

"CHOOSE SIDES WINGS OR NUGGETS – Superbowl Flamingo 2019" CONTEST

CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. The "CHOOSE SIDES WINGS OR NUGGETS – Superbowl Flamingo 2019" Contest (the "**Contest**") is sponsored by Olymel S.E.C. (the "**Contest Organizer**"). The Contest will run online from January 7th, 2019, at 12:00 a.m. Eastern Time (ET) until February 3rd, 2019, at 11:59 p.m. (ET) (the "**Contest Period**"). Contest is not sponsored, endorsed, administered by or associated with Facebook.

ELIGIBILITY

2. The Contest is open to all legal residents of Canada who have reached or surpassed the age of majority in their province or territory of residence at the time of entry. Employees, representatives, agents and mandataries of the Contest Organizer, any company, corporation, trust or other legal entity controlled by or affiliated with it, the Contest Organizer's advertising and promotional agencies, suppliers of prizes, material, equipment and services related to this Contest, as well as their immediate family members (brothers, sisters, children, father, mother), their legal or common-law spouses and all individuals with whom such employees, representatives, agents and mandataries are domiciled, are not eligible.
3. By entering the Contest, entrants fully and unconditionally accept these Contest Rules, Terms and Conditions (collectively, the "**Contest Rules**"), as well as the decisions of the Contest Organizer, which are final and binding on all entrants for questions related to the Contest. The words "you," "your," and "entrant" as used herein refer to the person entering the Contest. To win a Prize, you must comply with all the requirements set out in these Contest Rules.

HOW TO ENTER

4. To enter the Contest:
 - 4.1 Enter the Universal Product Code ("**UPC Code**") of one of the participating Flamingo products* on Flamingo's website at <https://www.flamingo.ca> (the "**Contest Website**") and complete the Contest entry form in which the UPC Code of a participating product will be requested as well as your first and last name, your date of birth, email address and phone number. [* All Flamingo products are eligible except chicken burgers, chicken breast brochettes, chicken souvlaki and chicken breast medallions.] The participating Flamingo products do not necessarily have to be purchased in order to be able to enter their UPC Code in the Entry Form and participate in the Contest.

- 4.2 The completion of the Entry Form constitutes one (1) entry in the Contest ("**Contest Entry**").
- 4.3 Once the Entry Form is completed, the participant has the option to share the Contest on his or her Facebook page and to subscribe to Flamingo's newsletter. These actions are not mandatory but each constitutes one (1) additional Contest Entry.

PRIZES

5. Eleven (11) prizes ("**Prizes**") are offered during the Contest Period:
- One (1) trip to the Grey Cup 2019 for four (4) people (approximate retail value of \$4,000 CAD). The Contest Organizer will award the winner and three guests one (1) round-trip flight (economy class) to and from the location of the Grey Cup 2019, as well as two (2) nights of hotel accommodations (standard room, double occupancy), and one (1) ticket each to the Grey Cup 2019. No other travel or accommodations will be included in the Prize, including ground transportation to and from the airport. Winner and guests must travel on the same itinerary. Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between the stated approximate retail value and actual value of Prize will not be awarded. Prize forfeited if winner is unable to travel on designated dates and will be awarded to an alternate winner. Winner and guests are solely responsible for having all necessary identification and/or travel documents (e.g., a valid passport) required for travel. Meals, gratuities, luggage fees, incidental hotel charges and any other unspecified travel-related expenses are the sole responsibility of the winner].
 - Five (5) Samsung 4k HDR 50 inch TVs (Model UN50NU7100) (approximate retail value of CAD \$ 600 each)
 - Five (5) BBQ sets and patio heaters each including one (1) Dyna-Glo Gas BBQ with two burners (approximate retail value of \$ 199.99) and one (1) Shanghai gas patio heater propane (approximate retail value of CAD \$ 250 each)
6. **Limit.** There is a limit of one (1) Prize per person during the Contest Period. There is a limit of one (1) prize per person during the contest period. When a person is drawn for a prize, it will automatically be withdrawn from the other draws. Participants must respect the following limits, failing which they may be disqualified:
- 6.1 A total of one (1) Entry Form in the Contest per person, per day, per UPC Code. Only one (1) additional Contest Entry for subscription to the newsletter per email address and one (1) additional Contest Entry for sharing the Contest on Facebook per Entry Form. There are no limits to enter multiple UPC codes with the same name, address and email, on the same day.

