

## SWISS CHALET'S FESTIVE SCRATCH & WIN CONTEST 2023

### FULL RULES & REGULATIONS

**1. PROMOTION PERIOD:** The Swiss Chalet Festive Scratch & Win Contest (the “**Promotion**”) starts at 12:00:01 a.m. Eastern Time (ET) on Wednesday, November 1, 2023 and is scheduled to end at 11:59:59 p.m. ET on Monday, January 1, 2024 or whenever official game cards are exhausted, whichever occurs first (the “**Promotion Period**”).

**2. ELIGIBILITY:** Promotion is open to legal residents of Canada (excluding residents of the provinces of British Columbia, Québec and Saskatchewan), except employees (including employees of franchisees of Swiss Chalet Restaurants, Swiss Chalet Plus Restaurants, Swiss Chalet Express Restaurants, Swiss Chalet/Harvey’s Combination Restaurants and Harvey’s Serving Swiss Chalet Restaurants), representatives and agents (and those with whom such persons are domiciled, whether related or not) of Swiss Chalet (including Swiss Chalet Plus Restaurants, Swiss Chalet Express Restaurants, Swiss Chalet/Harvey’s Combination Restaurants and Harvey’s Serving Swiss Chalet Restaurants), a division of Recipe Unlimited Corporation (the “**Sponsor**”), its subsidiaries, affiliates, franchisees and related companies, as well as Home Office Associates of Sponsor’s restaurant brands, their respective advertising and promotion agencies and suppliers and any other entity involved in the development, production, implementation, administration or fulfillment of the Promotion (collectively, the “**Promotion Parties**”). Subject to the above restrictions, franchisees and their employees of any of the Kelseys, Montana’s, Harvey’s, East Side Mario’s, New York Fries, St-Hubert, Original Joe’s, Elephant & Castle, The Burger’s Priest, Blanco Cantina and State & Main brands and Associates of Kelseys, Montana’s, Harvey’s, The Keg, The Pickle Barrel, The Burger’s Priest, East Side Mario’s, Bier Markt, New York Fries, St-Hubert, Original Joe’s, Elephant & Castle, State & Main, Blanco Cantina, Marigolds & Onions and the Landing Group shall be eligible to participate in the Promotion.

**3. METHOD OF ENTRY:** No purchase necessary. During the Promotion Period, eligible consumers will automatically receive one (1) scratch & win game card (the “**Game Card(s)**”), while supplies last, with each purchase (either in-store, drive thru, via delivery or take-out) at a participating Swiss Chalet of a Festive entrée. Specifically, eligible consumers will receive: one (1) Game Card with each purchase of a Festive Special, Festive Special Double Leg, Festive Special Half Chicken, Festive Chicken & 1/3 Rack Rib Combo, Festive Chicken & Half Rack Combo, Festive Chicken On a Bun, Festive Hot Chicken Sandwich; and four (4) Game Cards with each purchase of a Festive Family Feast (the “**Eligible Purchase(s)**”).

Each Game Card contains a “scratch & win” area that the eligible consumer must completely scratch off to reveal whether or not they are eligible to win the corresponding prize indicated. A winning scratch & win area on the Game Card will reveal the following message “**WINNER†! Prize description**”. A winning scratch & win area message will describe the prize available to be won, subject to verification and compliance with these Official Promotion Rules (the “**Rules**”).

**4. NO PURCHASE NECESSARY ENTRY:** To obtain one (1) Game Card without making a purchase, while supplies last, handwrite a 50 word or more unique and original essay about your favourite holiday memory at Swiss Chalet. Mail the original copy of the essay to: “Swiss Chalet’s Festive Scratch & Win Contest”, RECIPE Unlimited Corporation, 199 Four Valley Drive, Vaughan, Ontario L4K 0B8, Attention: Swiss Chalet Marketing Department. All mail-in no purchase necessary requests must be post-marked during the Promotion Period and received no later than January 1, 2024. Sponsor will send you one (1) randomly selected Game Card, while supplies last, per unique and original handwritten essay, per envelope with sufficient postage. All requests must be received separately in an envelope bearing sufficient postage (i.e. multiple mail-in no purchase necessary requests in the same envelope will be void) and must include a self-addressed pre-paid envelope with sufficient return postage. The Releasees (defined below) take no responsibility for any lost, stolen, delayed, damaged, misdirected, late or destroyed mail-in no purchase necessary requests (all of which are void).

