

BOSTON PIZZA INTERNATIONAL INC.

GUEST EXPERIENCE SURVEY CONTEST
(the "Contest")

RULES AND REGULATIONS

The Contest is intended for viewing and participation in Canada only by legal residents of Canada who have attained the age of majority in the province in which they reside, and shall be subject to and construed in accordance with the laws of Canada. Please do not proceed if you do not satisfy these requirements at the time of entry. Entry into the Contest constitutes your acceptance to these Rules and Regulations.

1. **CONTEST ADMINISTRATOR:** The Contest is administered and operated by Medallia, Inc. (the "Contest Administrator") on behalf of Boston Pizza International Inc. ("BPI"). The decisions of the Contest Administrator are final and binding in all matters as they relate to the Contest, including without limitation eligibility and/or disqualification of entries.
2. **ELIGIBILITY:** To be eligible to win any prize in the Contest, you must: (a) be a legal resident of Canada; (b) have attained the age of majority in the province in which you reside; and (c) not be a member of the immediate families of an employee, contractor, agent or representative of the Contest Administrator, BPI, or any of their respective affiliates, agencies, prize suppliers, any franchisee of Boston Pizza Canada Limited Partnership ("BPCLP") or any of their respective shareholders, trustees, directors, officers, employees or agents with whom such employees contractors, agents and representatives are domiciled. For the purpose of the Contest, "immediate family" is defined as a spouse, child, parent or any person residing in the same household or domiciled with any such employees, contractors, agents or representatives.
3. **CONTEST PERIOD:** The Contest will commence on Saturday, February 1, 2020 at 12:00:00 AM (ET) and will conclude on Thursday, December 31, 2020 at 11:59:59 PM (ET) (the "Contest Period"). For the purpose of these Rules and Regulations, a "Month" means any calendar month beginning at 12:00:00AM (ET) on the 1st day of a calendar month and ending at 11:59:59PM (ET) on the last day of that same calendar month.
4. **HOW TO ENTER:** You may enter the Contest with or without purchase as follows:
 - a. **Entry With Purchase:** To enter the Contest with a purchase, visit a participating Boston Pizza restaurant in Canada during the Contest Period and order any item off its menu. After you have paid your bill, take your receipt from that Boston Pizza restaurant, visit the website <http://tellbostonpizza.com>, use the Survey Access Code found under the barcode on your receipt from that Boston Pizza restaurant, and follow the instructions to complete a basic survey (the "Basic Survey"). Upon completing the Basic Survey, you will: (i) receive one (1) entry into the Contest; and (ii) have the opportunity to answer additional survey questions (the "Additional Survey"). If you complete the Additional Survey, you will receive one (1) additional entry into the Contest. You may complete the Basic Survey, and if you choose, the Additional Survey, only once per Survey Access Code (found on your Boston Pizza restaurant's receipt), and no more than twice each during any consecutive thirty (30) day period. Only entries received during the Contest Period will be eligible to win a Monthly Prize (defined below). By entering the Contest, you represent and warrant that you have read and accepted these Rules and Regulations, and understand that you may be contacted by the Contest Administrator. The use of any device to automate the entry process is prohibited.
 - b. **Entry Without Purchase:** To enter the Contest without a purchase, you must hand-write the sentence "Please enter me in the Boston Pizza Sweepstakes for a chance to win a Monthly Prize." on a sheet of paper on which you have hand-written your first name, last name, home

telephone number, full address (no PO Boxes accepted), email address, and mail it in a separate envelope with sufficient postage to:

BOSTON PIZZA SWEEPSTAKES

c/o Boston Pizza
575 Market Street, Suite 1850
San Francisco, CA 94105

At the time of receipt by the Contest Administrator, you will receive one entry into the Contest for each separate mail-in submission received by the Contest Administrator. You may enter the Contest without purchase a maximum of twice per any consecutive thirty (30) day period. Only entries received by Contest Administrator before the end of the Contest Period will be eligible to win a Monthly Prize. By entering the Contest, you represent and warrant that you have read and accepted these Rules and Regulations, and understand that you may be contacted by the Contest Administrator. The use of any device to automate the entry process is prohibited.

