



WIN A NINTENDO SWITCH SYSTEM WITH BP
(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 Québec) who have attained the age of majority in the province in which they reside, 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 Rules and Regulations.**

- 1) **CONTEST ADMINISTRATION:** The Contest is administered and operated by Boston Pizza International Inc. (“**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.
- 2) **ELIGIBILITY:** To be eligible to win a prize in the Contest, you must: (i) be a legal resident of Canada (excluding residents of Québec); (ii) have attained the age of majority in the province in which you reside on August 1, 2023; and (iii) not be or be a member of the immediate families of an employee, contractor, agent or representative of Contest Operator, Boston Pizza Canada Limited Partnership (“**BPCLP**”), Nintendo of Canada Ltd. or any of their affiliates, agencies, any franchisee of BPCLP or any of their respective shareholders, trustees, directors, officers, employees or agents. For the purpose of the Contest, “immediate family” is defined as parent, child, guardian or any other person residing in the same household or domiciled with any such employees, contractors, agents or representatives.
- 3) **CONTEST PERIOD:** The contest period will commence on Tuesday, August 1, 2023 at 11:30:00 AM (Eastern Time) and will conclude on Tuesday, October 31, 2023 at 11:59:59 PM (Eastern Time) (the “**Contest Period**”).
- 4) **PRIZES:**

Major Prize: There will be thirty (30) major prizes to be awarded in Canada, each consisting of one (1) Nintendo Switch -- OLED Model system and download codes for two (2) digital games compatible with the Nintendo Switch system (each, a “**Major Prize**”), distributed across the prizing regions of Canada as follows:

Prizing Region of Canada	Number of Major Prizes Available to be Won in Region
British Columbia, Yukon, Northwest Territories and Nunavut combined	5
Alberta	8
Saskatchewan and Manitoba combined	4
Ontario	9
New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador combined	4

The approximate value of each Major Prize is CAD\$610.00.

Secondary Prize: There will be twenty (20) secondary prizes to be awarded in Canada, each containing various Nintendo-branded merchandise (each, a “**Secondary Prize**”), distributed across the regions of Canada as follows:

Prizing Region of Canada	Number of Secondary Prizes Available to be Won in Region
British Columbia, Yukon, Northwest Territories and Nunavut combined	3
Alberta	6
Saskatchewan and Manitoba combined	3
Ontario	6
New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador combined	2

The approximate value of each Secondary Prize is CAD\$250.00.

- 5) **HOW TO ENTER: NO PURCHASE NECESSARY.** To enter the Contest and to have a chance to win a Major Prize or a Secondary Prize, simply scan the QR code provided in the Boston Pizza Kid's Menu Booklet that can be obtained at participating Boston Pizza restaurants across Canada, excluding Québec ("**Participating Boston Pizza Restaurants**") or can be found on various advertisements located at Participating Boston Pizza Restaurants and on Boston Pizza's social media platforms, to access entry on the Contest site at bostonpizza.com/nintendoswitch. (the "**Contest Website**"). Click on the Contest tab and follow the on-screen instructions to complete the online entry form in full. All fields on the entry form must be completed unless they are otherwise indicated as optional. Limit: one (1) entry per person/email address per day. The Contest Operator is not responsible for lost or late entries or entries that have been tampered with. All decisions of the Contest Operator shall be final and shall not be subject to appeal.

6) **SELECTION OF PROSPECTIVE WINNERS:**

Major Prizes:

On Wednesday, November 1, 2023 at 10:00:00 AM (Eastern Time), prospective Major Prize winners will be selected as follows:

- (a) five (5) prospective Major Prize winners will be selected from all entries received from entrants who supplied an address within British Columbia, Yukon, Northwest Territories or Nunavut;
- (b) eight (8) prospective Major Prize winners will be selected from all entries received from entrants who supplied an address within Alberta;
- (c) four (4) prospective Major Prize winners will be selected from all entries received from entrants who supplied an address within Saskatchewan or Manitoba;
- (d) nine (9) prospective Major Prize winners will be selected from all entries received from entrants who supplied an address within Ontario; and
- (e) four (4) prospective Major Prize winners will be selected from all entries received from entrants who supplied an address within New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland and Labrador,

for a total of thirty (30) prospective Major Prize winners.