**5. GAME CARDS:** At the start of the Promotion, there will be 2,000,003 Game Cards available. These Game Cards will be available for distribution through January 1, 2024 or while supplies last (whichever occurs first). Game Cards obtained through unauthorized sources or which are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way are automatically void. Submission of the Game Card is the sole responsibility of the individual seeking verification. No Game Card copies, duplicates or reproductions of any type will be eligible for the Promotion. The Releasees (defined below) are not responsible for any lost or stolen Game Cards (all of which are void). Swiss Chalet store owners, operators or employees are not allowed to submit a Game Card for the Grand Prize (defined below) on behalf of a potential winner.

**6. PRIZES AVAILABLE TO BE WON:**

**GRAND PRIZE:**

There are three (3) Grand Prizes of \$5,000 CDN each from the Sponsor payable in the form of cash or cheque to the declared winners (or, their parent or legal guardian in the instance where the eligible winner is under the legal age of majority in their jurisdiction of residence) (each a “**Grand Prize**”).

**FOOD PRIZES:**

The following food prizes cannot be combined with any other offer. Valid only at any subsequent visit between January 2, 2024 and March 3, 2024 with the purchase of an adult entrée. If dining in, please present original winning Game Card before ordering. If redeeming by phone, please provide winning code contained on the original winning Game Card before ordering. For online orders, click “Add coupon” and enter the winning code. Follow the prompts to complete your order. For delivery and take out orders, you must surrender winning Game Card to the delivery or take-out counter Associate. Free Quarter Chicken Dinner not valid for delivery. Delivery fees may apply. No cash value. May not be combined with any other offer(s) or promotion. Only one scratch card redeemable per visit. Valid at participating locations only. Food prizes expire March 3, 2024.

- (a) Five hundred and seventy-five thousand (575,000) Cup of Soup prizes consisting of one (1) Cup of Soup. Approximate retail value is \$5.99 each.
- (b) Three hundred thousand (300,000) Cheese Perogies prizes consisting of one (1) order of Cheese Perogies. Approximate retail value is \$8.99 each.
- (c) Three hundred thousand (300,000) Starter Garden Salad prizes consisting of one (1) Starter Garden Salad. Approximate retail value is \$6.99 each.
- (d) Three hundred thousand (300,000) Starter Caesar Salad prizes consisting of one (1) Starter Kale Caesar Salad. Approximate retail value is \$6.99 each.
- (e) Twelve thousand five hundred (12,500) Quarter Chicken Dinner prizes consisting of one (1) Quarter Chicken Dinner. Approximate retail value is \$14.99 each.
- (f) Twelve thousand five hundred (12,500) Buy One Get One 50% Off Quarter Chicken Dinner prizes. Approximate retail value is \$7.99.

Food prizes must be accepted as awarded and are not transferable or convertible to cash. There is no limit to the number of food prizes eligible to be won per household/person.

**FOR ALL PRIZES:** No substitutions except at Sponsor’s option. Sponsor reserves the right to substitute any prize or a component thereof with one of equal or greater value.

## 7. ODDS OF WINNING:

Prize	Approximate Retail Value	Number of Prizes Available (at start of Promotion)	Approximate Odds of Winning (at start of Promotion)
Cup of Soup	\$5.99	575,000	1 in 3.5
Cheese Perogies	\$8.99	300,000	1 in 6.7
Starter Garden Salad	\$6.99	300,000	1 in 6.7
Starter Caesar Salad	\$6.99	300,000	1 in 6.7
Pull-Apart Garlic Cheese Loaf	\$8.99	300,000	1 in 6.7
Chicken Spring Rolls	\$8.99	200,000	1 in 10
¼ Chicken Dinner	\$14.99	12,500	1 in 160
BOGO 50% Off ¼ Chicken Dinner	\$7.99	12,500	1 in 160
\$5,000 CDN	\$5,000	3	1 in 666,668

**NOTE:** The odds of obtaining an eligible ‘WINNER†’ Game Card will vary by location in Canada based on Game Card distribution by Sponsor and will change throughout the Promotion Period as Game Cards are distributed across Canada at participating Swiss Chalet locations. The total number of prizes available to be won will decrease as Game Cards are distributed and prizes are claimed.

