

# VAN HOUTTE® 100<sup>TH</sup> CELEBRATE LIKE MASTERS OFFICIAL CONTEST RULES AND REGULATIONS

**IMPORTANT:** PLEASE READ THESE OFFICIAL RULES AND REGULATIONS BEFORE ENTERING THE **VAN HOUTTE CELEBRATE LIKE MASTERS CONTEST** (THE "**CONTEST**"). BY ENTERING THE CONTEST, AN ENTRANT REPRESENTS THAT HE OR SHE SATISFIES ALL OF THE ELIGIBILITY REQUIREMENTS BELOW AND AGREES TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES AND REGULATIONS AND ALL DECISIONS OF THE CONTEST ORGANIZER (defined below) AND THE CONTEST OPERATOR (defined below).

**NO PURCHASE NECESSARY.** By entering this Contest (defined below), entrants agree to abide by these Official Rules and Regulations (the "Official Rules"). The decisions of the Organizer and the independent contest organization with respect to all aspects of the Contest are final and binding without right of appeal. The information you provide will only be used to administer the Contest in accordance with the Organizer's privacy policy.

**1. CONTEST PERIOD**

The Van Houtte® 100<sup>th</sup> Celebrate Like Masters Contest (the "**Contest**") is organized by Keurig Canada Inc. (the "**Contest Organizer**"). The Contest begins on April 1st, 2019 (12:00:00 a.m. ET) and ends August 31, 2019 (11:59:59 p.m. ET) (the "**Contest Period**").

**2. ELIGIBILITY:**

**NO PURCHASE NECESSARY.** The Contest is open to all residents of Canada who have reached the age of majority at the time of Contest entry. Employees, agents and representatives of the Contest Organizers, and their respective affiliated companies, subsidiaries, and affiliated agencies, advertising and promotional agencies, suppliers of prizes, materials and services for the Contest, employees of participating establishments, or any other party directly associated with the holding of the Contest, as well as members of their immediate family, are excluded.

**3. HOW TO ENTER:**

**INTERNET ACCESS REQUIRED.** There are two (2) methods for initiating entry into the Contest as set out below. No other method of entry will be accepted.

- i. To initiate entry via text message, and to complete your entry from a mobile device, you will require a SMS (text message) enabled device with a web browser and access to the Internet. During the Contest Period, text the word **VANHOUTTE100** to number **80808** (standard message & data rates may apply). You will then receive a text message reply from the Organizer containing a link that will direct you to [www.vanhoutte.com/contest](http://www.vanhoutte.com/contest) (the "**Contest Site**"). At the Contest Site, you'll be required to complete the online contest entry form (the "**Contest Form**"), including your full name, phone number and a valid email address, as well as agree to let the Organizer or the Contest Parties contact you via text message, email and/or phone for prize fulfillment purposes.
- ii. Alternatively, you can visit the Contest Site directly by typing the website address [www.vanhoutte.com/contest](http://www.vanhoutte.com/contest) into your computer or mobile device browser. At the Contest Site, you'll be required to complete the **Contest Form**, including your full name, phone number and a valid email address, as well as agree to let the Organizer or the Contest Parties contact you via text message, email and/or phone for prize fulfillment purposes.

**Limit:** Regardless of entry method, entrants may qualify to receive one (1) entry per person/per phone, per day over the Contest Period.

Submission of Contest Form must be completed by August 31, 2019 (11:59:59 p.m. ET), to qualify for entry into the Grand Prize Draw. If you choose to use a wireless device, standard message and data rates may apply. Please check with your mobile service provider to determine your standard text messaging fees, as related to 'short code' messaging.

In the event of a dispute as to who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the phone and/or email address at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to a cellular telephone number/email account (as applicable) by a service provider. Selected entrants may be required to provide Organizer with proof that he/she is the authorized account holder of the phone and/or email address associated with the selected entry.

**4. GRAND PRIZE DRAW:**

A random software drawing will be held on September 16, 2019, (the "**Draw Date**") by at approximately 11:00 AM (ET) at 416 Centre Street South, Whitby, ON from among all eligible entries received during the Contest Period to determine the one (1) Grand Prize winner ("Selected Entrant"). The date on which the Grand Prize will be awarded will be determined with the Selected Entrant between the months of October and December 2019. Odds of being drawn as a Selected Entrant depends on the total number of eligible entries during the Contest Period.