Secondary Prize:

On Wednesday, November 1, 2023 at 11:00:00 AM (Eastern Time), prospective Secondary Prize winners will be selected as follows:

- (a) three (3) prospective Secondary Prize winners will be selected from all entries received from entrants who supplied an address within British Columbia, Yukon, Northwest Territories or Nunavut;
- (b) six (6) prospective Secondary Prize winners will be selected from all entries received from entrants who supplied an address within Alberta;
- (c) three (3) prospective Secondary Prize winners will be selected from all entries received from entrants who supplied an address within Saskatchewan or Manitoba;
- (d) six (6) prospective Secondary Prize winners will be selected from all entries received from entrants who supplied an address within Ontario; and
- (e) two (2) prospective Secondary Prize winners will be selected from all entries received from entrants who supplied an address within New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland and Labrador;

for a total of twenty (20) prospective Secondary Prize winners.

The prospective Major Prize winners and Secondary Prize winners will be contacted by the Contest Operator or a representative of the Contest Operator via email within two (2) days of the selection. If any potential Major Prize Winner or Secondary Prize Winner is unable to be contacted by the Contest Operator after three (3) attempts, he or she forfeits the Major Prize or Secondary Prize and another entrant may, at the sole discretion of the Contest Operator, be selected.

- 7) **ODDS OF WINNING A PRIZE:** The odds of winning a Major Prize or Secondary Prize are dependent upon the total number of eligible entries received in each applicable prizing region during the Contest Period.
- 8) **AWARDING OF PRIZE:** The Contest Operator is not responsible for the failure, for any reason whatsoever, of a prospective prize winner to receive notification or for the Contest Operator to receive a prospective prize winner's response. No communication will be entered into by the Contest Operator with Contest entrants except with the prospective prize winners. In order for a prospective Major Prize winner or Secondary Prize winner to be declared a Major Prize winner or Secondary Prize winner, respectively, each selected prospective winner must:
- (a) correctly answer a mathematical skill-testing question without assistance; and
 - (b) sign and return, within a designated time period a 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, BPCLP, each franchisee of BPCLP, Nintendo of Canada Ltd., Facebook, Instagram and Twitter 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 "**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 a prize as awarded, the administration of the Contest and the selection of any potential winners.

The executed Declaration and Waiver form must be returned to the Contest Operator within five (5) business days after the notification of having been selected as the winner of a Major Prize or Secondary Prize, if not, the prospective winner will be disqualified and another prospective Major Prize winner or prospective Secondary Prize winner will be selected. By accepting a prize in the Contest, a Major Prize winner or Secondary Prize winner agrees to hold the Released Parties harmless from and against any and all claims and liability arising out of or in any way connected with the operation of the Contest and use of a prize. A Major Prize winner or Secondary Prize winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Contest or use or redemption of a prize. A prospective Major Prize winner or prospective Secondary Prize winner who provides an incorrect answer on the mathematical skill-testing question will no longer be eligible to win a prize and another prospective winner will be drawn in his/her place.

Each Major Prize or Secondary Prize must be accepted as awarded. Each Major Prize or Secondary Prize is non-transferable and non-redeemable for cash. A Major Prize or Secondary Prize may not be substituted except by the Contest Operator, who reserves the right to substitute a prize or any portion of a Major Prize or Secondary 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, Major Prize or Secondary 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 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; (e) 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.

- 10) **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.
- 11) **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 entry, including winner’s contact information, to qualify the Major Prize winner or Secondary Prize winner for the Contest and to contact the Major Prize winner or Secondary Prize winner and provide ongoing service regarding the same.
- 12) **FACEBOOK, INSTAGRAM AND TWITTER:** Facebook, Instagram and Twitter: (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, Instagram or Twitter. Any questions, comments or complaints will be directed to the Contest Operator and not Facebook, Instagram or Twitter. Facebook, Instagram and Twitter 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.
- 13) **BOSTON PIZZA:** Boston Pizza and the Boston Pizza roundel are trademarks of Boston Pizza Royalties Limited Partnership, used under license.

Nintendo is not a sponsor, co-sponsor or administrator of this contest.