

# OFFICIAL RULES AND REGULATIONS

## 1. ELIGIBILITY

The Contest is open to legal residents of Canada, excluding residents of the Province of Quebec who, as at the start of the Contest Period, have reached the age of majority in their province or territory of residence. The Contest is not open to employees, officers, directors, independent contractors, judges, representatives and agents of SIR Corp. ("Prize Supplier") as well as members of their immediate family and those with whom any of the foregoing are domiciled (whether legally related or not). "Immediate family" means parents, siblings, spouse and children.

## 2. THE CONTEST PERIOD

The Contest entry period commences at 10:00 AM on February 1st, 2023 and concludes at 23:59PM on February 28th, 2023 (the "**Contest Period**").

## 3. HOW TO ENTER

**A)** Purchase a \$50 or more Inspired Dining Card E-Gift Card from the [inspirediningcard.com](http://inspirediningcard.com) website during the Contest Period (plastic gift cards do not qualify) and your name will be automatically entered into the Contest. Each purchase of a \$50 or more Inspired Dining Card E-Gift Card entitles the purchaser to one contest entry. Multiple entries are permitted with this method of entry.

**or**

**B) NO PURCHASE NECESSARY.** During the Contest Period, send a 1,000-word essay on why you love Inspired Dining Gift Cards to [egiveaways@sircorp.com](mailto:egiveaways@sircorp.com) and your name will be entered into the Contest. Please remember to include your first and last name, telephone number, and email address. Failure to complete the 1,000-word essay on the topic may lead to disqualification at Prize Supplier's sole discretion.

Only one (1) entry per person during the Contest Period is permitted with this 'no purchase necessary' method of entry. Multiple entries are not permitted and will be discarded.

In the event that the Prize Supplier receives more than the permitted number of entries from an entrant during the Contest Period, the Prize Supplier reserves the right to void and destroy any entries from that entrant, and that entrant may, at the sole discretion of the Prize Supplier, be disqualified from the Contest.

By submitting an entry, entrants agree to be bound by these official Contest Rules, which are subject to change in the Prize Supplier's sole discretion. Any failure to adhere to these Contest Rules may result in disqualification from the Contest and/or forfeiture of a prize in the Prize Supplier's sole discretion.

#### **4. THE PRIZE**

There are a total of twenty-eight (28) prizes (each a/the "Prize") to be won. A Prize consists of the following:

- a \$250 Inspired Dining e-Gift Card

The approximate retail value of the Prize is \$250 CDN.

#### **5. PRIZE CONDITIONS**

The prize is subject to the Prize Supplier's terms and conditions of use.

- Gift cards are valued in Canadian dollars.
- The use of the gift cards is subject to the general conditions found at [www.inspireddiningcard.com](http://www.inspireddiningcard.com). With each use, the amount of the transaction is deducted from the card and the balance is preserved until the next use or until the balance reaches \$0.
- You can always check your balance at [www.inspireddiningcard.com](http://www.inspireddiningcard.com)
- Gift cards have no expiry date and there is no time limit to use the card after the first transaction.
- Prize Supplier cannot be held responsible in the event of loss, theft or unauthorized use of your card. If any of these situations should occur, your balance will not be refunded.
- Any lost or stolen Inspired Dining Rewards gift cards will not be replaced.

#### **6. PRIZE SUBSTITUTION**

A Prize, and any portion thereof, is non-exchangeable, non-transferable, non-refundable, has no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by the Prize Supplier in its sole discretion. Prize Supplier reserves the right, in its sole discretion, to substitute and/or modify the Prize or any portion thereof, with a Prize of equal or greater value for any reason.