**8. PRIZE DISTRIBUTION:** There will be no regional distribution of prizes in this Promotion. Actual allocation of Game Cards may vary depending on Game Card consumption and replenishment by Sponsor.

**9. PRIZE LABEL PRINTING:** The printing on the scratch & win area of the Game Card for various prizes will be printed as follows: “WINNER†! Free Cup of Soup”; “WINNER†! Free Cheese Perogies”; “WINNER†! Free Starter Garden Salad”; “WINNER†! Free Starter Kale Caesar Salad”; “WINNER†! Free Pull-Apart Garlic Cheese Loaf”; “WINNER†! Free Chicken Spring Rolls”; “WINNER†! Free ¼ Chicken Dinner”; and “WINNER†! \$25,000 Cash Prize”.

**10. HOW TO CLAIM FOOD PRIZES:** If you are eligible to win a Free Cup of Soup, Free Cheese Perogies, a Free Starter Garden Salad, a Free Starter Kale Caesar Salad, Free Pull-Apart Garlic Cheese Loaf, Free Chicken Spring Rolls or Free ¼ Chicken Dinner, before being declared a winner, eligible food prize claimants must first correctly answer a mathematical skill-testing question as identified on the back of the Game Card without assistance of any kind, whether mechanical or otherwise and present it to a participating Swiss Chalet restaurant for verification. If an eligible winning entrant: (i) fails to correctly answer the skill-testing question; and/or (ii) cannot accept the applicable prize for any reason; then they will forfeit the applicable prize and the Game Card will be deemed null and void and corresponding prize will not be awarded.

Food prize claimant must be a resident of Canada (excluding British Columbia, Quebec and Saskatchewan) and must otherwise meet the eligibility requirements noted above in Rule 2. To be eligible to claim a food prize, the food prize claimant must have reached the legal age of majority in the jurisdiction of residence or in the event that a person under the legal age of majority receives an eligible Game Card, they are permitted to transfer the Game Card to their parent or legal guardian, who will then become the eligible entrant. **ALL FOOD PRIZE CLAIMS MUST BE RECEIVED BY NO LATER THAN MARCH 3, 2024 TO BE ELIGIBLE.**

**PLEASE NOTE:** A winning food prize Game Card may be redeemed for any subsequent visit between January 2, 2024 to March 3, 2024. No cash alternative will be made available. A food prize claim may not be used in conjunction with any other deal, combo or offer. All food prize claims must be received by the end of the business day on or before March 3, 2024. Claims received after March 3, 2024 are null and void and ineligible for prizes. Unclaimed prizes will not be awarded. Limit one (1) prize claim per person, per visit.

**11. HOW TO CLAIM GRAND PRIZE:** In order to claim the Grand Prize you must: (i) correctly answer the mathematical skill-testing question on the back of the Game Card without assistance of any kind, whether mechanical or otherwise; and (ii) see in-store or go online to [www.swisschaletcontest.com](http://www.swisschaletcontest.com) to obtain the Declaration and Release Form, which (among other things): (a) confirms compliance with these Rules and acceptance of the Grand Prize as awarded; and (b) releases the Promotion Parties and each of their respective officers, directors, owners, partners, employees, agents, representatives, successors and assigns (collectively, the **Releasees**) from any liability in connection with this Promotion, their participation therein and/or the awarding and use/misuse of the Grand Prize or any portion thereof. Mail your completed Declaration and Release Form along with your original winning Game Card to: "Swiss Chalet's Festive Scratch & Win Contest", Recipe Unlimited Corporation, 199 Four Valley Drive, Vaughan, Ontario L4K 0B8, Attention: Swiss Chalet Marketing Department. We strongly recommend sending all materials by REGISTERED MAIL, return receipt requested, and keep a copy of the Game Card and Declaration and Release Form for your records. **THE GRAND PRIZE CLAIM MUST BE RECEIVED BY NO LATER THAN March 3, 2024 TO BE ELIGIBLE.** Once your completed Declaration and Release Form and original winning Game Card have been received in accordance with these Rules, the Sponsor or its designated representative will send the Grand Prize by registered mail to the address provided on the Declaration and Release Form. If the eligible winning entrant: (i) fails to correctly answer the skill-testing question; (ii) fails to return the properly executed promotion documents within the specified time; and/or (iii) cannot accept the Grand Prize for any reason; then they will forfeit the Grand Prize and the Game Card will be deemed null and void and the Grand Prize will not be awarded.

