

# EAST SIDE MARIO'S MOVEMBER CONTEST 2023

THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA EXCLUDING QUEBEC  
AND IS GOVERNED BY CANADIAN LAW

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

## 1. KEY DATES:

**Contest Period.** The East Side Mario's Movember Contest (the "Contest") begins on November 1, 2023 at 12:01am EST and ends on November 30, 2023 at 11:59:59pm EST (the "Contest Period"), after which time the Contest will be closed and no further entries will be accepted.

## 2. ELIGIBILITY TO ENTER:

This Contest is sponsored by East Side Mario's, a division of Recipe Unlimited Corporation (the "Sponsor") and is open to legal residents of Canada (excluding residents of Quebec), of the age of majority in their province/territory of residence, except franchisees, employees (whether Sponsor's or its franchisees'), representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its parent companies, subsidiaries, affiliates and related companies, as well as Head Office employees of the Sponsor's restaurant brands and their respective advertising and promotion agencies, suppliers and the independent judging organization (collectively, the "Contest Parties"). The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. You understand that you are providing your information to the Sponsor and not to Facebook or Instagram. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy. Facebook and Instagram are completely released of all liability by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook or Instagram. You may use one (1) Facebook account and one (1) Instagram account (each an "Account") to participate in this Contest.

## 3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the "Rules"). You also agree to the use of your picture or story in select East Side Mario's marketing materials regarding this Contest.

## 4. HOW TO ENTER:

**Online Entry:** No purchase necessary. To enter, post a photo using the East Side Mario's moustache filter on Facebook and/or Instagram and use the hashtag #ESMovember (each an "Online Entry"). When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) Online Entry in the Contest. Entrants (defined below) are permitted to enter the Contest multiple times during the Contest Period

Individuals who submit a valid Online Entry (an "Entry") are referred to as "Entrants". For greater certainty, you can use one (1) Account per Facebook and/or Instagram to enter the Contest. If it is discovered that any person has attempted to: (i) obtain more than one (1) Account per Facebook and/or Instagram during the Contest Period; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) Account per Facebook and/or Instagram to enter the Contest, then (in the sole and absolute discretion of the Sponsor) they may be disqualified from the Contest and their Entries will be voided. Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed and submitted during the applicable Contest Period. Use (or attempted use) of any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

All Entrants agree to the use of their name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Contest Parties in any manner whatsoever, including print, broadcast or the internet.

All Entries are subject to verification at any time for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

### **Entry Requirements:**

To be eligible, all content and materials associated with your Entry (collectively, the "Entry Materials") must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) include all required components and materials noted above; (iii) reflect the theme; and (iv) be in accordance with these Rules.

**4. THE PRIZE AND APPROXIMATE RETAIL VALUE.** There are four (4) prizes available to be won, each consisting of one (1) \$50.00 East Side Mario's e-Gift Card (the "Prize"). The Sponsor is not responsible for providing any replacement for any unavailable component of a prize. The Sponsor makes no express or implied warranties or conditions of any kind with respect to safety, appearance or performance of a prize or activity offered. Each prize must be accepted as awarded and is non-transferable and non-redeemable for cash. No substitutions, except by the

Sponsor, who reserves the right to substitute a prize or any portion of a prize with a prize of equal or greater value. Upon the sole discretion of the Sponsor, a forfeited prize may be allocated to another eligible Entrant.

**5. WINNER SELECTION, NOTIFICATION AND CONFIRMATION PROCESS:** The odds of winning depend on the number of eligible Entries received during the Contest Period. There will be four (4) weekly random draws during the Contest Period (each a “Draw”) from all eligible Entries received during the Contest Period (see Rule 2 above) to select one (1) potential winner (each a “Selected Entrant”) each week.

The Selected Entrant will be contacted by the Sponsor on Facebook or Instagram by direct message in order to obtain their e-mail address for further communication. The Selected Entrant will be required to successfully answer a mathematical skill-testing question in order to be declared a winner.

