

## OFFICIAL RULES AND REGULATIONS

### THE BUTTERBALL/BROIL KING BBQ PARTY SWEEPSTAKES (the “Sweepstakes”)

#### THIS SWEEPSTAKES IS OPEN ONLY TO SELECT RESIDENTS OF CANADA AND IS GOVERNED BY CANADIAN LAW

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

##### 1. SWEEPSTAKES PERIOD:

The Sweepstakes begins on June 25, 2018 at 12:00:01 a.m. Eastern Time (“ET”) and ends on August 13, 2018 at 11:59:59 p.m. ET (the “Sweepstakes Period”).

##### 2. SWEEPSTAKES ELIGIBILITY:

Sweepstakes is open to all legal residents of Canada, excluding residents of the Province of Quebec, who are the age of majority\* or older in their province or territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Butterball Canada, Exceldor Foods Ltd., (collectively, the “Sponsor”), Broil King, Onward Manufacturing Company Ltd. (the “Prize Provider”), their respective parent companies, subsidiaries, affiliates, prize suppliers, advertising/Sweepstakes agencies and any other entity involved in the development, production, implementation, administration, judging and/or fulfillment of the Sweepstakes (collectively, the “Sweepstakes Parties”).

\*Note: The age of majority is 19 in British Columbia (BC), New Brunswick (NB), Newfoundland (NFLD), Northwest Territories (NWT), Nova Scotia (NS), Nunavut (NU) and Yukon Territories (YK) and 18 years in Alberta (AB), Manitoba (MB), Ontario (ON), Prince Edward Island (PEI), and Saskatchewan (SK).

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

By participating in this Sweepstakes, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “Rules”).

##### 3. HOW TO ENTRY ONLINE:

**NO PURCHASE REQUIRED.** To enter, during the Sweepstakes Period, go to [www.BUTTERBALL.CA/BBQPARTY](http://www.BUTTERBALL.CA/BBQPARTY) (the “Website”) and follow the on-screen instructions to: (i) answer the Sweepstakes entry question; “What are you thankful for this BBQ season?” in a minimum of twenty-five (25) words (ii) enter your first name, last name, valid email address, ten (10) digit telephone number, and postal code; (iii) signify your agreement that you have read and agree to be legally bound by these Rules, and (iv) check the opt-in box if you choose to receive future promotional communications from the Sponsor and/or Prize Provider (optional – choosing to receive future promotional communications from the Sponsor and/or Prize Provider will not in any way whatsoever increase or otherwise impact your chances of winning in this Sweepstakes, and you can opt-out of receiving such communications at any time). Next, click the “Submit” button to be eligible to earn one (1) Entry (“Online Entry”). Each entrant is permitted to enter the Sweepstakes one (1) time per calendar day between 12:01a.m. ET and 11:59p.m. ET (the “Daily Sweepstakes Period”) during the Sweepstakes Period. All eligible Entries received during the Sweepstakes Period will receive one (1) Entry into the Weekly Prize Draw for that calendar week and one (1) Entry into the random Grand Prize Draw to be conducted from all eligible entries at the end of the Sweepstakes Period.

#### **4. SWEEPSTAKES ENTRY LIMITS**

There is a limit of one (1) Entry per person, per calendar day (as defined below) permitted during the Sweepstakes Period and a limit of fifty (50) Entries into the Grand Prize Draw. If it is discovered by the Sponsor or Administrator (using any information and/or evidence available to the Sponsor and Administrator) that any person has attempted to: (i) obtain more than the stated maximum amounts of Entries as provided in these Official Terms and Conditions; and/or (ii) use (or attempt to use) multiple names, identities, email addresses, accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstakes; then (in the sole and absolute discretion of the Sponsor and Administrator) he/she may be disqualified from the Sweepstakes and all of his/her Entries voided. Your initial Entry will be rejected if (in the sole and absolute discretion of the Sponsor and Administrator) the Form is not fully completed with all required information and submitted and received during the Sweepstakes Period. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor, the Entry is not submitted and received in accordance with these Rules.

#### **5. ENTRY VERIFICATION:**

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of compliance with these Rules, including, without limitation, proof of identity and/or eligibility, in a form acceptable to the Sponsor (including, without limitation, government issued photo identification) to participate in this Sweepstakes and/or for any Entry entered (or purportedly entered) to be considered valid for the purposes of this Sweepstakes. Failure to provide such proof to the satisfaction of the Sponsor within the timeframe specified by the Sponsor may result in disqualification (as determined by the Sponsor in its sole and absolute discretion). The sole determinant of the time for the purposes of a valid Entry in this Sweepstakes will be the time indicated by the Sweepstakes server machine(s) (as determined by the Sponsor at its sole and absolute discretion on the basis of its records).