The Grand Prize claim is subject to verification by the Sponsor and will be declared invalid if it is illegible, forged, falsified, damaged, incomplete, altered or tampered with in any way or does not otherwise conform to or satisfy any condition of these Rules.

The Releasees are not responsible for lost, late, illegible, mutilated, misdirected or post-due rules requests, Game Card requests, or prize claims (all of which are void).

**12. RELEASES, ETC.:** By entering this Promotion, each entrant (and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence) agrees to release and hold harmless the Releasees from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize (or a portion thereof) awarded herein; or 2) participation in this Promotion.

By accepting a prize, each winner (and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence) agrees to the publication, reproduction and/or other use of their name, address, voice, statements about the Promotion and/or photograph or other likeness in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the Internet, without further notice, permission or compensation.

**13. LIMITATIONS OF LIABILITY:** The Releasees will not be liable for: a) any incomplete, incorrect or inaccurate capture of information, whether caused by website users or by any equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of prize claims; b) the theft, destruction or unauthorized access to, or alteration of, prize claims; c) any problems with, or technical malfunctions or, telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; d) any failure of any email or other information to be received, captured or recorded by or from the independent promotion judging organization or any other person or entity for any reason including, but not limited to, traffic congestion on the Internet or at any website or combination thereof, interrupted or unavailable networks; e) damage to a participant's or other person's system or device occasioned by participation or downloading of materials in this Promotion; or f) late, delayed, damaged, misdirected, destroyed, lost, illegible, incomplete, incorrect, fraudulent, stolen, postage-due or wrongly addressed prize claims, all of which will be deemed void.

**14. PERSONAL INFORMATION:** By participating in this Promotion, eligible winners consent to the collection, use and disclosure of their personal information for the purposes of administering the Promotion

in accordance with the 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 Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

Sponsor is collecting personal data about eligible winners only for the purposes of administering this Promotion. No further informational or marketing communications will be received by entrants, unless the entrant provides Sponsor with explicit permission to do so.

**15. RIGHT TO TERMINATE, SUSPEND OR AMEND:** The Sponsor reserves the right to withdraw, suspend or amend this Promotion (or, amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Promotion as contemplated by these 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 Promotion is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. Sponsor reserves the right, at its sole discretion, to disqualify from this Promotion and any future contest, sweepstakes or other promotion conducted by Sponsor, any individual that it finds or believes to be tampering with the prize claim process or the operation of the Promotion; to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to cancel, suspend or amend this Promotion, or to amend these 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 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.

**16. MISCELLANEOUS:** All decisions of the Sponsor, or any contest judging organization as designated by it, are final and binding without right of appeal in all matters relating to this Promotion. All winning Game Cards submitted for prize claim become the property of Sponsor and will not be returned. Promotion is subject to all applicable federal, provincial and municipal laws.

All approximate prize value amounts are shown in Canadian dollars.

If due to printing, on-line, internet, computer or other error of any kind, more prizes are claimed than intended to be awarded according to these Rules, or in the event that due to such error, a valid prize claim is revealed, making the number of valid prize claims greater than the number of prizes available under these Rules, then, in addition to having the right to terminate the Promotion immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid prize claims and/or conduct a random draw from amongst all eligible prize claimants to award the correct number of prizes. In no event will the Sponsor or Releasees be liable for more than the stated number of prizes in these Rules.

The 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 Rules, to the extent necessary, for purposes of verifying compliance by any entrant with these Rules, or as a result of problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

**ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.** The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Promotion; and/or (ii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Promotion in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

The sole determinant of the time for the purposes of this Promotion will be the Sponsor's Official Clock(s).

**17. MINORS:** If any individual under the legal age of majority in their province or territory of residence is eligible to win, then the prize will be awarded to that individual's parent, legal guardian or other legal authorized representative of such person (subject to compliance with these Rules). Further, the eligible minor's parent, legal guardian or other legal authorized representative must sign any and all required documents on behalf of the minor.

**18. INTELLECTUAL PROPERTY:** All intellectual property, including, without limitation, all trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

**19. LANGUAGE DISCREPANCY:** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Promotion-related materials, including, but not limited to, the Game Cards, or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.

**IMPORTANT NOTE: 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 holder of a Game Card. In any such case, the Sponsor reserves the right to take whatever action it deems appropriate based on the circumstances and/or to comply with applicable law.**