



Smoke's Poutinerie Summer CarnEvil 2022 Official Contest Rules & Regulations

- (1) **CONTEST PERIOD:** The contest begins June 1, 2022 and ends on August 31, 2022. One (1) Entrant will be randomly selected to win a grand prize on September 12, 2022.
- (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:** Commencing on June 1, 2022, guests at participating Smoke's Poutinerie locations in Canada (see **Schedule A**) will automatically be eligible to enter with the purchase of any Meal-Size Poutine from a participating location. Restricted to one entry per day per person. Go to our contest entry page on our website (www.smokespoutinerie.com/contests) and complete the form to enter. ALL entries need to include an uploaded image of the Poutine proof of purchase, to be eligible. Proof of purchase includes store receipt or delivery company's digital order confirmation. Image must include name of store location. Entries must be received by August 31, 2022 no later than 11:59:59 p.m. ET, to be eligible for a chance to win the grand prize package.

NO PURCHASE NECESSARY TO ENTER

To enter without purchase, or to receive a copy of the contest rules, write to: Smoke's Poutinerie Global Headquarters, 85 Kingston Road East, Unit 5, Ajax, Ontario, Canada L1S 7J4. All requests for a PURCHASE FREE entry, must be postmarked by August 31, 2022 and **received** by September 9, 2022. Limit of one request per envelope with sufficient postage, while supplies last. No mechanical reproductions of requests permitted.

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 the 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) **GRAND PRIZE:** There is one (1) grand prize available to be won, consisting of a trip for two (2) to New York City, New York, USA and Coney Island Experience.

Prize Terms & Conditions:

- Grand prize will include: Round-trip for two (2) to New York City. The trip includes two airline tickets, a 3-night 4-day stay in a double occupancy standard class hotel room; two (2) Unlimited Access Passes for one (1) day at Luna Park in Coney Island; and \$1000.00 USD spending money. The winner and guest must travel together. Any additional costs incurred are the responsibility of the winner and his/her guest. The winner must provide Smoke's Poutinerie with a minimum of 2 months notice prior to travel
- To receive the passes for Luna Park, travel must be taken during the months of June-August. If the winner decides to travel when Luna Park is closed, there will be no cash or other consideration received for the loss of park passes.
- Hotel credit, tours and transfers are not included.
- Prize may not be combined with any other offers, discounts or promotions. Smoke's Poutinerie Inc. reserves the right to relocate you to another hotel in the event of high occupancy upon arrival.
- Grand Prize winner must make themselves available for promotional purposes if required by Smoke's Poutinerie Inc.
- Airfare: The winner will receive, as part of the prize, two (2) round-trip economy tickets from the airport closest to the winner's place of residence, including applicable taxes and surcharges on the prize airfare.

With respect to the airfare component of the prize:

- Smoke's Poutinerie will book winners tickets on carrier, dates and time of our choice, we will try to accommodate winners preferences where possible
- Once your ticket has been issued, the origin and destination can't be changed
- Tickets are non-transferable, not refundable and not redeemable for cash
- Frequent flyer mileage accumulation is not permitted
- The use of e-upgrade certificates is not permitted
- Stopovers are not permitted

The airfare ticket(s) are only to be used in conjunction with the destination being New York City, New York, USA.

The approximate retail value of the grand prize is \$5,000 CDN. The prize must be accepted as awarded and is non-transferable nor redeemable for cash. The estimated retail value does not include applicable goods and services tax, provincial or sales tax. Winners are not required to pay such taxes upon receipt of the prize.

The 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.

All incidental costs and expenses associated with the grand prize that are not specifically referred to herein, including, without limitation, transportation to and from any aspect of the location of prize execution, meals, beverages, gratuities, souvenirs, merchandise and items of a personal nature are not included and are the sole responsibility of the prize winner. If the prize winner does not utilize any part(s) of the prize, then any such part(s) not utilized will be forfeited in its entirety and nothing will be substituted in its place.

