

EST. 2001

## **OFFICIAL RULES**

The WORKS "QUESO TRIFECTA CONTEST 2023" Contest (the "Contest")

This promotion is intended for viewing and participation in Canada only (excluding the province of Quebec) and shall be construed and evaluated according to the laws of Canada. Please do not proceed if you are not a legal resident of Canada at the time of entry.

- 1. The sponsor of this contest is The WORKS Craft Burgers & Beer, Inc. (the "Contest Sponsor").
- 2. **CONTEST PERIOD:** Starts approximately June 21<sup>st</sup> 2023 at 00:12:01 AM (EST) and ends August 27<sup>th</sup> 2023 at 23:59:59 (EST) (the "Contest Period"), after which time no further entries will be accepted.
- 3. **ELIGIBILITY**. The Contest is open to residents of Canada, excluding minors (must be age of majority in the province of Ontario and Newfoundland) except employees, representatives and agents of the Contest Sponsor, and each of their affiliates and if applicable, their respective advertising or promotion agencies, franchisees, contest judges, contest prize suppliers, any other companies engaged in the development, production, or distribution of materials for this Contest, and members of the immediate families of, or persons domiciled with, any of the above. This contest is not open to residents of Quebec.
- 4. HOW TO ENTER: To enter, visit any WORKS restaurant location and purchase any of "THE QUESO TRIFECTA" LTO menu items (Buenos Nachos Burger, Queso Volcano Chicken or Queso Loco Fries). With each purchase of these menu items, a card will be provided (one card per menu item). Limit of 3 entries per day per person.
- 5. NO PURCHASE NECESSARY. To enter without purchase, send an original email (minimum 100 words) describing what you love most about The WORKS Craft Burgers & Beer, along with your first and last name, complete address including postal code and daytime telephone number with area code and email it to: jkuscu@mtygroup.com. Duplicated submissions will not be accepted. Limit of one (1) no purchase email entry request per day per person per e-mail address. Each emailed entry will be date/time stamped on arrival for entry in the "Contest". No purchase entries must be received no later than 23:59:59 PM (EST) on August 27th, 2023, in order to be considered an eligible entry in the Contest. Void where prohibited by law.

6. GRAND PRIZE: There is twenty six (26) grand prizes available to be won in Canada (excluding Quebec) during the Contest Period. The grand prize consists of a WORKS Craft Burger & Beer gift card (\$500), Approximate Retail Value: \$500 each. A grand prize as described is subject to availability, may not be exchanged for cash, is non-transferable, non-refundable, and must be accepted as awarded, without substitutions. At their election, and in the event a grand prize, or any portion thereof, cannot be awarded as described in these Official Rules for any reason, the Contest Sponsors reserve the right to substitute (a) prize(s) of equivalent or greater retail value.

## **CONTEST DRAW:**

**GRAND PRIZE:** One random draw will take place at The WORKS head office in Burlington, Ontario. on August 29<sup>th</sup> 2023 at 10:00:00.

The odds of winning a grand prize is solely dependent on the total number of eligible entries received during the applicable entry period. No responsibility is assumed by the Contest Sponsors for any inability for a potential entrant to successfully enter the Contest or draw for any reason. The Contest Sponsor (as defined herein) is not responsible for late, lost, stolen, damaged, misdirected, mutilated, garbled, illegible or incomplete entries.

- 7. PRIZE AWARDS. The selected entrants will be notified by e-mail and instructed how to claim his/her prize. To be declared a winner, the selected entrants drawn must have correctly answered the required mathematical skill-testing question on the prize fulfillment form, and must sign a form of Declaration of Compliance and Release, and otherwise comply with the official contest rules. Awarding of a prize is subject to verification and compliance with the official contest rules. Entrants who have not complied with the official contest rules will be disqualified. If a selected entrant cannot be located or does not respond within 5 days of notification, the entrant will be disqualified and forfeits the prize and the Contest Sponsor may, at its sole and absolute discretion, select by random draw another eligible entrant whom the Contest Sponsor or its representatives will attempt to contact, and who will be subject to disqualification, in the same manner. Allow four to six weeks from the date of the draw for verification of contest winners and prize fulfilment. Limit one prize per person.
- 8. **ELIGIBILITY**. The Contest is open to residents of Canada, excluding Quebec and excluding minors (must be of age of majority in the province of Ontario), except employees, representatives and agents of the Contest Sponsor, and participating WORKS locations and each of their affiliates and if applicable, their respective advertising or promotion agencies, franchisees, contest judges, contest prize suppliers, any other companies engaged in the development, production, or distribution of materials for this Contest, and members of the immediate families of, or persons domiciled with, any of the above.
- 9. ADDITIONAL CONDITIONS OF PARTICIPATION. By participating in this Contest, entrant accepts and agrees to these official contest rules and all decisions of the contest judges (who may be employees, agents or independent contractors of Contest Sponsor), which shall be final and legally

binding on entrant in all matters relating to this Contest. All entries become the property of the Contest Sponsor and will not be acknowledged or returned. In order to be confirmed a winner and receive a prize, the selected entrant will be required to sign the Contest Sponsor's form of Declaration of Compliance and Release which confirms compliance with these official contest rules and releases the Contest Sponsor, and their respective affiliated companies, agencies, contest prize suppliers and their respective officers, directors, employees and agents from all liability with respect to the entrant's participation in this Contest and the awarding, use or misuse of any prize. By accepting a prize, the winner agrees to the use of his/her name, comments, photograph, and other likeness for publicity purposes, and grants to the Contest Sponsor any and all rights to such use without further notice or compensation. The Contest Sponsor and its respective affiliates are not responsible for printing, distribution, or production errors. This Contest is subject to all applicable federal, provincial, and municipal laws.

- 10. LIMITATION OF LIABILITY. By entering this Contest, the winner acknowledges and agrees that the Contest Sponsors, their respective affiliates, agencies, contest prize suppliers, and their respective officers, directors, employees and agents (collectively, the "Contest Group"): (i) shall have no liability of any kind whatsoever with respect to this Contest and/or the awarding, use or misuse of any prize, (ii) make no warranty, guaranty or representation of any kind concerning any prize, (iii) disclaim any implied warranty, and (iv) are not liable for injury, loss or damage of any kind resulting from the entrant's acceptance, use or misuse of any prize or otherwise from such entrant's participation in this Contest. The Contest Group 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 winners, or the distribution of the prize.
- 11. **PERSONAL INFORMATION.** Unless entrants otherwise indicate, the personal information gathered about entrants in the course of this Contest will be used solely the Contest Sponsor and by the management of each restaurant location for the administration of the Contest and in connection with any publicity relating to the Contest. Entrants can unsubscribe from communication at any time.