5. **PRIZES:** One (1) prize, consisting of one (1) \$200 Boston Pizza gift card (each, a "**Monthly Prize**"), will be awarded in respect of each Month during the Contest Period for a total of fourteen (14) Monthly Prizes during the Contest Period. A Monthly Prize must be accepted as awarded and has no cash value. A Monthly Prize is non-transferable, non-redeemable and no substitution will be made except that the Contest Administrator, in its sole discretion, reserves the right to substitute any Monthly Prize for a prize of equal or greater value.
6. **SELECTION OF WINNERS:** Within fifteen (15) days of the last day of each month of February, March, April, May, June, July, August, September, October, November and December of 2020, a random draw will be made by a representative of the Contest Administrator at Suite 1850 – 575 Market Street, San Francisco, CA 94105, to select one potential winner of a Monthly Prize in respect of the preceding Month from all entries that the Contest Administrator received during that particular preceding Month of the Contest Period. Accordingly, there will be fourteen (14) winners of Monthly Prizes in total at the conclusion of the Contest. Within seven (7) business days after the applicable random draw is concluded, the Contest Administrator will attempt to contact each potential winner via the contact information listed on the entry for a period of three (3) business days. If a potential winner cannot be contacted within the allotted time, he/she is no longer eligible to win and another entrant will be drawn from the remaining entries received by the Contest Administrator during the applicable Month, as applicable, and the process of contacting the new entrant will be repeated.
7. **DECLARATION OF WINNER:** To be declared a winner of a Monthly Prize, each potential winner selected in accordance with Section 6 above must: (a) correctly answer a mathematical skill-testing question without assistance; (b) sign and return within a designated time period a Declaration and Waiver, in a form prescribed by the Contest Administrator, confirming his or her acceptance and compliance with these Rules and Regulations and releasing the Contest Administrator, BPI, BPCLP, each of BPCLP's franchisees, and each of their respective employees, directors, officers, trustees, shareholders, affiliates, representatives, parent companies, subsidiaries, professional advisors, and advertising and promotional agencies (collectively, the "**Released Parties**") from any and all liability arising out of, pursuant to, or as a result of the carrying out of the Contest, or any part of the Contest, including, without limitation, liability arising from the acceptance of and usage of a Monthly Prize as awarded, the administration of the Contest and the selection of any potential winners. A potential winner must return the executed Declaration and Waiver form to the Contest Administrator within five (5) business days after the Contest Administrator notifies the potential winner as having been selected to win a Monthly Prize. If a potential winner does not return the executed Declaration and Waiver form to the Contest Administrator within this time, or if the Contest Administrator determines that the potential winner does not satisfy the eligibility requirements set out in Section 2 above, or has not fully complied with these Rules and Regulations, then the potential

winner will be disqualified and another potential winner will be drawn from the remaining entries received by the Contest Administrator during the applicable Month of the Contest Period. By accepting a Monthly Prize in the Contest, a Monthly Prize winner agrees to hold the Released Parties harmless from and against any and all claims and liability arising out of or in any way connected with the operation of the Contest and use of a Monthly Prize. A Monthly Prize winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Contest or use or redemption of a Monthly Prize. An selected entrant who provides an incorrect answer will no longer be eligible to win a prize and another selected entrant will be drawn in his/her place.

8. **ODDS OF WINNING:** The odds of winning a Monthly Prize in respect of any particular Month during the Contest Period are dependent upon the number of eligible entries received during that particular Month of the Contest Period.
9. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for errors in the offer or administration of the Contest, or any part of the Contest, including but not limited to, errors in the advertising, these Rules and Regulations, the selection and announcement of any winner or the distribution of any Monthly Prize. In addition, the Released Parties shall not be liable for any damages caused or alleged to be caused by: (a) any entry, prize or other correspondence or data that is lost, stolen, late, garbled, distorted, delayed, damaged or misdirected for any reason; (b) for any failure, interruption, technical malfunction or delay; (c) any email, MMS message or other communication sent or received to or from the Contest Administrator or any of its agents or designees, for any reason; (d) for any incorrect, untimely or inaccurate information, whether caused by users or by equipment or programming errors associated with or utilized in any part of the Contest; (e) for any technical or human error which may occur in the processing of any entry or entries in the Contest; (f) for problems with the function of any website or website feature (including, without limitation any features thereon), howsoever caused; (g) for the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data, software, online systems, servers or access providers; (h) for any functionality lost due to not having cookies enabled; (i) for traffic congestion on the Internet; (j) for the security or privacy of information transmitted via telephone or computer networks; (k) for breaches of privacy due to interference by third party "hackers" or for any damage caused to or incurred by any entrant or any other person by reason of any such event or occurrence; or (l) for printing errors appearing in these Rules and Regulations or related Contest materials. The Contest Administrator may terminate or withdraw the Contest without liability, at any time, at its sole discretion.
10. **SUBJECT TO APPLICABLE LAWS:** The Contest is subject to all applicable federal, provincial, municipal and local laws. The Contest Administrator reserves the right to modify or terminate the Contest, or any portion thereof, at any time without notice to participants. The Contest is VOID WHERE PROHIBITED BY LAW.
11. **PRIVACY STATEMENT:** By entering any part of the Contest, you consent to the Contest Administrator, on behalf of BPI, collecting, using and disclosing personal information provided by you in accordance with BPI's privacy policy. Such personal information will be used by Contest Administrator for administering the Contest, and will be used by BPI for any purposes permitted by BPI's privacy policy.
12. **GENERAL:** No correspondence will be entered into except with the potential winners. All entries become the property of the Contest Administrator. By participating in the Contest, entrants agree to be bound by these Rules and Regulations and the decisions of the Contest Administrator. By entering the Contest all entrants, should they win, agree to the use of their name, address (city only), photo, and/or image on videotape for publicity and promotional purposes without further notice, permission or compensation. The Contest Administrator reserves the right to disqualify any individual whom it finds in violation of these Rules and Regulations or tampering with the entry process. The Contest Administrator reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any

attempt by anyone to deliberately undermine the legitimate operation of the Contest is in violation of criminal and civil laws and the Contest Administrator and BPI reserve the right to seek damages or other legal remedy to the fullest extent permitted by law.

13. **RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the Régie des alcools, des courses et des jeux 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.