



GAME DAY MENU WEEKLY PRIZE DRAW
(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 Rules and Regulations.**

- 1) **ADMINISTRATION:** The Contest is jointly administered and operated by Boston Pizza International Inc. ("BPI") and participating Boston Pizza restaurants in Canada, excluding Quebec ("**Participating BP Restaurants**") and collectively with BPI, 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.
- 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) be the age of majority in the province in which you reside on September 5, 2024; and (iii) not be a member of the immediate families of an employee, contractor, agent or representative of BPI, Boston Pizza Canada Limited Partnership ("**BPCLP**") 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 will commence on Thursday, September 5, 2024 at 11:30:00 AM (Local Time) and will conclude on Sunday, January 5, 2025 at 11:59:59 AM (Local Time) (the "**Contest Period**").
- 4) **PRIZES:** There will be one (1) prize to be won at each Participating BP Restaurant for each week of the Contest for a total of eighteen (18) prizes during the Contest Period at each Participating BP Restaurant. For the purpose of the Contest, a "**week**" is defined as the period starting from Tuesday at 11:30 AM (Local Time) and ending on the following Monday immediately after the conclusion of the Monday night game. However, the first contest week will start on a Thursday to align with the beginning of the Contest Period and the last contest week will end on Sunday to align with the end of the Contest Period. The winner for each week will be selected by a random draw immediately after the conclusion of the Monday night game, marking the end of that contest week. For example, the winner for Week 1 (September 5, 2024 - September 9, 2024) will be selected on Monday, September 9, 2024 after the conclusion of the Monday night game. However, the winner for the last contest week will be selected by a random draw the day following the end of that contest week. Specifically, the weekly breakdown is as follows:
 - (a) Week 1: September 5, 2024 (Thursday) - September 9, 2024 (Monday)
Winner selected on September 9, 2024, after conclusion of the Monday night game
 - (b) Week 2: September 10, 2024 (Tuesday) - September 16, 2024 (Monday)
Winner selected on September 16, 2024, after conclusion of the Monday night game
 - (c) Week 3: September 17, 2024 (Tuesday) - September 23, 2024 (Monday)
Winner selected on September 23, 2024, after conclusion of the Monday night game
 - (d) Week 4: September 24, 2024 (Tuesday) - September 30, 2024 (Monday)
Winner selected on September 30, 2024, after conclusion of the Monday night game
 - (e) Week 5: October 1, 2024 (Tuesday) - October 7, 2024 (Monday)
Winner selected on October 7, 2024, after conclusion of the Monday night game
 - (f) Week 6: October 8, 2024 (Tuesday) - October 14, 2024 (Monday)
Winner selected on October 14, 2024, after conclusion of the Monday night game
 - (g) Week 7: October 15, 2024 (Tuesday) - October 21, 2024 (Monday)
Winner selected on October 21, 2024, after conclusion of the Monday night game
 - (h) Week 8: October 22, 2024 (Tuesday) - October 28, 2024 (Monday)
Winner selected on October 28, 2024, after conclusion of the Monday night game

- (i) Week 9: October 29, 2024 (Tuesday) - November 4, 2024 (Monday)
Winner selected on November 4, 2024, after conclusion of the Monday night game
- (j) Week 10: November 5, 2024 (Tuesday) - November 11, 2024 (Monday)
Winner selected on November 11, 2024, after conclusion of the Monday night game
- (k) Week 11: November 12, 2024 (Tuesday) - November 18, 2024 (Monday)
Winner selected on November 18, 2024, after conclusion of the Monday night game
- (l) Week 12: November 19, 2024 (Tuesday) - November 25, 2024 (Monday)
Winner selected on November 25, 2024, after conclusion of the Monday night game
- (m) Week 13: November 26, 2024 (Tuesday) - December 2, 2024 (Monday)
Winner selected on December 2, 2024, after conclusion of the Monday night game
- (n) Week 14: December 3, 2024 (Tuesday) - December 9, 2024 (Monday)
Winner selected on December 9, 2024, after conclusion of the Monday night game
- (o) Week 15: December 10, 2024 (Tuesday) - December 16, 2024 (Monday)
Winner selected on December 16, 2024, after conclusion of the Monday night game
- (p) Week 16: December 17, 2024 (Tuesday) - December 23, 2024 (Monday)
Winner selected on December 23, 2024, after conclusion of the Monday night game
- (q) Week 17: December 24, 2024 (Tuesday) - December 30, 2024 (Monday)
Winner selected on December 30, 2024, after conclusion of the Monday night game
- (r) Week 18: December 31, 2024 (Tuesday) - January 5, 2025 (Sunday)
Winner selected on January 6, 2025 (Monday)

