

# “Pizza Pizza’s Winnipeg Jets Tickets Contest” Rules

## DEFINITIONS

“Contest Sponsor” means Pizza Pizza, 500 Kipling Avenue, Toronto, ON M8Z 5E5

“Winnipeg & Area” This Contest is open only to legal residents of Ontario 18 years of age and older who live within a 50 mile radius of the City of Winnipeg.

## AGREEMENT TO OFFICIAL RULES

Participation in Pizza Pizza’s Winnipeg Jets Tickets 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 Standard Time (EST) on Tuesday, February 19, 2019 and closes at 11:59 p.m. EST on Sunday, March 24, 2019. (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 place an order online at [www.pizzapizza.ca](http://www.pizzapizza.ca) or through the Pizza Pizza mobile ordering app (available for iOS & Android devices), on JETS game days and enter code “JETS” in the coupon section at checkout will automatically be entered into the contest. To be eligible for entry into the contest, the order must be \$20 or more before applicable taxes, purchased and delivered/picked up at a location within the participating territories in Winnipeg & Area (see definitions for inclusions). Cancelled orders do not qualify.

#### *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 Winnipeg Jets memory, 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’s Winnipeg Jets Tickets 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 is 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 Sponsor and will not be returned. Entries which are incomplete or fraudulent are null and void. The Contest Sponsor does 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 available to be won. The prize consist of the following:

#### Grand Prize

Two (2) tickets to the Winnipeg Jets game on March 30<sup>th</sup> against the Montreal Canadiens held at the Bell MTS Centre at 300 Portage Ave, Winnipeg, MB R3C 5S4

Approximate retail value of one (1) Winnipeg Jets Grand Prize is \$500 CAN.

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

### 3. Winner Selection and Odds

A random draw will be conducted from all eligible entries and non-purchase entries at Pizza Pizza, 500 Kipling Avenue, Toronto, Ontario M8Z 5E5 on Monday, March 25, 2019 at approximately 11:00 a.m. MST (the “Contest Draw Date”) to select the potential

winner ("Selected Entrant"). The Selected Entrant will be contacted by telephone, on the telephone number provided in their contest 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 province of Ontario who are 18 years of age and older during the Contest Period. 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) the 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) the 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 participation in the Contest; (b) the acceptance and use of the prizes awarded in the Contest; and (c) the administration of the Contest by the Contest Sponsor, including (without limitation) the selection of prize winner or the distribution of prizes awarded in this Contest. 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 twenty-four (24) hours of the first attempted contact by telephone to the phone number on their contest entry form or on his/her non-purchase manual or email entry, or if the Contest Sponsor is 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, 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 winner. All decisions made by the Contest Sponsor 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 Sponsor determines, at its sole discretion, jeopardizes the integrity of the Contest.

Neither the Contest Party or the Releasees are responsible for any printing, distribution or production errors, or for any late, lost or misdirected entries. The Contest Sponsor 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 Party 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 Sponsor 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 Party 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 Sponsor reserves 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 Sponsor 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 Sponsor's privacy policy, 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.