#### **6. PRIZES (each a “Prize,” collectively, “Prizes”):**

There is one (1) grand prize (the “Grand Prize”), Friends and Family Barbeque at your place of residence for you and twenty (20) friends or family, which consists of: (i) one (1) Broil King® Regal™ S590 Pro barbecue (approximate retail prize value: \$1,500 CAD); (ii) Home visit by executive chef Shahir Massoud for four (4) hours based on chef's availability on selected date (approximate retail prize value \$1250 CAD) (iii) A selection of Broil King® accessories (approximate retail prize value \$400 CAD); (iiii) Supplied food and drinks on day of Barbeque (approximate retail prize value \$1500). The total approximate retail prize value of the Grand Prize is \$4500 CAD. Without limiting the generality of the foregoing, the following terms and conditions apply to the Grand Prize: (i) the Grand Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash; (ii) no substitutions except at Sponsor's option; (iii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand Prize or a component thereof for any reason with a Grand Prize or prize component(s) of equal or greater value (iv) ; by accepting the Grand Prize, the confirmed winner agrees to waive all recourse against the Releasees if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part; (v) neither Sponsor nor any of its prize suppliers will replace any lost or incomplete entries; (vi) the confirmed winner must (a) be a Canadian resident that has reached the legal age of majority in his/her province/territory of residence; (b) sign and return the Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Releasees relating to his/her participation in the Grand Prize; (vii) the winner must be able to provide a suitable outdoor location in both size and safety considerations to host a barbeque event with the number of people attending (maximum 21 people); and (d) agree to be filmed during the event, and to allow the Sponsor and Prize Provider to use the event video footage for future promotional materials (a waiver will be provided to all attendees and must be signed); (viii) any difference between the market value of the Grand Prize and its stated approximate retail value will not be awarded; (ix) all characteristics and features of the Grand Prize (and of each Grand Prize element), except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion.

There are (3) secondary prizes (each, a “Secondary Prize”). Each Secondary Prize consists of one (1) Broil King Signet

320B barbecue (approximate retail value \$550 CAD). The total approximate retail prize value of all Secondary Prizes is \$1,650 CAD. Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash. No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize (or a component thereof) with a prize of equal or greater value. Each Prize will only be awarded to the person associated with the applicable selected Entry (see below for details). There is a limit of one (1) Prize per person/email address.

There are Five (5) weekly prizes (each, a "Weekly Prize"). One (1) prize will be awarded each week during the Sweepstakes Period. Each Weekly Prize consists of: (i) one (1) \$25 CAD Butterball Gift Certificate; (ii) and one (1) Broil King accessory kit seen in table below (approximate retail value \$250 CAD). To total approximate retail prize value of each Weekly Prize is \$250 - \$300 CAD and the total approximate retail prize value of all Weekly Prizes is \$1,250 CAD.

Quantity	Item	ARP
1	\$25CAD Butterball Gift Certificate	\$25.00
1	Broil King Rib and Roast Rack	\$54.99
1	Broil King Grilling Skewers	\$11.99
1	Broil King Instant Read Thermometer	\$22.99
1	Broil King Marinade Injector	\$17.99
1	Broil King Baron Grilling Tools	\$44.99
1	Broil King Tumbler	\$29.99
1	Broil King Side Shelf Grill Mat	\$19.99

The number of Weekly Prizes will decrease as they are awarded during the Sweepstakes in accordance with these Rules. Each Butterball Gift Certificate is subject to the terms and conditions of this issuer. All characteristics and features of each Weekly Prize, unless otherwise explicitly described above, are at the Sponsor's sole and absolute discretion. Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash. No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize (or a component thereof) with a prize of equal or greater value. Each Prize will only be awarded to the person associated with the applicable selected Entry (see below for details). There is a limit of one (1) Prize per person/email address.

Collectively, the Grand Prize, Secondary Prizes and Weekly Prizes may be referred to as the "Prizes".

#### **7. ELIGIBLE WINNER SELECTION (RANDOM DRAW):**

On each Tuesday beginning on July 3, 2018 and ending on August 14, 2018 (each, a "Weekly Prize Draw Date") in Cambridge, ON at approximately 9:30:00 AM ET, a random draw (each, a "Weekly Prize Draw") will be conducted from among all eligible Entries received during the previous calendar week between Monday at 12:00:01 a.m. ET and Sunday at 11:59:59 p.m. ET. The first five (5) selected entrants in the course of each Weekly Prize Draw will be deemed a potential Weekly Prize winner. The odds of winning a Prize will depend on the number of eligible Entries received during the applicable week during the Sweepstakes Period.