At the end of each of Week 1 to Week 9, inclusive, a prize pack consisting of one (1) \$25 Boston Pizza food voucher and one (1) NFL team merchandise of either a t-shirt, toque or plastic collectible cup will be awarded at each Participating BP Restaurant (each a **"Week 1 to Week 9 Prize"**). The approximate retail value of each Week 1 to Week 9 Prize is CAD\$45.00.

At the end of each of Week 10 to Week 18, inclusive, a prize pack consisting of one (1) \$25 Boston Pizza food voucher and one (1) NFL team branded cocktail glass will be awarded at each Participating BP Restaurant (each a **"Week 10 to Week 18 Prize"**). The approximate retail value of each Week 10 to Week 18 Prize is CAD\$55.00.

The \$25 Boston Pizza food voucher must be redeemed at the Participating BP Restaurant where the prize was won on or before the expiry date stated on the voucher.

- 5) **HOW TO ENTER: NO PURCHASE NECESSARY.** To enter and have a chance to win a Week 1 to Week 9 Prize or a Week 10 to Week 18 Prize, visit a Participating BP Restaurant during the Contest Period and purchase a beverage from the Game Day Deals menu to receive an entry ballot. One entry ballot for each beverage purchased from the Game Day Deals menu. Complete the entry ballot, including your email address, and deposit in the ballot box located in the Participating BP Restaurant. To receive a ballot with no purchase, simply ask your server for an entry ballot. The Contest Operator is not responsible for 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:** At the end of each contest week (see paragraph 4 for weekly breakdown), one (1) entrant will be randomly selected at each Participating BP Restaurant from all entries received during the Contest Period at the same Participating BP Restaurant to win a Week 1 to Week 9 Prize or a Week 10 to Week 18 Prize, as applicable (each a **"Prize Winner"**). Each selected entrant 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 Prize Winner is unable to be contacted after three (3) attempts, he or she forfeits the Week 1 to Week 9 Prize or Week 10 to Week 18 Prize, as applicable, and another entrant may, at the sole discretion of the Contest Operator, be selected.
- 7) **ODDS:** The odds of winning a Week 1 to Week 9 Prize or a Week 10 to Week 18 Prize are dependent upon the total number of eligible entries received at each Participating BP Restaurant during the Contest Period.
- 8) **AWARDING OF PRIZE:** 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 entrants. In order to be declared a Prize Winner, 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, Facebook, Instagram and X 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 of liability form must be returned within two (2) business days after the notification of having been selected as the winner of a prize, if not the winner or the selected entrant will be disqualified and another Prize Winner may be selected as determined by Contest Operator in its sole discretion. By accepting a prize in the Contest, a 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 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. An eligible selected entrant who provides an incorrect answer will no longer be eligible to win a prize and another selected entrant may be drawn in his/her place.

Each Week 1 to Week 9 Prize or Week 10 to Week 18 Prize must be accepted as awarded. Each Week 1 to Week 9 Prize or Week 10 to Week 18 Prize is non-transferable and non-redeemable for cash. A Week 1 to Week 9 Prize or Week 10 to Week 18 Prize may not be substituted except by the Contest Operator, who reserves the right to substitute a prize or any portion of a Week 1 to Week 9 Prize or Week 10 to Week 18 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 communication sent or received to or from BPI 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.
- 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 Prize Winner’s contact information, to qualify a Prize Winner for the Contest and to contact a Prize Winner and provide ongoing service regarding the same.

- 12) **FACEBOOK, INSTAGRAM AND X:** Facebook, Instagram and X: (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 X. Any questions, comments or complaints will be directed to the Contest Operator and not Facebook, Instagram or X. Facebook, Instagram and X 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.