

## **RULES & REGULATIONS**

**This contest is open to residents of Canada only and is Governed by Canadian laws.**

### **1. KEY DATES:**

The Zap it with Tabasco® Contest (the "**Contest**") is brought to you by Tabasco Canada represented nationally by ID Foods Corporation, and Danby Appliances (the "**Sponsors**") and begins on August 17<sup>th</sup>, 2020 at 12:00 a.m. Easter Standard Time ("**Est**") and ends on September 11<sup>th</sup>, 2020 at 11:59 p.m. Est (the "**Contest Period**").

### **2. ELIGIBILITY:**

The Contest is open only to residents of Canada who have reached the legal age of majority at the time of entry: except employees, representatives, agents, officers or directors (and those with whom such persons are living, whether related or not) of the Sponsors, its subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively with the Sponsors, the "**Contest Parties**").

### **3. AGREEMENT TO BE LEGALLY BOUND BY THE RULES:**

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the "**Rules**").

### **4. HOW TO PARTICIPATE:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OR WINNING IN THIS CONTEST.

Online access and a Facebook or Instagram account are required in order to participate. To enter, participant must prepare a meal using a microwave (either a main dish, appetizer, dessert or snack) and submit the photo in one of two social media platforms:

1. Instagram  
Post a photo or video of the dish using the hashtag #ZapitwithTabasco. The photo or video must be posted with public settings through the participant's Facebook or Instagram account.

## 2. Facebook

Submit photo or video entry via direct message to the Tabasco Canada Facebook page.

Each photo and video shared via a public post from an Eligible Participant's single account during the Contest Period will count as one Contest entry (an "Eligible Entry"). Eligible Participants who fail to properly include or spell the hashtag accurately will not qualify their post as an Eligible Entry. Photos can only be used once. Duplicate entries, or near duplicate entries, will result in disqualification from the Contest, in the Sponsor's sole discretion. Multiple posts of the same entry will not be accepted.

Eligible Participants must provide Eligible Entries using a single account and Eligible Participants found to be using multiple accounts will be considered ineligible and disqualified from the Contest. Automated posts sent via a bot will be disqualified. Automated and/or repetitive electronic submissions (including but not limited to entries made using any script, macro, bot or Contest service) will be automatically disqualified and transmissions from these or related accounts may be blocked. Participants acknowledge the non-responsibility of Facebook, Inc. and Instagram, LLC, its officers, directors, employees and agents with regards to all aspects of the Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with either Facebook, Inc., or Instagram, LLC. Participants understand that all Contest information is provided to the Sponsor and not to Facebook, Inc. or Instagram, LLC.

If the identity of an entrant is disputed, the authorized account holder of the e-mail address associated with the applicable social media account submitted at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid Instagram or Facebook account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s).

You must be the owner of any content which you submit in connection with the Contest, and you hereby represent and warrant that the posting and use of your entry/entries does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights.

Submission materials must not: (a) contain defamatory words/statements (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group); (b) threaten any person, place, business, or group; (c) disparage persons or organizations associated with the Sponsors; (d) invade privacy or other rights of any person, firm, or entity; (e) contain/reference (as applicable) material that is in any way unlawful, in violation of or contrary to all applicable federal, provincial or municipal laws and regulations where the submission is created; (f) contain/reference (as applicable) material that is inappropriate, indecent (including but not limited to nudity or pornography), profane, obscene, hateful, tortuous, slanderous or libelous; and (g) contain/reference (as applicable) any persons or organizations without their prior express written permission (collectively the "Submission Conditions").

Where applicable, the entry materials must be created in a safe and lawful manner. The Sponsors reserves the right, in their sole discretion, to (a) revise submission materials, or request the entrants to revise and resubmit the submission materials in order to make such submission materials compliant with these Submission Conditions, (b) remove any submission materials which are deemed inappropriate according to the Sponsor; and (c) disqualify any individual who is found: (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Rules; or (iii) to be acting in an un-sportsmanlike or disruptive manner; (iv) to be in violation of any of the Submission Conditions specified above; or (iv) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Sponsors' sole discretion.

The odds of winning will depend on the total number of eligible entries received during the Contest Period.

## **5. GRAND PRIZES:**

There is a total of fifteen (15) Grand Prizes (each, a "**Grand Prize**" and collectively, the "**Grand Prizes**") that will be selected at random amongst all entries received during the Contest Period. Each Grand Prize consists of a microwave appliance by Danby Appliances and a selection of Tabasco® sauces. Each prize bundle is valued at \$165. **There is a limit of one (1) Grand Prize per household.** Grand Prizes are non-transferable, non saleable and cannot be converted to cash.

In the event that a Contest Winner is unable to redeem any or all of the Grand Prize components, no compensation or substitute prize will be provided.

## 6. GRAND PRIZE CLAIM PROCESS:

Sponsors will select in a random drawing fifteen (15) Grand Prize winners three days after the contest officially ends in Toronto, Ontario. The Sponsors will attempt to contact the potential winners by telephone or email. If the selected entrant cannot be reached within three (3) business days after the date of the draw or after three (3) attempts to contact, whichever comes first, the selected entrant will have been deemed to forfeit his/her prize and the Sponsors shall have the right to choose another entrant from the remaining eligible entries. This process shall continue until all the Grand Prizes have been successfully awarded.

