

# “Pizza Pizza MLB All-Star Contest” Rules

## DEFINITIONS

“Sponsors” means **Pizza Pizza Limited**, 500 Kipling Avenue, Toronto, ON M8Z 5E5

## AGREEMENT TO OFFICIAL RULES

Participation in the Pizza Pizza Major League Baseball All-Star Contest (the “**Contest**”) constitutes full and unconditional agreement and acceptance of these official rules (“Rules”), which are final on all matters relating to the Contest. **NO PURCHASE NECESSARY.**

1. **Contest Period:** The Contest runs from 11:00 a.m. Eastern time (ET) on Monday, April 17, 2017 and closes at 11:59 p.m. ET on Sunday, June 18, 2017 (the “**Contest Period**”).
2. **How to Enter.** There are two ways to enter.

### 1. Method of Entry

#### *Method of Entry #1*

During the Contest Period, eligible entrants who order the “\$11.11 special” consisting of any Small, Medium or Large three (3) topping pizza and a dipping sauce for \$11.11 (before taxes and fees) will receive a unique code with their order. To enter, visit the Contest page at [www.pizzapizza.ca](http://www.pizzapizza.ca), click on the applicable contest and fill out the online entry form including the unique code. Contest draw using the contact info provided in this entry form. To be eligible for entry into the Contest, all “\$11.11” orders must be purchased prior to the end of the Contest Period and delivered to a location within the participating territory in Ontario, Manitoba, Saskatchewan or Nova Scotia. Only one entry per person per day during the Contest Period.

If you do not receive the unique code with your order, please send an email to [contests@pizzapizza.ca](mailto:contests@pizzapizza.ca) with your receipt details within 72 hours of your order to request a code.

#### *Method of Entry #2 – No Purchase Entry Method*

During the Contest Period, submit a minimum one hundred (100) word hand-written essay describing your favourite Major League Baseball moment along with your hand-printed name, address, and day and evening telephone numbers (including area code) in an envelope with proper postage affixed and send to: “**Pizza Pizza MLB All-Star Contest**”, 500 Kipling Avenue, Toronto, Ontario M8Z 5E5 or via email to [contests@pizzapizza.ca](mailto:contests@pizzapizza.ca). Entries must be sent during the Contest Period to be eligible. Pizza Pizza Limited and the “**Contest Sponsors**” are not responsible for lost, late, incomplete, illegible, damaged, destroyed, postage due, or misdirected entries. Each entry must be submitted in a separate envelope. No bulk mailings will be accepted. Only one entry per person per day during the Contest Period.

All entries will become the property of the Contest Sponsors and will not be returned. Entries which are incomplete or fraudulent are null and void. The Contest Sponsors do not accept any responsibility for incorrect or inaccurate capture of entry information, including (but not limited to), malfunction, human error, lost/delayed/garbled Internet/e-mail transmission, omission, interruption, deletion, defect, or failures of any telephone, technical, network, online, or hardware or software or any combination hereof. Entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. By submitting his or her personal information through his/her Pizza Pizza online profile or his/her no purchase entry submission, entrant consents to Contest Sponsors using his or her personal information for the purpose of administering this Contest. Personal information will not be used for any other purposes without the entrant’s consent.

### 2. Prizes

There will be one (1) Selected Entrants (defined below) drawn at random, for the following prize (“Prize”) available to be won. The Prize consists of the following:

Flight for Two (2) to Miami, FL;  
Accommodations for Two (2) for five (5) nights from July 7 to 11, 2017;  
Two (2) tickets to the following events:

- All-Star Game
- Home Run Derby
- All-Star Pre-Game Party
- All-Star Gala
- All-Star FanFest

Approximate retail value of the prize is \$7,000.00 CAN.

The Contest Sponsors make no warranty, guarantee or representation of any kind concerning the prizes and disclaim any implied warranty.