On August 16, 2018 (the "Final Draw Date") in Cambridge, ON at approximately 12:00 p.m. ET, a random draw will be conducted from among all eligible Entries received during the Sweepstakes Period (the "Final Grand Prize Draw"). The first selected entrant in the course of the Final Grand Prize Draw will be deemed the potential Grand Prize winner. The odds of winning the Grand Prize will depend on the number of eligible Entries received during the Sweepstakes Period.

On August 16, 2018 (the "Final Draw Date") in Cambridge, ON at approximately 12:30 p.m. ET, a random draw will be conducted from among all eligible Entries received during the Sweepstakes Period (the "Final Secondary Prize Draw"). The first three (3) selected entrants in the course of the Final Secondary Prize Draw will be deemed the

potential Secondary Prize winners. The odds of winning a Secondary Prize will depend on the number of eligible Entries received during the Sweepstakes Period.

Collectively, the Weekly Prize Draw Dates and Final Draw Date will be referred to as a “Draw Dates”. Collectively, the Weekly Prize Draws, the Final Grand Prize Draw, and the Final Secondary Prize Draw will be referred to as a “Draws”.

#### **8. ELIGIBLE WINNER NOTIFICATION:**

By entering into the Sweepstakes, you specifically consent to be contacted by email or telephone by the Sponsor for the purpose of administering the Sweepstakes. The Sponsor, or its designated representative, will make a minimum of two (2) attempts to contact each potential Prize winner by telephone (using the information provided on the applicable Form) within one (1) business day of the applicable Draw Date. If a potential Prize winner cannot be contacted within one (1) business day of the applicable Draw Date, or if there is a return of any notification as undeliverable; then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner from among the remaining applicable eligible Entries (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

#### **9. WINNER CONFIRMATION:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON HAS BEEN ANNOUNCED AS THE WINNER OR THE ELIGIBLE WINNER. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER: each potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (Which may be administered via email or the Sponsor’s declaration and release form, as determined by the Sponsor at its sole discretion); and, (b) sign and return within two (2) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize as awarded; (iii) releases the Sweepstakes Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “Releasees”) from any and all liability in connection with this Sweepstakes, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, voice, statements about the Sweepstakes, 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, including, without limitation, announcing him/her as a confirmed Prize winner on social media channels.

If a potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) cannot or is unwilling accept the applicable Prize as awarded for any reason; and/or, (c) fails to return the properly executed Sweepstakes documents within the specified time; then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner from among the remaining applicable eligible Entries (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

#### **10. GENERAL CONDITIONS:**

All Entries become the property of the Sponsor. This Sweepstakes is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Sweepstakes 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. By participating in this Sweepstakes, you are agreeing to be legally bound by the terms and conditions of these Rules.

By entering the Sweepstakes, each entrant hereby fully discharges and releases, indemnify and hold harmless the Releasees from any and all claims, demands, actions or causes of action for damages, loss, death or injury, howsoever

arising, which each entrant, his/her heirs, executors and administrators may now or hereinafter have against the Releasees related to, arising out of, or resulting from the Sweepstakes or his/her participation in the Sweepstakes or winning a Prize (if applicable), including all damage, loss and injury which may be sustained by an entrant as aforesaid and all effects and consequences thereof.

The Releasees will not be liable for: (i) any failure of the Website; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, social media platforms, access providers, computer equipment or software; (iii) the failure of any Form or Entry to be received or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the Internet, 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 Sweepstakes; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the applicable Entry and, if requested by the Sponsor, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

The Sponsor reserves the right to withdraw, amend or suspend this Sweepstakes (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 Sweepstakes as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Sweepstakes 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 to cancel, amend or suspend this Sweepstakes, 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. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Sweepstakes, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Form only for the purpose of administering the Sweepstakes and in accordance with Sponsor's privacy policy (available at: <http://www.butterball.ca/en/privacy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right and without prior notice to any other person, 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, Form 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 Sweepstakes as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules, disclosures or other statements contained in any Sweepstakes-related materials, on the Website, the Sweepstakes application, on the microsite, the terms and conditions of these Rules, govern and control to the fullest extent permitted by law.

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A printed copy of these Rules may be obtained by writing to:

*Butterball Broil King BBQ Party Sweepstakes*

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