

KELSEY'S FEEDBACK CONTEST

OFFICIAL CONTEST RULES & REGULATIONS

1. GENERAL. The Kelsey's Feedback Contest (the "**Contest**") is intended for legal residents of Canada (excluding Quebec). By entering, you acknowledge that you have read, understand and will comply with the following rules (the "**Official Rules**") in their entirety, which Official Rules are final and binding on all matters pertaining to the Contest.

2. CONTEST PERIOD. January 25, 2017 to June 30, 2017.

3. ELIGIBILITY. This Contest is sponsored by Kelsey's, a division of Cara Operations Limited (the "**Contest 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 Contest Sponsor, its parent companies, subsidiaries, affiliates and related companies, as well as Head Office employees of the Contest Sponsor's restaurant brands and their respective advertising and promotion agencies, suppliers and the independent judging organization (collectively, the "**Contest Parties**"). The information you provide will only be used for the administration of this Contest and in accordance with the Contest Sponsor's privacy policy.

4. HOW TO ENTER, PLAY and WIN.

a. How to Enter & Play. The Contest will run from January 25, 2017 at 12:01 a.m. EST to June 30, 2017 at 11:59.59 p.m. EST (the "**Contest Period**"). During the Contest Period, guests of participating Kelsey's restaurants will receive an invitation to complete two (2) surveys online at www.kelseysfeedback.com (the "**Website**"), the first being a general guest satisfaction survey and the second being a more in-depth experience survey. Once the second survey has been completed and submitted, the guest (hereinafter referred to as the "**Entrant**"), will automatically be entered into the Grand Prize Draw (as defined below). Any incomplete surveys will not be accepted.

b. No Purchase Necessary Option: To enter without purchase, provided that you are of the age of majority in your province/territory of residence at the time of entry and eligible to enter the Contest as per rule 3 above, mail a unique and original essay of minimum 50 words about why you feel you should win a \$500 Ultimate Dining Card, with your full name, telephone number and e-mail address, to "Kelsey's Feedback Contest", Cara Operations Limited, 199 Four Valley Drive, Vaughan, Ontario L4K 0B8, Attention: Kelsey's Marketing Department. There is a limit of one (1) no purchase entry per unique and original essay, as determined by the Contest Sponsor in its sole and absolute discretion, during the Contest Period.

There is also a limit of one (1) entry per Entrant per week, regardless of method of entry. If it is discovered that any Entrant entered or attempted to enter more than once per week, all entries will be declared null and void.

c. **How to Win - Grand Prize.** There is one (1) Grand Prize (as defined below) available to be won through a draw from all eligible participants who enter via the Website or the no purchase option and who are otherwise eligible to enter the Contest as per rule 3 above (the “**Grand Prize Draw**”). Winners will be chosen through random draw immediately following the Contest Period. The selected Entrant will be contacted by phone and/or email within 5 days of the Grand Prize Draw. If a selected Entrant is unable to be contacted after 3 attempts, he or she forfeits being an eligible Grand Prize winner and another Entrant may, at the sole discretion of the Contest Sponsor, be selected. Selected Entrants must be of the age of majority in their province/territory of residence, correctly answer a mathematical skill-testing question without assistance and otherwise be in compliance with the rules in order to be declared a Grand Prize winner.

5. ODDS OF WINNING. The odds of winning the Grand Prize depend on the number of eligible entries received during the Contest Period.

6. PRIZE DESCRIPTION. The “**Grand Prize**” consists of one (1) \$500 Ultimate Dining Card.

7. COMPLETION OF PRIZE CLAIM. The Grand Prize winner will be required to sign and return a declaration of eligibility and compliance with the Official Rules, a liability release releasing the Contest Sponsor from any liability occurring as a result of the Grand Prize being awarded and used and, where lawful, a publicity consent (collectively, a “**Declaration**”) before the Grand Prize is awarded. Failure to comply with the Official Rules may result in disqualification and potential selection of an alternate eligible winner. The selected Entrant will not be confirmed as the winner unless the Entrant has complied with all of the Official Rules and correctly answered a mathematical skill-testing question without assistance. Any prize notification returned as undeliverable or any determination that the selected Entrant is ineligible, may result in disqualification and potential selection of an alternate eligible winner. The Contest Sponsor will have no liability or responsibility for any claim arising in connection with participation in this Contest or prize awarded. By accepting the Grand Prize, the entrant agrees to the use of his/her 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.

