



Smoke's Poutinerie ChrisKwanKah Holiday Bracket Official Contest Rules & Regulations

- (1) **CONTEST PERIOD:** The contest begins November 16, 2021 and ends on November 30, 2021 at 11:59 pm EST. One (1) winner of the prize package will be randomly drawn on December 24, 2021 from entrants who have completed a bracket prediction by November 30, 2021 and correctly named the best holiday film of all time.
- (2) **ELIGIBILITY:** The Contest is only open to legal residents of Canada who are eighteen (18) years of age or older at the time of entry. Employees and the immediate families (including those with whom they are domiciled) of Smoke's Poutinerie Inc. are not eligible to enter the Contest. For purposes of this Contest, "immediate family members" shall include the mother, father, brothers, sisters, daughters, sons, partner, or spouse of an individual (regardless of where any such "immediate family member" resides).
- (3) **HOW TO ENTER:** No purchase necessary. Commencing on November 16, 2021, guests can enter a predictive holiday bracket by selecting the winner of all set matches in the bracket at (<https://smokespoutinerie.com/contests/ChrisKwanKah-holiday-bracket-2021>) a copy of the bracket must be sent to smoke@smokespoutinerie.com to be entered. All predictions that arrive prior to 11:59 pm on November 30, 2021 and have indicated the correct "Best Holiday Film" that is then selected by our fans, during the voting period of December 1-23, will be entered into the draw for the prize package. One (1) winner of the prize package will be randomly drawn. Restricted to one entry per day per person. NO PURCHASE NECESSARY TO ENTER.

All entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, forged, garbled or mechanically or electronically reproduced. And if we are unable to establish contact and communication within 48 hours of drawing.

Smoke's Poutinerie Inc. reserves the right, in their sole discretion, to require proof of identity and/or eligibility (in an acceptable form – including, without limitation, government issued photo identification): (i) for the purposes of verifying an Entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason Smoke's Poutinerie Inc. deem necessary, in their sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof in a timely manner may result in disqualification of the Entrant, in the sole discretion of Smoke's Poutinerie Inc.

Each potential winner of a Grand Prize (a "**Winning Contestant**") may also be requested to provide Smoke's Poutinerie Inc. with reasonable proof that he/she is the Authorized Account Holder of the email account associated with the potential winning parties. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the Authorized Account Holder in whose name the email account is registered, provided that person meets all other eligibility criteria of this Contest. "**Authorized Account Holder**" shall mean the natural person assigned to an email address and/or telephone number by an Internet access provider, online service provider, telephone service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

- (4) **PRIZE PACKAGE:** There is one (1) prize package available to be won, consisting of a one (1) year's supply of Poutine and 32 holiday movies featured in the bracket.

Prize Terms & Conditions:

- One year's Supply of Poutine is equal to 52 Meal-Size Traditional Poutine (1/week for a year)
- 32 holiday movies are the movies that were featured in the bracket. Smoke's Poutinerie reserves to substitute any holiday movie for another of its choice for any reason. Smoke's Poutinerie also reserves the right to choose each movie's format (i.e.: digital, DVD, Blue Ray or VHS)
- ALL prize winners must make themselves available for promotional and social media gatherings at the time decided by Smoke's Poutinerie

- Each Prize Winner must follow all directions issued by Smoke's Poutinerie Inc. with respect to the prize or any aspect thereof. Failure to do so may result in termination of participation, or continued participation, in the prize or any aspect thereof
- The odds of winning the Prize will depend on the number of eligible Contestants entered into the Contest
- The prize must be accepted as described and otherwise has no cash value.

CLAIMING YOUR PRIZE

To be declared the Winning Contestant, the selected winner must answer a skill testing question, sign a Declaration, Release and Waiver Form (the "**Release Form**") confirming compliance with the Official Rules, acceptance of the prize as awarded, without substitution, and releasing the released parties from any liability in connection with the prize or the contest before being granted the prize.