## 7. WINNER SELECTION

On Wednesday, February 15<sup>th</sup>, 2023 at 10:00 am ET fourteen (14) draws will be done to select the one (1) daily winners for February 1 through the 14<sup>th</sup>, 2023 and on Wednesday, March 1<sup>st</sup>, 2023 at 10:00 am ET fourteen (14) draws will be done to select the One (1) daily winners for February 15<sup>th</sup> through to the 28<sup>th</sup>, 2023 (each a "Selection Date", collectively, "Selection Dates") at the offices of the Prize Supplier located at 5360 South Service Road, Unit 200, Burlington Ontario, where the eligible entrants will be randomly selected as a potential winner of a Prize from all eligible entries received (including essays) during the Contest Period. The odds of winning depend on the total number of eligible entries received during the Contest Period. Before being declared a winner, the selected entrant shall be required to correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question to be administered by email, to comply with these Contest Rules and sign and return a Release Form (described below).

If the selected entrant is unable to be contacted (including failing to return phone calls, messages or emails) within forty-eight (48) hours of the applicable Selection Date, declines to accept the Prize, does not correctly answer the mathematical skill-testing question, if applicable, does not comply with these Contest Rules, does not sign and return the Release Form (described below), or is found to be ineligible, entrant's rights to the Prize shall be forfeited and another eligible entrant may be selected in the Prize Supplier's sole discretion.

Winner(s) will be announced no later than 30 days after the Selection Dates via the Website and/or applicable social media URLs.

In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be deemed to be made by the authorized account holder of the email address at the time of entry. The authorized account holder is the natural person who is assigned an email address by an internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question.

## 8. DECLARATION AND RELEASE OF THE PRIZE WINNER

Before being awarded a Prize the selected entrant must sign and return to the Prize Supplier a standard form Declaration and Release (the "**Release Form**") confirming compliance with the Contest Rules, acceptance of the Prize as awarded and releasing the Prize Supplier its parent, subsidiaries, affiliates and respective officers, directors, employees, representatives and agents from all liability arising in connection with the

Contest and the Prize. The Release Form will be emailed to the selected entrant at the email address provided on the Contest entry form or as otherwise agreed.

In the event that the selected entrant fails to answer the mathematical question correctly (if applicable), does not return the signed Release Form as instructed by the Prize Supplier and within two (2) days of receipt of such Release Form, or otherwise does not meet all Contest Rules, the selected entrant will be disqualified, and the Prize will be forfeited. The Prize Supplier will then award the Prize (subject to these Contest Rules) to another selected entrant drawn from the remaining entries, at its sole discretion.

## **9. OWNERSHIP OF ENTRIES AND PUBLICITY RELEASE**

Entrant retains the copyright in the Materials (as defined below) submitted with the entry. Except where prohibited by law, by entering the Contest, each entrant, regardless of whether or not they are selected as a Prize winner, grants to the Prize Supplier and its advertising and promotional agencies, and each of their respective parents, affiliates and subsidiaries, an exclusive, perpetual, irrevocable, royalty-free, worldwide license to display, disclose, produce, reproduce, publish and/or republish, broadcast, communicate, exhibit, distribute, adapt, alter, modify, translate, create derivative works based upon, use and/or reuse, sublicense entrant's Materials or any portion thereof, and otherwise exploit the entrant's entry and any other information and material provided by entrant at any time (including, but not limited to, the entrant's name, city of residence and province, voice, photograph and likeness of entrant, image or any other aspect of entrant's personality, photographs, images, video, biography, statements, story, essay and endorsements) (collectively "Materials"), in whole or in part, individually or in conjunction with other items for the purpose of the Contest or any other purpose (including, but not limited to, entertainment, instruction/education, advertising, marketing, promotional and/or publicity purposes), throughout the world, in any manner, form, media or technology now known or hereafter devised (including, but not limited to, print, video, television, social media, internet and broadcast). Entrant will not be entitled to compensation for any use of the entrant's Materials by the Prize Supplier or its advertising and promotional agencies, and each of their respective affiliates and subsidiaries, agents, licensees, or assignees. The entrant hereby waives any right to inspect or approve any advertising copy or other material which may be used in conjunction with the entry and any moral rights entrant may have in or in respect thereof.

