

## **#RandomActsOfPizza**

### **OFFICIAL CONTEST RULES**

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. SPONSOR: #RandomActsOfPizza (the "Contest") is sponsored by Panago Pizza Inc., 33149 Mill Lake Road, Abbotsford, BC V2S 2A4 (the "Sponsor"). Not sponsored, endorsed, administered by or associated with Facebook or Instagram.

2. ELIGIBILITY: The Contest is open to legal residents of British Columbia, Alberta, Saskatchewan, Ontario and the Yukon who are age of majority in their province or territory of residence at the time of entry, with the exception of employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household. By participating in this Contest, entrants acknowledge compliance with and agree to be bound by these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor's sole discretion whose decisions are final.

3. CONTEST DATES AND TIMES: The Contest ends on December 31, 2020 at 11:59 p.m. PST (the "Contest End Date") after which time the Contest will be closed and no further entries shall be accepted. Two contest winners will be randomly chosen from entries received on the three social media platforms (Facebook, Instagram, and Twitter) per month

4. HOW TO ENTER: You can enter by doing any of the following:

TWITTER: Following @Panago\_Pizza and following calls to action that are posted by the Sponsor (e.g., commenting on posts or answering questions).

FACEBOOK: Following @Panago\_Pizza and following calls to action that are posted by the Sponsor.

INSTAGRAM: Following @Panago\_Pizza and following calls to action that are posted by the Sponsor.

For this Contest receipt of an entry occurs when Sponsor's servers receive the entry. Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple Twitter, Facebook, Instagram or e-mail accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Entrants grant Sponsor a non-exclusive license to use all entries for any purpose. No

correspondence will be entered into except with selected entrants. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry.

### ENTRY CONTENT RESTRICTIONS

All submissions, comments, tweets, posts, pictures, photographs, images, stories, answers or entries or any content whatsoever posted, published or submitted, in any media, by an entrant on their own social media page(s) or the Sponsor's social media page(s) in order to enter and participate in this Contest must not contain any material that, in the Sponsor's sole discretion:

- violates or infringes another person's rights, including without limitation intellectual property rights;
- contains material that promotes bigotry, racism, hatred or harm against any group or individual that promotes discrimination based on race, sex, religion, nationality, sexual orientation or age;
- contains or displays any commercial/corporate advertising;
- contains indecent, violent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- references or depicts persons or organizations without their permission;
- disparages any persons or organizations;
- includes threats to any person, place, business or group; or
- is unlawful, in violation of or contrary to any federal, provincial, territorial or local law or regulation.

Failure of any entry to comply with any of the above Entry Content Restrictions, as determined by Sponsor in its sole discretion, may result in disqualification of an entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Submission that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, this Contest or any other person or entity, does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or breaches of law.

5. CONTEST PRIZES: There are a total of 800 prizes available to be won consisting of: (i) 300 With Our Compliments Gift Certificates (gift certificate for two medium pizzas, two salads and 2 litres of pop) (approximate retail value ("ARV") \$50 each); and (ii) 200 Say Hello to Panago Gift Certificates (gift certificate for one medium pizza) (ARV \$17 each); (iii) 100 baseball hats (ARV \$12.50 each); 100 sweatshirts (ARV \$50 each); and (v) 100 re-usable tote bags (ARV \$5.50 each). The Sponsor may choose which prizes are awarded for any of the draws or winner selections during this Contest.

All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. All prizes must be accepted as awarded and have no cash value. Prizes or any portion thereof cannot be combined

with other discounts, promotions or special offers. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at time of award.

6. **ODDS OF WINNING:** The odds of winning a prize depend on: (i) random draws: the number of eligible entries received before each random draw; and (ii) random pick winners: some or all of the following criteria: entrant eligibility, the entrant's public profile and content of their profile and/or quality and creativity of their comments, answers or other social media engagement.

7. **SKILL TESTING QUESTION:** Selected Entrants will be required, as a condition to winning a prize, to correctly answer, without assistance of any kind, whether mechanical or otherwise, or being presented in advance, the Sponsor's time-limited, mathematical skill-testing question.

#### 8. WINNER SELECTION AND CONFIRMATION:

- A. **Random Draws:** Each month the Sponsor, or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries received and select two potential winners.
- B. **Random Pick Winners:** At various times during the Contest, the Sponsor, or an employee, agent or other representative of the Sponsor, will select potential winners based on some or all of the following criteria: their eligibility, public social media profile and content of their profile and/or quality and creativity of their comments, answers or other social media engagement as required by the Sponsor

All of the above potential winners (each a "Selected Entrant") will be deemed winners if they meet all of the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet any eligibility criteria, he/she will be disqualified and will not receive a prize and another entrant will be selected by way of a random draw from the remaining eligible entries received during that Contest Period. Before being declared a winner, a Selected Entrant will be required to correctly answer the Sponsor's skill-testing question and comply with all Contest Rules, all in the sole discretion of Sponsor. No person shall win more than one gift certificate prize within a three-month period.

Selected Entrants will be notified within one (1) business day of the draws and will be contacted using social media and up to three attempts will be made within 36 hours following the draw or winner selection. A Selected Entrant that does not or cannot accept a prize may be forfeited and a new Selected Entrant selected by random draw, in the Sponsor's sole discretion. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the Twitter, Facebook or Instagram handle associated with the entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the selected entry.

9. **RELEASE AND INDEMNIFICATION:** By entering and participating in this Contest, entrants agree to: (i) confirm compliance with the Contest Rules; (ii) agree to accept prizes as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, Facebook, Instagram and each of their respective directors, officers,

employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of the Entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of the Prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest 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 the Entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any travel related thereto and the use of the Entry by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

10. OTHER CONDITIONS: The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

Publicity and entrant information: By participating in the Contest, entrants consent to the use of their name, address, postal code, e-mail address, telephone number, social media handles, comments and image, whether on videotape, photograph or any other means, for the administration of this Contest or any publicity carried out by the Sponsor, without further notice or compensation. Entrants grant Sponsor and any of its marketing or other partners or agents an exclusive license to use any entry, social media post, comment, answer, photograph, image or any other content generated by entrants in order to enter and participate in this Contest, as may be edited or modified in any way by Sponsor in its sole discretion, without notice and without any compensation to entrants, for any marketing or promotional purposes in any media whatsoever. Any and all information provided for this Contest is provided to Sponsor not Facebook.

**Law:** The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the province of British Columbia, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Vancouver, British Columbia.

**Rule amendments:** The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

**Intellectual Property:** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited.

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