



**BP TEST KITCHEN CONTEST**  
(the "Contest")

**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. **CONTEST ADMINISTRATOR:** The Contest is administered and operated by Boston Pizza International Inc. (the "**Contest Administrator**" or "**BPI**"). The decisions of the Contest Administrator 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 any prize in the Contest, you must: (a) be a legal resident of Canada (excluding residents of Québec); (b) have attained the age of majority in the province in which you reside; and (c) not be a member of the immediate families of an employee, contractor, agent or representative of BPI, or any of their respective affiliates, agencies, prize suppliers, any franchisee of Boston Pizza Canada Limited Partnership 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 a spouse, child, parent or any person residing in the same household or domiciled with any such employees, contractors, agents or representatives.
3. **CONTEST PERIOD:** The Contest will commence on Friday, January 1, 2016 at 12:00:00AM (AT) and will conclude on Saturday, December 31, 2016 at 11:59:59PM (PT) (the "**Contest Period**"). For the purpose of these Rules and Regulations, the Contest Period is divided as follows: (i) January 1, 2016 at 12:00:00AM (AT) to March 31, 2016 at 11:59:59PM (PT), (ii) April 1, 2016 at 12:00:00AM (AT) to June 30, 2016 at 11:59:59PM (PT), (iii) July 1, 2016 at 12:00:00AM (AT) to September 30, 2016 at 11:59:59PM (PT), and (iv) October 1, 2016 at 12:00:00AM (AT) to December 31, 2016 at 11:59:59PM (PT) (each a "**Quarter**").
4. **PRIZES:** There will be one (1) \$500 Boston Pizza gift card (each a "**Quarterly Sign-Up Prize**"), and two (2) \$200 Boston Pizza gift cards (each a "**Quarterly Participation Prize**") awarded in respect of each Quarter during the Contest Period, for a total of twelve (12) prizes during the Contest Period. A Quarterly Sign-Up Prize or Quarterly Participation Prize must be accepted as awarded and has no cash value. A Quarterly Sign-Up Prize or Quarterly Participation Prize is non-transferable, non-redeemable and no substitution will be made except that the Contest Administrator, in its sole discretion, reserves the right to substitute any Quarterly Sign-Up Prize or Quarterly Participation Prize for a prize of equal or greater value.
5. **HOW TO ENTER: NO PURCHASE NECESSARY.**

To enter for a chance to win a Quarterly Sign-Up Prize, log on to the website <http://www.bptestkitchen.com>, register and follow the instructions to complete the survey. Upon registering and completing the survey, you will receive one entry into the Contest. Once you have entered the Contest during a Quarter, you may not enter again for a chance to win a Quarterly Sign-Up Prize. Limit of one entry per email address during the Contest Period.

If you have entered for a chance to win a Quarterly Sign-Up Prize, you may also enter for a chance to win a Quarterly Participation Prize by logging on to the website <http://www.bptestkitchen.com> and follow the instructions to complete the survey. By continuing to participate in any survey during any Quarter, you will be entered for a chance to win a Quarterly Participation Prize in respect of that Quarter. Limit of one entry per email address during any Quarter for a chance to win a Quarterly Participation Prize.

Only entries made or received before the end of each Quarter will be eligible to win a Quarterly Sign-Up Prize or Quarterly Participation Prize in respect of the Quarter. By entering the Contest, you represent and warrant that you have read and accepted these Rules and Regulations, and understand that you may be contacted by the Contest Administrator. The use of any device to automate the entry process is prohibited.

6. **SELECTION OF WINNERS:** On the fifteen day after the end of each Quarter, a random draw will be made by a representative of the Contest Administrator at 10:00:00AM (ET) at 1 City Centre Drive, Suite 708, Mississauga, Ontario, Canada, L5B 1M2, to select one potential winner of a Quarterly Sign-Up Prize or Quarterly Participation Prize in respect of that Quarter from all entries that the Contest Administrator received during that particular Quarter. For greater certainty, random draws will be made on:
- a) April 15, 2016 to select one potential winner of a Quarterly Sign-Up Prize for the Quarter ending at 11:59:59PM (PT) on March 31, 2016 from entries received by the Contest Administrator during that Quarter;
  - b) April 15, 2016 to select two potential winners of two Quarterly Participation Prizes for the Quarter ending at 11:59:59PM (PT) on March 31, 2016 from entries received by the Contest Administrator during that Quarter;
  - c) July 15, 2016 to select one potential winner of a Quarterly Sign-Up Prize for the Quarter ending at 11:59:59PM (PT) on June 30, 2016 from entries received by the Contest Administrator during that Quarter;
  - d) July 15, 2016 to select two potential winners of two Quarterly Participation Prizes for the Quarter ending at 11:59:59PM (PT) on June 30, 2016 from entries received by the Contest Administrator during that Quarter;
  - e) October 15, 2016 to select one potential winner of a Quarterly Sign-Up Prize for the Quarter ending at 11:59:59PM (PT) on September 30, 2016 from entries received by the Contest Administrator during that Quarter;
  - f) October 15, 2016 to select two potential winners of two Quarterly Participation Prizes for the Quarter ending at 11:59:59PM (PT) on September 30, 2016 from entries received by the Contest Administrator during that Quarter;
  - g) January 15, 2016 to select one potential winner of a Quarterly Sign-Up Prize for the Quarter ending at 11:59:59PM (PT) on December 31, 2016 from entries received by the Contest Administrator during that Quarter; and
  - h) January 15, 2016 to select two potential winners of two Quarterly Participation Prizes for the Quarter ending at 11:59:59PM (PT) on December 31, 2016 from entries received by the Contest Administrator during that Quarter.