8. AWARDING OF PRIZES. The Contest Sponsor is not responsible for and shall not be liable for unsuccessful efforts to notify the winner. The Grand Prize must be accepted as awarded, is non-transferable and is not convertible into cash. Use of the Grand Prize, or any portion thereof, for a Contest or re-sale is strictly prohibited. No substitution of the Grand Prize will be permitted, except by the Contest Sponsor who may substitute the Grand Prize or any portion of the Grand Prize with a prize of equal or greater value at their sole discretion. The Contest Sponsor's obligation to the winner is limited to the Grand Prize specified above.

9. RELEASE. By entering the Contest and/or accepting the Grand Prize, the Entrant, and/or winner agrees to release and hold harmless the Contest Sponsor, their respective parent companies, subsidiaries, affiliates, directors, officers, employees, franchisees and agencies (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 the Grand 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. The Contest Sponsor and its 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 the Grand Prize; and (ii) disclaim any implied warranty.

10. ERRORS & DAMAGE. The Contest Sponsor is not responsible for typographical or other errors in the offer or administration of this Contest, including, but not limited to, errors in advertising, the Official Rules, the selection and announcement of the winner, or the distribution of the Grand Prize. The Contest Sponsor reserves the right at their sole discretion to disqualify any individual who is found (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Official Rules; or (iii) to be acting in an un-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

11. LIMITATIONS OF LIABILITY. The Contest Parties are not responsible for late, lost, incomplete, irregular, or misdirected Entries, email or for any computer, online, telephone or technical malfunctions or human errors that may occur. If for any reason, the Contest is not capable of running as planned, or more prizes are awarded than planned, including due to a computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, the Contest Sponsor may cancel, terminate, modify or suspend the Contest. Entrants further agree to release the Contest Parties from any liability resulting from, or related to participation in the Contest or the awarding or use of the Grand Prize. The Contest Sponsor reserves the right to terminate or withdraw this Contest at any time.

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

12. RIGHT TO TERMINATE, SUSPEND OR AMEND. The Contest Sponsor reserves the right to withdraw, suspend or amend this Contest (or, amend these Official Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Official Rules, including, without limitation, any error, problem, computer virus, bug, tampering, unauthorized intervention, fraud, or failure. Any attempt to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Contest Sponsor reserves the right, at its sole discretion, to disqualify from this Contest and any future contest, sweepstakes or other promotion conducted by the Contest Sponsor, any individual that it finds or believes to be tampering with the prize claim process or the operation of the Contest; to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any

other person. The Contest Sponsor reserves the right to cancel, suspend or amend this Contest, or to amend these Official 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 whatsoever. Without limiting the generality of the forgoing, the Contest 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.

13. PERSONAL INFORMATION. By participating in this Contest, the eligible winner consents to the collection, use and disclosure of their personal information for the purposes of administering the Contest in accordance with the Contest 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 Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Contest Sponsor is collecting personal data about the eligible winner only for the purposes of administering this Contest. No further informational or marketing communications will be received by Entrants, unless the Entrant provides the Contest Sponsor with explicit permission to do so.

14. GOVERNING LAW. This Contest and the Official Rules are governed by and to be construed under the laws of the Province of Ontario, Canada.

15. SUBJECT TO APPLICABLE LAWS. The Contest is subject to these complete Official Rules and all applicable federal, provincial and local laws and regulations. By participating in the Contest, you acknowledge that you have read the Official Rules and agree to abide by their terms and by the decisions of the Contest Sponsor, which are final and binding on all matters pertaining to the Contest. All federal, provincial and local laws and regulations apply. The Contest Sponsor reserves the right to terminate this Contest or amend these Official Rules at any time, at their sole discretion without notice to participants.

16. LANGUAGE DISCREPANCY. 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, including, but not limited to, point of sale, television, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

IMPORTANT NOTE: The Contest Sponsor will not involve itself in, and the Releasees accept no obligation or liability in respect of, any dispute regarding the identity of the rightful selected Entrant. In any such case, the Contest Sponsor reserves the right to take whatever action it deems appropriate based on the circumstances and/or to comply with applicable law.