The Prize Winner ("Winner") will receive a Six (6) day, Five (5) night trip from July 7 to 11, 2017 for the Winner and one (1) guest ("Guest") to Miami, Florida. Each Prize will include round trip coach class air transportation for Winner and one (1) Guest from a major international airport near Winner's home (as determined by Pizza Pizza in their sole discretion) to Miami, FL; five (5) nights standard hotel accommodation (one room, double occupancy, room and tax only); two (2) tickets to the following Major League Baseball All-Star events: 88<sup>th</sup> MLB All-Star Game, Home Run Derby, All-Star Pre-Game Party, All-Star Gala, and All-Star FanFest. The Approximate Retail Value ("ARV") of the Prize is seven thousand dollars (\$7,000 CAN). If Winner elects to partake in any or all portions of his/her Prize with no Guests, the Prize will be awarded to Winner, and any remainder of the Prize not awarded will be forfeited and shall not be subject to further or alternative compensation. All elements of the Prize must be redeemed at the same time, and no changes will be permitted after confirmation of Prize redemption. If Winner is between the ages of eighteen (18) and twenty-one (21), he/she must be accompanied by an adult of at least twenty-one (21) years of age and order to check into the hotel. Unless child or ward of Winner or one of the allotted Guests, each Guest must be eighteen (18) years of age or older as of the date of departure and must travel on the same itinerary and at the same time as the Winner. Specific travel dates and arrangements are subject to air travel, holiday, blackout dates, and other prize and travel restrictions. Winner and Guest are responsible for obtaining, at their own expense, any necessary travel documentation (i.e. valid visas, passports, etc.) prior to travel. ARV of Prize may vary depending upon the points of departure, ground transportation, and/or airline fare fluctuations; any difference between stated ARV and final ARV of Prize will not be awarded. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, transfers to and from airports, phone calls, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Prize and all such expenses are the sole responsibility of Winner and his/her Guest. Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, baggage charges and security charges. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued and stopovers are not permitted. Travel arrangements must be made through Pizza Pizza.

### **3. Winner Selection and Odds**

A random draw will be conducted from all eligible entries and non-purchase entries at Pizza Pizza Limited, 500 Kipling Avenue, Toronto, Ontario M8Z 5E5 on Monday, June 19, 2017 at approximately 11:00 a.m. ET (the "Contest Draw Date") to select the potential winner ("Selected Entrant"). Selected Entrant will be contacted by telephone, on the telephone number associated with their Pizza Pizza online entry form or as indicated on the no-purchase entry form.

The odds of winning a prize depends on the number of eligible entries received during the Contest Period.

### **4. Eligibility**

To be eligible to win a prize, the Contest is open only to legal residents of the provinces of Ontario, Manitoba, Saskatchewan, and Nova Scotia. The following persons are not eligible to win a prize: employees, officers, or directors or their immediate family members or those domiciled with such persons of the Contest Sponsors or the affiliates, promotional agencies and independent judging organization of the foregoing entities. The Contest is void where prohibited or restricted by law.

### **5. Winner declaration**

Before being declared a prize Winner, (i) Selected Entrant must correctly answer a time-limited mathematical skill-testing question without assistance or the use of a calculator, administered at the time of contact; and (ii) Selected Entrant and his/her guest must sign a Declaration of Compliance with these Rules and a Release of Liability, releasing the Contest Parties, as defined herein, sign and return a publicity release and release of liability (the "Contest Release") which confirms, among other things, that the entrant: (i) releases and holds harmless, to the full extent of the law, the Contest Sponsors, and each of their respective directors, officers, owners, partners, employees, agents, mandataries, franchisees, subsidiaries, affiliates, associated companies, representatives, successors and assigns (collectively, the "Contest Parties" or "Releasees") from any and all liability in connection with: (a) a Selected Entrant's and/or his/her guest's participation in the Contest; (b) the acceptance and use of the prize awarded in the Contest; (c) the administration of the Contest by the Contest Sponsors, including (without limitation) the selection of prize winners or the distribution of prizes awarded in this Contest; and (d) a waiver. If any Selected Entrant's guest is under the age of 18, his/her release must be signed by his/her parent or legal guardian. The Declaration and Release document(s) must be returned on or before the date indicated on the documents or the applicable prize will be forfeited or redistributed at the Contest Sponsors' sole discretion.

