments or complaints regarding the Contest must be directed to BarBurrito Canada Restaurants Inc.

**14. Winner's List**

Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: BarBurrito Canada Restaurants Inc., 1126 Finch Ave W, North York, ON, M3J 3J6. Winner's list requests must be received by June 30, 2021.