7. **Chances of winning.** The chances of winning one (1) of the eleven (11) Prizes depend on the number of eligible Contest Entries received during the Contest Period.

DRAW

8. An electronic draw will be held at the offices of the agent acting on behalf of Flamingo; Spritz - Social Media and Web Marketing at 420 St Eloi, Montreal, at 12:00 pm (ET) on February 4, 2019, from the entries received during the contest period.
9. The winners will be announced on Flamingo's Facebook page at <https://www.facebook.com/flamingo.ca/> and on Flamingo's website at www.flamingo.ca on February 5, 2019. Winners will also be contacted by phone or email.

AWARDING OF PRIZES

10. In order to be declared a winner, any selected entrant must:
 - 10.1 be reached by email or by telephone, at the sole discretion of the Contest Organizer, **[at the number and email indicated on the Entry Form]**, within three (3) business days following the draw of the winning entry;
 - 10.2 complete and sign a declaration form (the "**Declaration Form**") sent by the Contest Organizer stating that the entrant has complied with all of the terms and conditions set out in these Contest Rules and exonerates the Contest Organizer of any liability, and return the Declaration Form with the instructions provided by the Contest Organizer within three (3) business days of receipt;
 - 10.3 have correctly answered the mathematical skill-testing question on the Declaration Form; and
 - 10.4 upon request and in a timely manner, provide a valid piece of photo identification.
11. Failure of selected entrant to comply with any of the conditions mentioned in these Contest Rules, or failure of selected entrant to accept the Prize may cause the selected entrant to be disqualified. If, despite the Contest Organizer's reasonable efforts, the Contest Organizer cannot reach the selected entrant within the time limit outlined above, the selected entrant may be disqualified. In any such event, the Contest Organizer may, at its sole discretion, cancel the Prize or hold a new draw until an entrant is selected and declared a winner in accordance with these Contest Rules.
12. Upon receipt of the duly completed Declaration Form and within a maximum of two (2) weeks, the Contest Organizer will deliver winning entrants their Prize by mail or courier should the situation allow such delivery.

GENERAL TERMS AND CONDITIONS

13. **Verification.** Declaration Forms and Entry Forms are subject to verification by the Contest Organizer. Any Entry Form or Declaration Form that is, as the case may be, incomplete, illegible, manually or mechanically reproduced, mutilated, fraudulent or obtained from an unauthorized source, or is received or submitted late, bears an invalid email address or telephone number, does not bear the correct answer to the mathematical skill-testing question or is otherwise noncompliant shall be rejected and will not entitle a person to a Contest Entry or to a Prize, as the case may be.
14. **Disqualification.** The Contest Organizer reserves the right to disqualify a person or to cancel one or more Contest Entries of a person who enters or tries to enter this Contest using methods that do not comply with these Contest Rules or that are unfair to other entrants (e.g., entries exceeding the authorized limit).
15. **Conduct of the Contest.** Any attempt to deliberately damage any website related to the Contest or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizer reserves the right to reject the entrant's Contest Entries and obtain legal or equitable relief under applicable laws. The Contest Organizer will not be liable in any way to other entrants.
16. **Prize acceptance.** Prizes must be accepted as described in these Contest Rules and may not, in any case, be transferred in whole or in part to another person, replaced by another prize or exchanged for cash, except as provided in the section below.
17. **Prize substitution.** In the event that it is impossible for the Contest Organizer to award a Prize as described in these Contest Rules or if circumstances beyond the control of the Contest Organizer so require, the Contest Organizer reserves the right to award a different prize (or a portion thereof) of the same kind and of equivalent value or, at its sole discretion, the monetary value of the Prize (or a portion thereof), including in the event where it would be impossible, difficult and/or more costly for the Contest Organizer to award the prize as described in these Contest Rules.
18. **Liability limit: Prize use.** By entering the Contest, any entrant selected for a Prize releases and holds harmless the Contest Organizer, Facebook, Inc. and any company, corporation, trust or other legal entity controlled by or affiliated to it, its advertising and promotional agencies, their employees, representatives, agents and mandataries (the "**Released Parties**") from and against any damage resulting from the acceptance or use of the Prize.
19. **Use of the website.** The Contest Organizer does not warrant in any way that the Contest Website will be accessible or functional without interruption during the Contest Period or that it will be free of errors.
20. **Liability limit: Prize supplier.** Any entrant selected for a Prize acknowledges that upon acceptance of the Prize, the obligations related to it become the responsibility of the suppliers of services and goods related to the Prize.
21. **Prize warranty.** Any entrant selected for a Prize acknowledges that the only warranty applicable to the Prize is the standard manufacturer warranty, if applicable.