The Selected Entrant(s) will be contacted by text message, email, or telephone within two (2) business days of the Draw Date. If a Selected Entrant: (a) cannot be reached by text message, email, or telephone within five (5) business days of the first attempt; (b) fails to correctly answer the skill-testing question (see rule 6); (c) fails to acknowledge the properly executed Release Form within the specified time (see rule 6); and/or (d) is otherwise deemed by the Organizer to be in violation of these Official Rules; then he/she will be disqualified, will forfeit any and all rights to the Grand Prize and the Organizer reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible entries received in accordance with these Official Rules, who will be subject to disqualification in the same manner. The Organizer will not be responsible for failed attempts to contact a Selected Entrant.

**5. GRAND PRIZE**

There is one (1) Grand Prize (the "**Prize**") available to be won consisting of one (1) in home dinner for the confirmed Contest Winner and five (5) of his/her chosen guests (the "Guests") prepared at his/her home by a chef selected by the Contest Organizer. The meal to be awarded will be determined by the chef in collaboration with Contest Organizers. The Grand Prize includes (i) an evening meal (dinner) prepared for six (6) total guests, prepared and cooked in the winner's home kitchen, (ii), all ingredients required for meal, (v) non-alcoholic refreshments for meal, (vi) clean-up of winner's residence to return it to before visit condition.

ARV: \$5,000

**Prizes must be accepted as awarded without substitution, are not transferable, not for resale and have no cash surrender value, except where required by law.** The Organizer reserves the right, in the event that a Prize cannot be awarded as described or for any other reason, to substitute another prize of equal or greater retail value, without liability.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and

acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from neither the Organizer nor any of the Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

**If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Official Rules, then, in addition to having the right to terminate the Contest immediately, the Organizer 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 whatsoever will the Organizer or any of the Released Parties be liable for more than the number, type and value of Prizes as stated in these Official Rules.**

**6. CLAIM CONDITIONS:**

To be declared a confirmed winner of a Grand Prize, each Selected Entrant must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill- testing question. The Selected Entrant and all 5 of their guests will also be required to acknowledge and return the Organizer's Declaration and Release Form (the "**Release Form**"), which, among other things: (i) confirms compliance with the Official Rules; (ii) acknowledges acceptance of the Prize as awarded, without substitution; (iii) releases the Organizer, the Contest Parties and their respective shareholders, directors, officers, employees, agents, representatives, governors, successors and assigns (collectively, the "Released Parties") from any liability in connection with the Prize or any portion thereof or this Contest; and (iv) agrees to the use of his/her likeness, names, address (city and province/territory only), voices, video and/or photograph without further notice or remuneration, in connection with any publicity/advertising/trade purposes carried out by or on behalf of the Organizer with respect to the Contest. The Release Form will be made available to each Selected Entrant in electronic format (online) and must be acknowledged within the time period, 5 business days, specified on the Release Form or the Prize will be forfeited in its entirety and nothing will be substituted in its place. Guests of the Selected Entrant will also need to submit a Release Form within the prescribed delay of 5 days. Any Guest that is under the age of majority at the time of the Contest will need to have the Release Form acknowledged by their Parents or legal Guardian. Upon correctly answering the skill testing question and receipt of the duly completed Release Form by a representative of the Organizer, the Prize fulfillment will be confirmed with the winner within approximately six (6) to eight (8) weeks.

**7. GENERAL TERMS AND CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Organizers with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE CONTEST ORGANIZERS TO BE IN VIOLATION OF THE CONTEST ORGANIZERS' INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST ORGANIZER AT ANY TIME. The Contest Organizer reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Official Rules. The Contest Organizer reserves the right to refuse an entry from any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Contest Organizer may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's entries.

The Contest Organizers are under no obligation to communicate with Contest participants, except for potential Winners or selected participants.

The Contest Organizers are not responsible for any losses, damages or claims arising from the Prizes awarded or the Contest. By entering the Contest, the participant releases and disclaims from all liability the Contest Organizers, their affiliates and related companies, their advertising and promotional agencies and their respective agents, officers, shareholders, employees, successors and assigns (collectively, the “**Contest Parties**”) for injuries, losses or damages of any kind arising out of the Contest or the acceptance, possession, use or misuse of the Prize won.