If the selected Winning Contestant does not meet all of the contest requirements, correctly answer the skill testing question or fails to sign and return the Release Form to Smoke's Poutinerie Inc. within the time frame specified therein, that selected winner will forfeit his/her prize and Smoke's Poutinerie Inc. shall be entitled (but not obligated) to select another Winning Contestant from the remaining eligible contestants. In the event that an alternate contestant is required to be selected, the same above-noted Winner Selection process will apply. Smoke's Poutinerie Inc. is not responsible, whether as a result of human error or otherwise, for any failure to contact any Winning Contestant.

Smoke's Poutinerie Inc. will contact the Winning Contestant following receipt of his/her signed Release Form to arrange for delivery of his/her prize.

GENERAL RULES

In the event of a conflict between the Official Rules and any instructions or interpretations of these Official Rules given by an employee of Smoke's Poutinerie Inc. regarding the contest, these Official Rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any contest-related materials, the terms and conditions of these Official Rules shall prevail, govern and control.

(7) INDEMNIFICATION

By entering into this contest, each contestant confirms his or her understanding of and compliance with these Official Rules. Each contestant, and his/her representatives, heirs, next of kin or assignees ("**Contestant's Representatives**"), hereby releases and holds the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the contestant, contestant's representatives or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the contest, any breach of the Official Rules, or in any prize-related activity. The contestant and contestant's representatives agree to fully indemnify the Released Parties from any and all claims by third parties relating to the contest, without limitation.

(8) LIMITATION OF LIABILITY

None of the Released Parties assumes any liability for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the contest or for any technical or human error which may occur in the processing of entries, the selection of the Winning Contestant or for any printing or other errors in any contest materials. The Released Parties assume no responsibility for any error, omission, tampering, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. The Released Parties are not responsible for any problems, viruses or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email or on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to contestants or to any other person's computer related to or resulting from participating or downloading materials in the contest.

None of the Released Parties assumes any liability for any personal injury or property damage or losses of any kind, including without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained to a contestant's or any other person's computer equipment resulting from a contestant's attempt to

either participate in the contest or download any information in connection with participating in the contest or use of any website. Without limiting the foregoing, everything on any website is provided "as is" without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

(9) **CONTEST ADMINISTRATION**

All decisions regarding the contest remain with Smoke's Poutinerie Inc. Smoke's Poutinerie Inc. reserves the right, in their sole discretion, to modify, cancel, suspend and/or terminate any or all parts of the contest for any reason.

Smoke's Poutinerie Inc. reserves the right, in their sole discretion, to disqualify any individual found to be in violation of these Official Rules. Smoke's Poutinerie Inc. 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 participate. Any attempt to tamper with the entry process, interfere with these Official Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the contest, is a violation of criminal and civil laws, and Smoke's Poutinerie Inc. reserves the right to seek damages and/or other relief (including attorneys' fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests of Smoke's Poutinerie Inc. In their sole determination, Smoke's Poutinerie Inc. may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's associated entries. Smoke's Poutinerie Inc. reserves the right, in their sole discretion, to terminate or suspend the contest should fraud, virus, bugs, or other reasons beyond the control of Smoke's Poutinerie Inc. corrupt the security, proper play or administration of the contest.

(10) **PRIVACY AND PUBLICITY RIGHTS**

By accepting the grand prize, the Winning Contestant grants to Smoke's Poutinerie the right to use his/her name, biographical information, image, photos and/or likeness and statements for programming, promotion, trade, commercial, advertising and publicity purposes in connection with this contest, at any time or times, in all media now known or hereafter discovered, worldwide, including, but not limited to, on television, video, the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

Smoke's Poutinerie Inc. respects your right to privacy. Personal information collected from contestants will only be used by Smoke's Poutinerie Inc. to administer the contest and, only if consent is actively given at the time of entry, to provide contestants with information regarding upcoming promotions and/or events from Smoke's Poutinerie Inc. For more information regarding the manner of collection, use and disclosure of personal information by Smoke's Poutinerie Inc., please refer to the privacy policy, available at <http://smokespoutinerie.com/privacy-policy/>

(11) **GOVERNING LAW**

You consent to the exclusive jurisdiction of the courts located in Toronto, Ontario, and agree that all matters pertaining to these Official Rules and disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to any conflicts or choice of law rules or provisions (whether of Canada or any other jurisdiction).