



#BPROLEMODEL CONTEST

**RELEASE AND WAIVER OF LIABILITY
(the "Release")**

SKILL-TESTING QUESTION: The following question must be correctly answered by the selected entrant, without assistance from any person, machine or device, within a ten minute period.

Add 25 and 30; Subtract 15; Multiply by 2; Divide by 8 = _____.

I, _____, residing at _____, in the City of _____, in the Province/Territory of _____, declare as follows:

1. Both now and at the time I participated in the #BProlemodel contest (the "**Contest**"), I am / was a legal resident of the province of _____ and have / had attained at least 19 years of age.
2. I am not a member of the immediate families of an employee, contractor, agent or representative of Boston Pizza International Inc. ("**BPI**") or Boston Pizza Canada Limited Partnership ("**BPCLP**") or their respective affiliates, agencies, prize suppliers, any franchisee of BPCLP or any of their respective shareholders, trustees, directors, officers, employees or agents, or members of the immediate families of such employees, contractors, agents or representatives and persons with whom such employees and representatives are domiciled are not eligible to enter or win. For the purpose of the Contest, "immediate family" is defined as parent, spouse, sibling, child or any person residing in the same household or domiciled with any such employees, contractors, agents or representatives.
3. I answered the skill-testing question in the Contest within the time provided to me, without assistance of any kind, whether mechanical or otherwise, and have otherwise complied in all respects with the Official Contest Rules and Regulations.
4. I understand that the prize I have been selected to win consists of one (1) pizza party for ten (10) people at a participating Boston Pizza location (the "**Prize**"). The Prize includes: (i) five (5) large Boston Pizza gourmet pizzas; and (ii) ten (10) non-alcoholic beverages. The approximate value of the Prize is CAD\$150.00.
5. I understand that the Prize is not transferable and must be accepted as awarded with no substitutions in cash or otherwise, except at BPI's discretion. I understand that BPI has the right to substitute a prize of equivalent monetary value if the Prize or any part of the Prize cannot be awarded as described for any reason.
6. I confirm my consent to the collection, use and disclosure of my personal information for the purposes of administering the Contest. By accepting the Prize, I consent to the collection, use and disclosure of my name, address (city only), photo, and/or image on videotape for publicity and promotional purposes without compensation.
7. IN CONSIDERATION of allowing me to participate in the Contest and receive the Prize and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, for myself, my personal representatives, heirs, and next of kin:
 - (i) HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BPI, BPCLP, each Franchisee of BPCLP, Facebook and Instagram and each of their respective representatives, directors, officers, governors, trustees, shareholders, affiliates, representatives, parent companies, subsidiaries, professional advisors, and advertising and promotional agencies (collectively, the "**Releasees**"), FROM ANY AND ALL LIABILITY ARISING OUT OF, PURSUANT TO, OR AS A RESULT OF THE CARRYING OUT OF THE CONTEST, OR ANY PART OF THE CONTEST, INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING FROM THE ACCEPTANCE OF AND USAGE OF THE PRIZE AS AWARDED, THE ADMINISTRATION OF THE CONTEST AND THE SELECTION OF ANY POTENTIAL WINNERS, WITH THE OFFICIAL RULES AND REGULATIONS, AND CONSENT TO THE ANNOUNCEMENT OF MY NAME AND THE USE BY BPI OF MY NAME, ADDRESS, PHOTOGRAPH LIKENESS, VOICE OR STATEMENTS FOR ADVERTISING AND PROMOTIONAL PURPOSES WITHOUT ANY FURTHER COMPENSATION TO ME;
 - (ii) HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from any Claims and Proceedings directly or indirectly arising from, connected with or relating to my or my guest's use or enjoyment of the Prize. "**Claims**" means any and all third party losses, damages, personal and bodily injuries, property damage, claims, counterclaims,

complaints, disputes, demands, causes of action, liabilities, obligations, damages, reasonable legal fees, costs, expenses, and disbursements (including reasonable legal fees and disbursements as between solicitor and own client) of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal. **"Proceedings"** means any and all third party actions, suits, proceedings, and hearings of any nature and kind in any court of law or equity or before any arbitrator or other body, board or tribunal;

- (iii) HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the PRIZE, whether caused by the NEGLIGENCE OF RELEASEES or otherwise; and
- (iv) HEREBY agrees that this Release extends to all acts of negligence by the Releasees, and is intended to be as broad and inclusive as is permitted by the laws of the Province/Territory in which I or the Winner ordinarily reside is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I HAVE READ AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT I WILL (AMONG OTHER THINGS) WAIVE CERTAIN LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE.

Dated this _____ day of _____, 2017.

SIGNED in the presence of:

Witness's Signature

Selected Entrant's Signature

Name of Witness (PRINT)

Name of Selected Entrant (PRINT)

Address of Witness

Address of Selected Entrant