



Boston Pizza® x Guinness® St. Patrick's Day Giveaway Contest
(the "Contest")

OFFICIAL RULES AND REGULATIONS

The Contest is intended for viewing and participation in Canada only by legal residents of Canada (excluding residents of Alberta) who are at least 19 years of age, and shall be subject to and construed in accordance with the laws of Canada. **Please do not proceed if you do not satisfy these requirements at the time of entry. Entry into the Contest constitutes your acceptance to these Official Contest Rules and Regulations. NO PURCHASE NECESSARY.**

- 1) **ADMINISTRATION:** The Contest is administered and operated by Boston Pizza International Inc. (the "**Contest Operator**"). The decisions of the Contest Operator are final and binding in all matters as they relate to the Contest, including without limitation eligibility and/or disqualification of entries. Diageo Ireland Unlimited Company ("**Guinness**") is a prize supplier only. Guinness and its related companies, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Contest, or the administration, use or misuse of any prize. By entering this Contest, entrants agree to completely release Guinness and its related companies, affiliates and subsidiaries from any liability.
- 2) **ELIGIBILITY:** To be eligible to win a prize in the Contest, you must: (i) be a legal resident of Canada (excluding residents of Alberta); (ii) be at least 19 years of age on March 17, 2025; and (iii) not be an employee, contractor, agent or representative of (and not be a member of the immediate families of an employee, contractor, agent or representative of) the Contest Operator, Boston Pizza Canada Limited Partnership ("**BPCLP**"), Guinness, or any of their affiliates, agencies, prize suppliers, any franchisee of BPCLP or any of their respective shareholders, trustees, directors, officers, employees or agents with whom such employees contractors, agents and representatives are domiciled. For the purpose of the Contest, "immediate family" is defined as parent or any person residing in the same household or domiciled with any such employees, contractors, agents or representatives.
- 3) **CONTEST PERIOD:** The contest period for a chance to win a Facebook Prize (defined below) or Instagram Prize (defined below) will commence on Monday, March 17, 2025 at 9:00AM (ET) and will conclude on Wednesday, March 19, 2025 11:59PM (ET) (the "**Contest Period**").
- 4) **PRIZES:** There will be two (2) prize packages to be won during the Contest Period. One prize package will be awarded to an entrant on Facebook (the "**Facebook Prize**"), and one prize package will be awarded to an entrant on Instagram (the "**Instagram Prize**"). Each Facebook Prize and Instagram Prize consists of one (1) \$100 Boston Pizza gift card, one Guinness branded golf pushcart, one Guinness branded golf towel, one Guinness branded golf shirt and one Guinness branded golf ball. The approximate retail value of each Facebook Prize and Instagram Prize is CAD\$500.00. The Facebook Prize and Instagram Prize must be accepted as awarded and has no cash value. The Facebook Prize and Instagram Prize is non-transferable, non-redeemable and no substitution will be made except that the Contest Operator, in its sole discretion, reserves the right to substitute the Facebook Prize or Instagram Prize for a prize of equal or greater value. The Facebook Winner (defined below) and Instagram Winner (defined below) will be selected by a random draw on Wednesday, March 26, 2025.
- 5) **HOW TO ENTER: NO PURCHASE NECESSARY.** During the Contest Period, keep an eye on our social media posts on Facebook and Instagram. To enter: (i) tag a Guinness lover in the comments, (ii) like and save the post, (iii) follow @bostonpizza on Facebook, and @bostonpizzacanada on Instagram, and (iv) share the post to your story for a bonus entry.
- 6) **SELECTION OF PROSPECTIVE WINNERS:** On Wednesday, March 26, 2025, one (1) entrant will be randomly selected from all entries received on Facebook during the Contest Period to win the Facebook Prize (the "**Facebook Winner**"), and one (1) entrant will be randomly selected from all entries received on Instagram during the Contest Period to win the Instagram Prize (the "**Instagram Winner**"). The Facebook Winner and the Instagram Winner will each be contacted by the Contest Operator or a representative of the Contest Operator via DM from the verified @bostonpizza account on Facebook or from the verified @bostonpizzacanada account on Instagram within three (3) days of the selection. If any potential Facebook Winner or Instagram winner is unable to be contacted after two (2)

attempts, he or she forfeits the prize and another entrant may, at the sole discretion of the Contest Operator, be selected.