The Winning Contestant will acknowledge and accept all risk of damages, injury or other loss incidental to participation in the prize, whether occurring before, during or after participation in the prize, and hereby voluntarily agree to assume the same. Smoke's Poutinerie Inc. reserves the right to refuse admission and/or to expel from any aspect of the prize, any person whose conduct is deemed by them to be objectionable.

The odds of winning the Prize will depend on the number of eligible Contestants entered into the Contest.

(5) **THE CONTEST DRAW:**

A random selection of one (1) grand prize will be made at the end of the promotion period on September 12, 2022 in Ajax, Ontario at 10:00 a.m. ET. The Winning Contestant will be contacted by Smoke's Poutinerie Inc. at the telephone number and/or email provided by the Contestant (as applicable). If the Winning Contestant cannot be contacted or fails to respond within forty-eight (48) hours of the first attempt of contact by Smoke's Poutinerie Inc., he/she will be considered to have forfeited his/her prize and will be disqualified and another winner may be selected, in the sole discretion of Smoke's Poutinerie Inc., from the remaining eligible contestants. Smoke's Poutinerie will not be responsible for failed attempts to contact any selected finalists.

(6) **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 authorized 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).

SCHEDULE A: PARTICIPATING LOCATIONS

STORE NAME	ADDRESS	CITY	PROVINCE	COUNTRY	POSTAL CODE
Smoke's Pouterie Adelaide	218 Adelaide Street West	Toronto	ON	Canada	M5H 1W7
Smoke's Pouterie Barrie	24A Dunlop Street West	Barrie	ON	Canada	L4N 1A2
Smoke's Pouterie Brampton	85 Resolution Drive Unit #101	Brampton	ON	Canada	L6W 0A6
Smoke's Pouterie Hamilton	112 George Street	Hamilton	ON	Canada	L8P 1E2
Smoke's Pouterie Kingston	183 Division Street	Kingston	ON	Canada	K7K 3Y9
Smoke's Pouterie London	551 Richmond Street Unit #2	London	ON	Canada	N6A 3E9
Smoke's Pouterie Mississauga City Centre	4032 Confederation Pkwy	Mississauga	ON	Canada	L5B 0G4
Smoke's Pouterie Niagara Falls	5869 Victoria Ave	Niagara Falls	ON	Canada	L2G 3L6
Smoke's Pouterie Oshawa	75 King Street East	Oshawa	ON	Canada	L1H 1B4
Smoke's Pouterie Ottawa	407 Dalhousie Street	Ottawa	ON	Canada	K1N 9K4
Smokes Pouterie Spadina	457 Spadina Ave	Toronto	ON	Canada	M5S 2G7
Smoke's Pouterie St. Catharines	10 Summer Street	St. Catharines	ON	Canada	L2R 7P2
Smoke's Pouterie Sudbury	40 Elm Street, Rainbow Mall, CRU# 103	Sudbury	ON	Canada	P3C 1S8
Smoke's Pouterie Vaughan North	3604 Major Mackenzie Drive West #9	Vaughan	ON	Canada	L4H 3T6
Smoke's Pouterie Westdale	4B Newton Avenue	Hamilton	ON	Canada	L8S 1V7
Smoke's Pouterie Fredericton	99 York Street	Fredericton	NB	Canada	E3B 3N4
Smoke's Pouterie Halifax	5236 Blowers Street	Halifax	NS	Canada	B3J 1J7
Smoke's Pouterie Kelowna	100-269 Bernard Ave	Kelowna	BC	Canada	V1Y 6N2
Smoke's Pouterie Moncton	827 Main Street	Moncton	NB	Canada	E1C 1G1
Smoke's Pouterie Regina	1943 Scarth Street	Regina	SK	Canada	S4P 2H1
Smokes Pouterie Saskatoon	307 21st Street East	Saskatoon	SK	Canada	S7K 0C1
Smoke's Pouterie St. John's	165 Water Street	St. John's	NFLD	Canada	A1C 6H6
Smoke's Pouterie Winnipeg Albert	131 Albert Street	Winnipeg	MB	Canada	R3B 1G5
Smoke's Pouterie Winnipeg Regent	855 Regent Ave. West, Unit #400	Winnipeg	MB	Canada	R2C 0R1