The Prize Supplier will have no obligation to publish or use or retain any Materials entrant submits or to return any Materials to entrant. Entrant agrees that it is their sole responsibility to obtain all permissions and releases necessary for the grant of the rights

contained in this Section. Entrant agrees to take any further action (including, without limitation, execution of affidavits, licenses, and other documents) reasonably requested by the Prize Supplier to effect, perfect, or confirm the Prize Supplier's rights set forth in this Section.

## **10. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION AND TO RECEIVE ELECTRONIC MESSAGES**

By entering the Contest, the entrant consents to the collection, use and disclosure of entrant's personal information by the Prize Supplier for the purpose of administering the Contest, awarding of a Prize and announcing a Prize winner, as applicable, and any subsequent advertising or promotion related thereto. The entrant further consents to receive electronic messages from the Prize Supplier regarding its products, services, special events, surveys, contests, offers, promotions or any other marketing material. The entrant may unsubscribe or withdraw consent at any time by clicking the unsubscribe link at the bottom of the Prize Supplier's email communications. Personal Information collected in connection with the Contest will be used by the Prize Supplier in accordance with SIR Corp.'s privacy policy available at:

<https://www.sircorp.com/privacy-policy/>

## **11. REPRESENTATIONS AND WARRANTIES OF ENTRANT**

If entrant submits any Materials with the entry, by submitting an entry, entrant represents and warrants that the entry:

- is entrant's own original work.
- does not contain material or images that is obscene, inappropriate, offensive, or defamatory.
- does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity.
- does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information.
- does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
- does not trigger any reporting or royalty obligation to any third party.

Entrant further represents and warrants that the rights that entrant is granting under these Contest Rules do not conflict in any way with any other agreement to which

entrant is a party, or with any commitments, restrictions, or obligations that entrant is under to any other person or entity.

If entrant's entry contains an image or representation of an identifiable feature of a person other than entrant (for example, if enough of someone else's face were shown so that that person could be identified), then entrant represents and warrants that entrant obtained the express approval of that person before submitting the entry, and that entrant can provide a copy of that consent to the Prize Supplier upon request.

## **12. REPRESENTATIONS AND WARRANTIES OF THE PRIZE SUPPLIER**

The Prize winner accepts the Prize "as is". The Prize Supplier does not make any representations nor offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. The Prize winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from the Prize Supplier should the Prize fail to be fit for its purpose or is in any way unsatisfactory to the Prize winner.

## **13. SUSPENSION/TERMINATION/MODIFICATION AND TAMPERING**

Subject to applicable law, the Prize Supplier reserves the right to cancel, suspend, terminate and/or modify the Contest Rules or administration of the Contest, in whole or in part, without prior notice with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, tampering, fraud, corruption of security or other causes beyond the control of the Prize Supplier.

The Prize Supplier further reserves the right to disqualify from the Contest and future contests of the Prize Supplier, any individual who tampers with or in any way corrupts the entry process. the Prize Supplier may prohibit an entrant from participating in the Contest, future contests of the Prize Supplier and/or winning a prize if, in the Prize Supplier's sole discretion, the Prize Supplier determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unlawful or unfair playing practices relating to the Contest (including but not limited to the use of automated quick entry programs), prize, or intending to annoy, abuse, threaten or harass any other entrants or the Prize Supplier representatives.

Any attempt by an entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, the Prize Supplier reserves the right to

seek remedies and damages (including lawyers' fees) from any such entrant or any other individual to the fullest extent permitted by law, including criminal prosecution.

#### **14. INDEMNITY AND LIABILITY**

By participating in the Contest, the entrant agrees that the Prize Supplier shall have no liability and agrees to release, indemnify and hold harmless the Prize Supplier and its affiliates, subsidiaries, advertising and promotional agencies, dealers, prize suppliers and each of their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions, demands, suits, proceedings, costs, expenses, including without limitation any legal fees and any liability of any kind resulting from or arising directly or indirectly out of: (a) the entrant's participation in the Contest or inability to participate in the Contest; (b) the acceptance, possession, use, enjoyment or misuse of the Prize; (c) with respect to the entry and any other information and/or material submitted by the entrant including, but not limited to, all actions of passing off, misappropriation of personality, breach of privacy, infringement of any patent, copyright, trademark or any other proprietary right; or (d) any breach of the entrant's representations and warranties above.