## 7. GRAND PRIZE WINNER CONFIRMATION PROCESS:

Before being confirmed as Grand Prize winners, each eligible Grand Prize winners will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsors, be administrated online, by email or other electronic means, by telephone, or in the Sponsors' form of declaration and release); and (b) sign and return with seven (7) business days of notification the Sponsors' declaration and release form, which (among other things) includes: (i) confirmation of compliance with these Rules; (ii) acknowledgement of acceptance of the Grand Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Grand Prize; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city, voice, statements about the Contest, essay, and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsors in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible Grand Prize winner: (a) fails to show their proof of purchase of both eggs and Tabasco or their essay; (b) correctly answer the skill-testing question; (c) fails to properly execute and return Contest documents within the specified time; (d) cannot accept (or is unwilling to accept) the applicable Grand Prize (as awarded) for any reason; and/or (e) is determined to be in violation of these Rules (all as determined by the Sponsors in their sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Grand Prize). **Any Grand Prize(s) that are not or cannot be awarded in accordance with these Rules will be null and void and will not be awarded.**

## 8. General Conditions:

The Sponsors shall not be liable for lost, late, incomplete, misdirected, not received or illegible entries. By entering this Contest, Entrants accept and agree to be bound by these Contest Rules and the decisions of the Sponsors and

independent judging organization, if any, are final, binding and conclusive on all matters relating to this Contest. All entries become the property of the Sponsors, none will be returned, and no correspondence will be entered into except with selected Entrants who will be notified by telephone or e-mail. The Sponsors reserve the right to disqualify any Entrants who fail to follow these official rules and regulations or who make any misrepresentation relating to the Contest, drawing and redemption of the Grand Prize. Decisions of the Sponsors are final with respect to all aspects of this Contest.

The Sponsors shall not be responsible for any failure of the website or any wireless network failure during the Contest or for any problems or technical malfunction of a telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail, on-line, or Internet entry to be received by the Sponsors. In addition, the Sponsors shall not be responsible for technical problems, traffic congestion on the Internet or at any website or wireless network, or any combination thereof including any injury or damage to an entrant's or any other person's computer, mobile phone or property related to or resulting from participating or downloading any material in relation with this Contest.

If it is discovered by the Sponsors (using any evidence or other information made available to or otherwise discovered by the Sponsors) that any person has attempted to: (i) use any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsors' interpretation of the letter and spirit of these Rules to enter or otherwise participate in order to disrupt this Contest; (ii) submit or attempt to submit an eligible receipt that has been falsified, manipulated or otherwise altered in any way (all as determined by the Sponsors); then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsors.

The Sponsors reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – 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 an entry or information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsors deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsors' interpretation of the letter and spirit of these Rules. Further, the Sponsors reserves the right to request the original receipt for the purposes of verification. Failure to provide such proof (including, if required, providing the original cashier receipt showing the purchase of eggs and Tabasco) to the complete satisfaction of the Sponsors within the timeline specified by the Sponsors may result in disqualification in the sole and absolute discretion of the

Sponsors. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsors. Proof of transmission (screenshots or captures etc.) or attempted transmission of any communication, does not constitute proof of delivery or receipt by the Sponsors.

The Sponsors reserve the right, at their sole discretion to cancel or suspend this Contest, or adjust any times or dates set out in these Rules, to the extent necessary, in the case of technical problems, a virus, bug or any other occurrence beyond the reasonable control of Sponsors that may corrupt or affect the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, the Sponsors reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification and will be declared invalid if they are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

The Sponsors shall not be responsible in any way for the use of or bear any liability whatsoever in any way attributable to, the Grand Prize awarded in this Contest or the events forming part of this Contest.

In the event of any discrepancy or inconsistency between these Contest rules and any other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The sole determinant of the time for the purposes of a valid entry in this Contest will be the Contest server machine(s).

Copies of these rules and regulations are available upon request by sending a stamped self-addressed envelope to:

**Zap it with Tabasco**  
**258 Wallace ave**  
**Suite 208**  
**Toronto, Ontario**  
**M6P 3M9**

## **9. PRIZE CONDITIONS:**

Each Grand Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by the Sponsors in its sole and absolute discretion). No substitutions are permitted, except at the Sponsors' option. Sponsors reserves the right, in its sole and absolute discretion, to

substitute any Prize or a component thereof with a prize of equal or greater retail value. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any 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 either Sponsors or any of the other 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 Sponsors and all the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

This contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsors with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSORS TO BE IN VIOLATION OF THE SPONSORS' INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSORS AT ANY TIME. The Sponsors reserve the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsors reserves the right to refuse participation by 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 Sponsors may disqualify any person who acts in any manner to threaten or abuse or harass any other person.

**10. Privacy:**

By entering this Contest, each participant expressly consents to the Sponsors and its agents storing, sharing and using his/her personal information for the purposes of administering the contest and as set out herein.

**11. Governing Law:**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest rules shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable therein.