- 7) **ODDS:** The odds of winning a Facebook Prize are dependent upon the total number of eligible entries received on Facebook during the Contest Period, and the odds of winning an Instagram Prize are dependent upon the total number of eligible entries received on Instagram during the Contest Period.
- 8) **AWARDING OF PRIZES:** The Contest Operator is not responsible for the failure, for any reason whatsoever, of a selected entrant to receive notification or for the Contest Operator to receive a selected entrant's response. No communication will be entered into by the Contest Operator with entrants except with the selected entrant. In order to be declared a Facebook Winner or Instagram Winner, the selected prospective Facebook Winner or Instagram Winner must:
- (a) have entered the Contest in compliance with these Official Contest Rules and Regulations and be eligible to win the Facebook Prize or Instagram Prize pursuant to these Official Rules and Regulations; and
 - (b) correctly answer, without assistance from any person, machine or device, within a ten minute period, the skill testing question on the Declaration and Waiver, and sign and return within a designated time period the Declaration and Waiver in a form prescribed by the Contest Operator, confirming his or her acceptance and compliance with these Official Rules and Regulations and releasing the Contest Operator, Guinness, BPCLP, each of BPCLP's franchisees, Facebook, Instagram, and each of their respective employees, directors, officers, governors, shareholders, affiliates, representatives, parent companies, subsidiaries, professional advisors, and advertising and promotional agencies (collectively, the "**Released Parties**") 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 Facebook Prize or Instagram Prize as awarded, the administration of the Contest and the selection of the Facebook Winner or Instagram Winner, with these Official Rules and Regulation, and a consent to the announcement of the Facebook Winner's or Instagram Winner's name, and the use by the Contest Operator of the Facebook Winner's or Instagram Winner's name, address, photograph or likeness, voice or statements for advertising and promotional purposes without any further compensation to the Facebook Winner or Instagram Winner.

A Facebook Prize and Instagram Prize must be accepted as awarded. A Facebook Prize and Instagram Prize is non-transferable and non-redeemable for cash. A Facebook Prize or Instagram Prize may not be substituted except by the Contest Operator, who reserves the right to substitute a Facebook Prize or Instagram Prize or any portion of the Facebook Prize or Instagram Prize with a prize of equal or greater value. By entering any part of the Contest, all entrants, should they win, agree to the use of their name, address (city only), photo, and/or image on videotape for publicity and promotional purposes without compensation. The Contest Operator reserves the right to disqualify any individual whom it finds in violation of these Official Rules and Regulations or tampering with the entry process. The Contest Operator reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. **Any attempt by anyone to deliberately undermine the legitimate operation of the Contest or any part of the Contest is in violation of criminal and civil laws and the Contest Operator reserves the right to seek damages or other legal remedy to the fullest extent permitted by law.**

- 9) **LIMITATION OF LIABILITY:** The Released Parties are not responsible for errors in the offer or administration of the Contest, or any part of the Contest, including but not limited to, errors in the advertising, these Official Rules and Regulations, the selection and announcement of the winners or the distribution of any prize. In addition, the Released Parties shall not be liable any damages caused or alleged to be caused by: (a) any entry, prize or other correspondence or data that is lost, stolen, late, garbled, distorted, delayed, damaged or misdirected for any reason; (b) for any failure, interruption, technical malfunction or delay; (c) any e-mail, text message or other communication sent or received to or from the Contest Operator or any of its agents or designees, for any reason; (d) for any incorrect, untimely or inaccurate information, whether caused by users or by equipment or programming errors associated with or utilized in any part of the Contest; (d) for any technical or human error which may occur in the processing of any entry or entries in the Contest; (f) for problems with the function of any website or website feature (including, without limitation any features thereon), howsoever caused; (g) for the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data, software, online systems, servers or access providers; (h) for any functionality lost due to not having cookies enabled; (i) for traffic congestion on the Internet; (j) for the security or privacy of information transmitted via telephone or computer networks; (k) for breaches of privacy due to interference

by third party “hackers” or for any damage caused to or incurred by any entrant or any other person by reason of any such event or occurrence; or (l) for printing errors appearing in these Official Rules and Regulations or related Contest materials. The Contest Operator may terminate or withdraw the Contest without liability, at any time, at its sole discretion.

- 10) **FACEBOOK AND INSTAGRAM:** Facebook and Instagram: (i) have no way sponsored, endorsed or administered the Contest; (ii) are not associated or connected with any part of the Contest in any manner whatsoever; and (iii) are not liable in any way whatsoever in regard to any matter, which relates to the Contest. You understand that you are providing your information to the Contest Operator and not to Facebook or Instagram. Any questions, comments or complaints will be directed to the Contest Operator and not Facebook or Instagram. Facebook and Instagram are indemnified and held harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) for any claim related to the Contest including without limitation the publicity or administration thereof.
- 11) **SUBJECT TO APPLICABLE LAWS:** Each part of the Contest is subject to all applicable federal, provincial, municipal and local laws. The Contest Operator reserves the right to modify or terminate the Contest, or any portion thereof, at any time without notice to participants. The Contest is VOID WHERE PROHIBITED BY LAW.
- 12) **PRIVACY STATEMENT:** Personal information collected during the administration of the Contest, or any part of the Contest, will only be used in conjunction with executing the terms of the Contest as described in these Official Rules and Regulations. By entering any part of the Contest, the Contest Operator and its parent companies, subsidiaries, affiliates and agencies, may collect and use the information an entrant provides on the contest card, including the Facebook Winner’s or Instagram Winner’s contact information, to qualify the Facebook Winner or Instagram Winner for the Contest and to contact the Facebook Winner or Instagram Winner and provide ongoing service regarding the same.
- 13) **BOSTON PIZZA:** Boston Pizza and the Boston Pizza roundel are registered trademarks of Boston Pizza Royalties Limited Partnership, used under license.
- 14) **GUINNESS:** Guinness is a registered trademark of Diageo Ireland Unlimited Company.