Accordingly, there will be twelve (12) winners of prizes in total at the conclusion of the Contest. Within seven (7) business days after the applicable random draw is concluded, the Contest Administrator will attempt to contact each potential winner via the contact information listed on the entry for a period of three (3) business days. If a potential winner cannot be contacted within the allotted time, he/she is no longer eligible to win and another entrant will be drawn from the remaining entries received by the Contest Administrator during the applicable Quarter and the process of contacting the new entrant will be repeated.

7. **DECLARATION OF WINNER:** To be declared a winner of a Quarterly Sign-Up Prize or Quarterly Participation Prize, each potential winner selected in accordance with Section 6 above must: (a) correctly answer a mathematical skill-testing question without assistance; (b) sign and return within a designated time period a Declaration and Waiver, in a form prescribed by the Contest Administrator, confirming his or her acceptance and compliance with these Rules and Regulations and releasing BPI, each of Boston Pizza Canada Limited Partnership's franchisees, and each of their respective employees, directors, officers, 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 Quarterly Sign-Up Prize or Quarterly Participation

Prize as awarded, the administration of the Contest and the selection of any potential winners. A potential winner must return the executed Declaration and Waiver form to the Contest Administrator within five (5) business days after the Contest Administrator notifies the potential winner as having been selected to win a Quarterly Sign-Up Prize or Quarterly Participation Prize. If a potential winner does not return the executed Declaration and Waiver form to the Contest Administrator within this time, or if the Contest Administrator determines that the potential winner does not satisfy the eligibility requirements set out in Section 2 above, or has not fully complied with these Rules and Regulations, then the potential winner will be disqualified and another potential winner will be drawn from the remaining entries received by the Contest Administrator during the applicable Quarter. By accepting a Quarterly Sign-Up Prize or Quarterly Participation 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 Quarterly Sign-Up Prize or Quarterly Participation Prize. A Quarterly Sign-Up Prize or Quarterly Participation 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 Quarterly Sign-Up Prize or Quarterly Participation Prize. An selected entrant who provides an incorrect answer will no longer be eligible to win a prize and another selected entrant will be drawn in his/her place.

8. **ODDS OF WINNING:** The odds of winning a Quarterly Sign-Up Prize or Quarterly Participation Prize in respect of any particular Quarter during the Contest Period are dependent upon the number of eligible entries received during that particular Quarter.
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 Rules and Regulations, the selection and announcement of any winner or the distribution of any Quarterly Sign-Up Prize or Quarterly Participation Prize. In addition, the Released Parties shall not be liable for 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 email, MMS message or other communication sent or received to or from the Contest Administrator 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 Rules and Regulations or related Contest materials. The Contest Administrator may terminate or withdraw the Contest without liability, at any time, at its sole discretion.
10. **SUBJECT TO APPLICABLE LAWS:** The Contest is subject to all applicable federal, provincial, municipal and local laws. The Contest Administrator 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:** By entering any part of the Contest, you consent to the Contest Administrator collecting, using and disclosing personal information provided by you in accordance with BPI's privacy policy. Such personal information will be used by Contest Administrator for administering the Contest, and will be used by the Contest Administrator for any purposes permitted by BPI's privacy policy.
12. **GENERAL:** No correspondence will be entered into except with the potential winners. All entries become the property of the Contest Administrator. By participating in the Contest, entrants agree to be bound by these Rules and Regulations and the decisions of the Contest Administrator. By entering 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 further notice, permission or compensation. The Contest Administrator reserves the right to disqualify any individual whom it finds in violation of these Rules and Regulations or tampering with the entry process. The Contest Administrator 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 is in violation of criminal and civil laws and the Contest Administrator and BPI reserve the right to seek damages or other legal remedy to the fullest extent permitted by law.**