Following the Draw, the Sponsor or its designated representative will make a maximum of three (3) attempts to contact the Selected Entrant by using the information provided by direct message, within five (5) days of the Draw. If a Selected Entrant cannot be contacted within five (5) days of the Draw, or if there is a return of any notification as undeliverable; then they will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received during the Contest Period (in which case the foregoing provisions of this section shall apply to such new Selected Entrant).

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, a Selected Entrant will be required to sign and return a declaration of eligibility and compliance with the Rules, a liability release releasing the Contest Parties from any liability in connection with this Contest or occurring as a result of a prize being awarded and used and, where lawful, a publicity consent. If a Selected Entrant: (a) fails to correctly answer the skill-testing question; (b) fails to respond to the notification of being selected as a potential winner within the specified time; (c) cannot accept the Prize as awarded for any reason; or (d) otherwise fails to comply with the Rules in any way, then they will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received during the Contest Period. By accepting a prize, each Entrant agrees to the publication, reproduction and/or other use of their name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast, or the internet.

**6. INTELLECTUAL PROPERTY:** All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

**7. DISCREPANCY:** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry, Facebook, Instagram and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control.

**8. AWARDING OF PRIZES:** The Sponsor is not responsible for and shall not be liable for unsuccessful efforts to notify winner(s). Use of a prize or any portion thereof, for a Contest or re-sale is strictly prohibited. No substitution of prizes will be permitted, except by the Sponsor who may substitute a prize or any portion of a prize with a prize of equal or greater value at their sole discretion. The Sponsor’s obligation to the winner(s) is limited to the prizes specified above.

**9. RELEASE:** By entering the Contest and/or accepting a prize, the Entrant, and/or winner agree to release and hold harmless the Sponsor, its parent company, subsidiaries, affiliates, directors, officers, employees, franchisees and agencies, as well as Facebook and Instagram and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, and assignees (the “Releasees”) from any liability whatsoever and waive any and all causes of action, for any claims, costs, injuries, losses or damages of any kind arising out of, or in connection with, the Contest or acceptance, possession, or use of a prize (including without limitation claims, costs, injuries, losses or damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, and indemnify the Releasees against any loss, damage or expense, including legal fees, that any of the Releasees may suffer or incur as a result of any non-compliance by Entrants with any of the Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an Entrant of a prize, and the use of Entries by the Sponsor. The Contest Parties and their officers, directors, affiliates, related entities, partners, partnerships, principals, representatives, agents, licensees, successors and assigns: (i) make no warranty, guaranty or representation of any kind concerning any prize; and (ii) disclaim any implied warranty.

#### **GENERAL CONDITIONS:**

**a.** The Releasees will not be liable for: (i) any failure of Facebook or Instagram during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an Entrant’s or any other person’s computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

**b.** The Releasees assume no responsibility for lost, delayed, incomplete or misdirected Entries. No correspondence will be entered into except with a Selected Entrant who will be notified by direct message or by email, as the case may be, and informed of all necessary arrangements. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or Entrants.

**c.** In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the username submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned the selected username by the Website. An Entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that they is the authorized account holder of the username associated with the Entry in question and that they has all necessary consents, permissions and/or licenses as required by these Rules.

**d.** The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

**e.** Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole discretion, to disqualify any Entrant’s Entry in the Contest or entitlement to a Prize, if the Sponsor, in its sole discretion, determines or suspects that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception, use of multiple mice or other fraudulent, deceptive or unfair playing practices (including, without limitation, any Entries generated by script, macro, robotic, programmed, or any other automated means). Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will automatically be disqualified.

**f.** By entering this Contest, each Entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their Entry for the purpose of administering the Contest and in accordance with Sponsor’s privacy policy. Personal information will not otherwise be used or disclosed without consent. This section does not limit any other consent(s) that an individual may provide the Sponsors or others in relation to the collection, use and/or disclosure of their personal information.

**g.** The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

**h.** Should an Entrant wish to not be entered into the Contest following completion of the Entry, they should send an email to [aduan@recipeunlimited.com](mailto:aduan@recipeunlimited.com) to request that their Entry be rendered null and void.