22. **Liability limit: conduct of the Contest.** The Released Parties will not and cannot be held responsible for (i) any incorrect, lost, damaged, late, incomplete, misdirected, deleted, defective or modified Contest Entry, regardless of the cause, including a breakdown of the Contest Website; (ii) any change of email or residential address after submission of the Contest Entry; (iii) the malfunction of any computer component, software, network or communication line; and the loss or absence of network communication or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network, regardless of the cause, and may limit or prevent the opportunity for any person to read these Contest Rules or participate in the Contest. The Released Parties also disclaim all liability for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or any software or other, and the transmission of any information related to entry in the Contest.
23. **Contest modification.** The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules, subject to approval by the *Régie des alcools, des courses et des jeux du Québec* (the "**Régie**"), if required.
24. **Termination of Contest entry.** In the event that the computer system cannot register all Contest Entries during the Contest Period for whatever reason, or if entry in the Contest must be terminated in whole or in part before the end of the Contest Period, Prizes that have not yet been awarded may be awarded by random draw from among the Contest Entries duly registered during the Contest Period or up to the date of the event ending the Contest.
25. **Prize limit.** In no event shall the Contest Organizer be required to award more prizes than indicated in these Contest Rules or to award a prize otherwise than in compliance with these Contest Rules.
26. **Liability limit: Contest entry.** Persons who enter or try to enter this Contest release the Released Parties from any liability for any damage these said persons may incur as a result of entering or attempting to enter the Contest.
27. **Authorization.** By entering this Contest, any entrant selected for a Prize authorizes the Contest Organizer and its representatives to use, if required, their name, photo, likeness, voice, city/town of residence and/or statement regarding the Prize for advertising purposes, without any form of compensation.
28. **Communication with entrants.** No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Contest Rules or at the entrant's initiative.
29. **Personal information.** Entrants' personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other

communications unrelated to the Contest will be sent to entrants unless they have otherwise consented to receive such communications.

30. **[Cookies. Entrants are informed that, when they access the Contest Website, a cookie may be stored on their computer's hard drive, as applicable. A cookie is a small computer file that allows the user's navigation on the Contest Website to be recorded. Cookies are used to identify each entrant in order to allow them to access the information on the Contest Website more quickly and to avoid the necessity of re-entering any data. Cookies cannot damage the data that is contained on the user's computer and/or other digital device in any way. Entrants have the option of prohibiting the storing of the cookie, or of being informed whenever a cookie is stored on the user's hard drive/in the memory of the user's digital device, by configuring their browser software (the entrant is encouraged to consult the conditions of use for the browser in question with respect to this function). If such a configuration is used, the entrant will still be able to access the Contest Website and to enter the Contest.]**
31. **Property.** Entry Forms and Declaration Forms are the property of the Contest Organizer and will not in any case be returned to entrants.
32. **[Intellectual property. The reproduction, representation or exploitation of all or part of the elements composing the Contest is strictly prohibited. All brands or names of products or services mentioned are trademarks or names of products or services and belong to their respective owners.]**
33. **Entrant identification.** For the purposes of these Contest Rules, the entrant is the person whose name appears on the Entry Form, and it is this person to whom the Prize will be awarded if selected and declared a winner.
34. **Contest Organizer's decision.** Any decision of the Contest Organizer or its representatives regarding this Contest is final and without appeal, subject to a ruling by the Régie in connection with any question within its jurisdiction.
35. **Dispute. For Quebec residents only.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement
36. **Unenforceability.** This Contest is subject to all applicable federal, provincial and local/municipal laws and is void where prohibited by law. If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, then that section shall be considered invalid, but all other unaffected sections will be applied within the limits of the law.
37. **Language.** In case of any discrepancy between the French and English versions of these Contest Rules, in the event that a French version is available, the French version shall prevail.