If a Selected Entrant cannot answer, or incorrectly answers, the skill-testing question, or fails to respond to the notification within forty-eight (48) hours of the first attempted contact by telephone to the phone number associated with the Selected Entrant's Pizza Pizza online entry form or on his/her non-purchase manual or email entry, or if the Contest Sponsors are otherwise unable to contact the selected entrant within such time, or if the Selected Entrant refuses or fails to return executed declaration and release forms for the selected entrant and their respective guest, or if a selected entrant otherwise does not meet any of the Contest eligibility requirements, or satisfy any other Contest conditions, that entry will be disqualified and another entry may be selected in Contest Sponsors' sole discretion. Time permitting, the process may continue until the winner of the applicable prize has been selected and confirmed at the Contest Sponsors' sole discretion.

### **6. General Rules**

Each prize must be accepted as awarded and no prize substitutions of cash or otherwise or transfer of a prize will be made, provided that the Contest Sponsors may make prize substitutions of equal or greater value at their sole discretion. Prizes may not be exactly as shown in Contest publicity or promotional materials. No telephone or other correspondence will be entered into regarding the Contest except with Selected Entrants and winners.

In order to claim a prize, each Contest entrant will be required to consent to the use of his/her name, image, photograph, voice statement(s) and city of residence, without further compensation, for any and all publicity purposes, commercial or otherwise, in all media used by the Released Parties.

The Contest is subject to all applicable federal, provincial and municipal laws and regulations, and shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

By participating in the Contest, each Contest entrant agrees to be bound by these Rules and regulations and all decisions of the Contest Sponsors, which decisions are final with respect to all matters relating to the Contest, including (without limitation) the selection of the prize winners. All decisions made by the Contest Sponsors with respect to any aspect of this Contest are final.

Each Contest entrant agrees to hold harmless and indemnify the Released Parties against any and all liability, damages or causes of action (however named or described with respect to or arising out of either: (i) entrant's participation in the Contest; (ii) the receipt or use of the prize awarded herein; or (iii) the administration of the Contest (including winner selection) and distribution of the prize awarded herein.

Contest entrants hereby release, waive and discharge any and all claims of damage, loss or causes of action (including, negligence), including (but not limited to) death, personal injury or loss or damage to property, which the entrant or any of the entrant's representatives, heirs, next of kin or assignees ("Entrant's Representatives") may have or which may hereinafter accrue to the entrant or Entrant Representatives against the Released Parties as a result of the entrant's participation in the Contest or the receipt or use of the prize(s) awarded herein.

The following are prohibited and will result in automatic disqualification from the Contest: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Rules; and (3) any other act which the Contest Sponsors determine, at their sole discretion, jeopardizes the integrity of the Contest.

Neither the Contest Parties or the Releasees are responsible for any printing, distribution or production errors, or for any late, lost or misdirected entries. The Contest Sponsors may terminate, modify, waive, suspend or withdraw from this Contest (and/or any aspect thereof, including methods for selection of the prize winners), in whole or in part, at any time without notice for any reason, without liability, at their sole discretion.

The Contest Parties and the Releasees shall not be responsible for tampering, theft, human errors (including gross negligence) ineligibility, lost, late or misdirected entries or for any problems, failures or technical malfunctions of any telephone network or lines, computer online systems or servers, computer software problems or traffic congestion on the internet, or at any website and assume no liability for damage to entrant's or any person's computer resulting from participating in the Contest or the failure of Contest Sponsors to process any entry and otherwise award any prize. Nor is responsibility assumed for printing errors appearing in these Rules or related Contest materials. In addition, Contest Parties and the Releasees will not assume any responsibility of any nature whatsoever in all cases where their inability to hold the Contest or to remit the prize to the winner results from a cause beyond their control, including Acts of God, weather conditions, strike, lock-out or other labour dispute, or cancellation of the event to which a prize relates. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should an attempt be made, Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Privacy: By entering this Contest, you consent to the Contest Sponsors storing and using the personal information submitted through automatic entry and through no-purchase entry for the purpose of administering the Contest in accordance with these Official Rules and the Contest Sponsors' privacy policies, available at <http://www.pizzapizza.ca/privacy-policy>.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures in other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control.

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