The Prize Supplier will not be responsible for lost, stolen, illegible, incomplete, inaccurate or destroyed entries, and all such entries are void. The Prize Supplier assumes no responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, emails, computer equipment, servers, software, access providers, or any combination thereof.

IN NO EVENT SHALL THE PRIZE SUPPLIER BE HELD LIABLE TO ENTRANT OR ANY THIRD PARTIES FOR ANY LOSS OR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE CONTEST; (B) THE ENTRIES; (C) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (D) THE BREACH OF THE CONTEST RULES; OR (E) THE PRIZE.

#### **15. WHERE CONTEST RULES AND REGULATIONS ARE AVAILABLE**

These Contest Rules are available online at [www.jackastors.com](http://www.jackastors.com), [www.scaddabush.com](http://www.scaddabush.com) and/or [www.redswinetavern.com](http://www.redswinetavern.com) (the "Website") or entrant may request a copy of the Contest Rules by sending a self-addressed, stamped envelope to: SIR Corp E-Gift Card Contest c/o SIR Corp, 200-5360 South Service Road, Burlington, ON L7L 5L1.

## **16. SOCIAL MEDIA**

If the Contest is being run through social media, the Contest is in no way sponsored, endorsed, or administered by, or associated with, the applicable third-party service, site or outlet (each, a "Third-Party Service"). To enter a Contest by means of a Third-Party Service, entrant must have a valid account with the applicable Third-Party Service and is solely responsible to ensure that the account settings allow the Prize Supplier to view the account as required to administer the Contest. Each entrant agrees:

- that the Third-Party Service will not be liable to the entrant by the entrant's participation in the Contest and entrant completely releases such Third-Party Service of all liability.
- to comply with the Third-Party Service's terms of use concerning contests and promotions.
- anyone found using multiple accounts to enter the Contest will be ineligible; and
- any questions, comments or complaints regarding the Contest should be directed to the Prize Supplier and not to the Third-Party Service.

## **17. COMPLIANCE WITH LAWS**

The Contest is subject to all applicable federal, provincial, territorial and municipal laws and regulations of Canada. The Contest is void where prohibited or restricted by law. The entrant hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Ontario.

## **18. FORCE MAJEURE**

The Prize Supplier does not assume liability for any loss, damage or injury of any nature in whole or in part resulting from an act of God or any other force majeure condition including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, flood, explosion, water or power shortages or failures, storms or hurricanes, riots or civil commotions or disturbances and any other acts of similar nature, sabotage, arrests, strikes, boycotts, picketing, lockouts or other labour disruptions, inability or failure of a third party service provider to provide services and/or products, restraints of rulers or peoples, expropriations, acts of terrorism, public enemies, war, invasion, insurrection, national emergency, epidemics, pandemics, quarantine restrictions, government health advisories or warnings or alerts of any kind or nature, government seizures, any laws, rules, proclamations, regulations, orders, declarations, advisories, actions, interruptions or requirements or for interference by any government or governmental agency thereof, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization,

damages to its facilities or the supplier and its facilities, any other unforeseen circumstances in any country in the world or any other cause or causes of any similar nature that impacts negatively on or hampers its ability to fulfill any of its contractual conditions (all of the foregoing being herein referred to as an "Event of Force Majeure"). In the event that any of these conditions apply, the Prize Supplier shall be excused, discharged or released from its performance to the extent such performance is so limited or prevented, without liability of any kind and the Prize Supplier's non-performance shall not be deemed a breach of these Contest Rules. In such case, the Prize shall be forfeited.

## **19. MISCELLANEOUS**

If any provision of the Contest Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Prize Supplier's failure to enforce any term of these Contest Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Contest Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest related materials, privacy policy or terms of use on the Website, social media URLs (if any) and/or the terms and conditions of the Contest Rules, the Contest Rules shall prevail, govern, and control and the discrepancy will be resolved in the Prize Supplier's sole and absolute discretion.