Without limiting the disclaimers herein, and for the sake of clarity, the Contest Organizers do not assume any responsibility for: (a) any inaccurate or incorrect information caused by any equipment or programming associated with the Contest or any technical or human error that occurs in the Contest application or claim process; (b) any communication problem, theft, destruction, alteration or unauthorized access to entries; (c) any technical problem or failure of telephone networks or lines, online computer systems, servers, access providers, computer hardware and software, or email failure due to technical problems or high Internet traffic or any website, or any combination thereof; and (d) any damage caused to the participant’s or any other person’s computer as a result of downloading any Contest materials. If the Contest cannot be held as planned for any reason, including computer viruses, bugs, sabotage, unauthorized interference, fraud, technical malfunctions or for any other reason whatsoever beyond the control of the Contest Organizers, which may compromise or affect the administration, security or proper operation of the Contest, the Contest Organizers reserve the right, in its discretion, to terminate the Contest or postpone it, in whole or in part, without notice, or to modify it in any way, subject only to the required consent of the *Régie des alcools, des courses et des jeux* (the “**Régie**”) in Quebec.

The Contest Organizers may, in its sole discretion, exclude any person from this Contest and from any of the Contest Organizers’ future promotions with or without notice if, in its sole discretion, the Contest Organizers determine that this person is engaged in fraudulent, potentially fraudulent or unusual or non-compliant activities, or in any activity contrary to these Official Rules or generally incompatible with the intended operation of the Contest, or if this person acts with the intent to annoy, abuse, threaten or harass the Contest Organizers, its agencies, other participants or any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR AFFECT THE LEGAL OPERATION OF THIS CONTEST IS CONTRARY TO CRIMINAL AND CIVIL LAWS AND, IF APPLICABLE, THE CONTEST ORGANIZERS RESERVE THE RIGHT TO SEEK REPAIRS AND CLAIM ANY DAMAGES PROVIDED FOR BY THE LAW, INCLUDING INITIATING CRIMINAL PROCEEDINGS.

Should there ever be a discrepancy or inconsistency between the Official Rules and any other Contest-related materials, including, but not limited to, advertisements, point-of-purchase materials and equipment, and packaging of the product, if applicable, these Official Rules will prevail. Should there ever be a discrepancy or inconsistency between the English version and the French version of the Official Rules, or any other statement related to the Contest, the English version will prevail.

By entering this Contest and being declared a winner, you and your five (5) guests consent to the Contest Organizers’ use of your name, place of residence, statements and other personal information for publicity for information purposes in any media or format (including on the Internet), now known or hereafter developed, in perpetuity, regarding this Contest or any similar Contest in the future.

The invalidity or inability to apply any provision of these Official Rules will not affect the validity or application of any other provision. If a provision is determined to be invalid, unenforceable or unlawful, these Official Rules remain in effect and must be interpreted in accordance with its terms as if the invalid or illegal provision were not contained herein.

**Residents of Quebec:** Any dispute regarding the operation or organization of a publicity Contest may be submitted to the *Régie* for a ruling. A dispute regarding the awarding of a prize may be submitted to the *Régie* only to attempt to resolve it. Any decision made by the Contest Organizers that affects the operation of this Contest is subject to the approval of the *Régie*.

Any request or claim that is illegible, incomplete, altered or contains false information is invalid. The Contest Organizers are not responsible for lost, stolen, delayed, damaged or misdirected requests or claims. The Contest Organizers accept no responsibility for errors or omissions in the printing or publicity for the Contest, in its sole discretion and subject to the approval of the *Régie* for residents of Quebec, and reserves the right to modify, cancel or postpone this Contest or these Official Rules, in whole or in part, without prior notice or compensation, in the event of printing or administration errors.

The Contest Organizer reserves the right, subject only to the approval of the *Régie* in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Contest Organizers, for purposes of verifying compliance by any entrant, entry and/or other information or materials with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Organizer, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Rules, or for any other reason.

The Contest Organizer reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Organizer – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Organizer deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Contest Organizer within the timeline specified by the Contest Organizer may result in disqualification in the sole and absolute discretion of the Contest Organizer. The sole determinant of the time for the purposes of this Contest will be the Contest Organizer's official time-keeping device(s).