



## OFFICIAL RULES

The WORKS "OHHHH CANADA" Contest (the "Contest")

**This promotion is intended for viewing and participation in Ontario, Canada only and shall be construed and evaluated according to the laws of Canada. Please do not proceed if you are not a legal resident of Canada at the time of entry.**

1. The sponsor of this contest is The WORKS Gourmet Burger Bistro, Inc. (the "Contest Sponsor").
2. **CONTEST PERIOD:** Starts approximately June 26, 2017 at 00:12:01 AM (EST) and ends September 24, 2017 at 23:59:59 (EST) (the "Contest Period"), after which time no further entries will be accepted.
3. **ELIGIBILITY.** The Contest is open to residents of Ontario, Canada, excluding minors (must be age of majority in the province of Ontario) - except employees, representatives and agents of the Contest Sponsor, and each of their affiliates and if applicable, their respective advertising or promotion agencies, franchisees, contest judges, contest prize suppliers, any other companies engaged in the development, production, or distribution of materials for this Contest, and members of the immediate families of, or persons domiciled with, any of the above. This contest is not open to residents of Quebec.
4. **HOW TO ENTER:** To enter, visit any WORKS restaurant location and purchase any "OHHHH CANADA" menu item (The Tragically Maple Burger, Schmoke & a Burger, Elk on a Beech Burger, Take Our Curd for it Appetizer, Even S'more to Love Shake). With each purchase of these menu items, a ballot will be provided (one ballot per menu item). Limit of 3 entries per day per person.
5. **NO PURCHASE NECESSARY.** To enter without purchase, send an original email (minimum 100 words) describing what you love most about The WORKS Gourmet Burger Bistro, along with your first and last name, complete address including postal code and daytime telephone number with area code and email it to: katen@worksburger.com. Duplicated submissions will not be accepted. Limit of one (1) no purchase email entry request per day per person per e-mail address. Each emailed entry will be date/time stamped on arrival for entry in the "Contest". No purchase entries must be received no later than 23:59:59 PM (EST) on September 24, 2017, in order to be considered an eligible entry in the Contest. Void where prohibited by law.
6. **GRAND PRIZE:** There is one (1) Grand Prize available to be won in Ontario, Canada during the Contest Period. The grand prize consists of a \$2,000 Via Rail gift card, \$250 Visa gift card and \$250 WORKS gift card. Total Approximate Retail Value: \$2500. A grand prize as described is subject to availability, may not be exchanged for cash, is non-transferable, non-refundable, and must be accepted as awarded, without substitutions. At their election, and in the event a grand prize, or

any portion thereof, cannot be awarded as described in these Official Rules for any reason, the Contest Sponsors reserve the right to substitute (a) prize(s) of equivalent or greater retail value.

#### **CONTEST DRAW:**

**GRAND PRIZE:** One (1) random draw will take place at the Head Office of The WORKS Gourmet Burger Bistro, on October 9, 2017 at 10:00:00.

The odds of winning a grand prize are solely dependent on the total number of eligible entries received during the applicable entry period. No responsibility is assumed by the Contest Sponsors for any inability for a potential entrant to successfully enter the Contest or draw for any reason. The Contest Sponsor (as defined herein) is not responsible for late, lost, stolen, damaged, misdirected, mutilated, garbled, illegible or incomplete entries.

7. **PRIZE AWARDS.** The selected entrant will be notified by e-mail and instructed how to claim his/her prize. To be declared a winner, the selected entrant drawn must have correctly answered the required mathematical skill-testing question on the prize fulfillment form, and must sign a form of Declaration of Compliance and Release, and otherwise comply with the official contest rules. Awarding of a prize is subject to verification and compliance with the official contest rules. Entrants who have not complied with the official contest rules will be disqualified. If a selected entrant cannot be located or does not respond within 48 hours of notification, the entrant will be disqualified and forfeits the prize and the Contest Sponsor may, at its sole and absolute discretion, select by random draw another eligible entrant whom the Contest Sponsor or its representatives will attempt to contact, and who will be subject to disqualification, in the same manner.
8. **ELIGIBILITY.** The Contest is open to residents of Ontario, Canada and excluding minors (must be of age of majority in the province of Ontario), except employees, representatives and agents of the Contest Sponsor, and participating WORKS locations and each of their affiliates and if applicable, their respective advertising or promotion agencies, franchisees, contest judges, contest prize suppliers, any other companies engaged in the development, production, or distribution of materials for this Contest, and members of the immediate families of, or persons domiciled with, any of the above.
9. **ADDITIONAL CONDITIONS OF PARTICIPATION.** By participating in this Contest, entrant accepts and agrees to these official contest rules and all decisions of the contest judges (who may be employees, agents or independent contractors of Contest Sponsor), which shall be final and legally binding on entrant in all matters relating to this Contest. All entries become the property of the Contest Sponsor and will not be acknowledged or returned. In order to be confirmed a winner and receive a prize, the selected entrant will be required to sign the Contest Sponsor's form of Declaration of Compliance and Release which confirms compliance with these official contest rules and releases the Contest Sponsor, and their respective affiliated companies, agencies, contest prize suppliers and their respective officers, directors, employees and agents from all liability with respect to the entrant's participation in this Contest and the awarding, use or misuse of any prize.

By accepting a prize, the winner agrees to the use of his/her name, comments, photograph, and other likeness for publicity purposes, and grants to the Contest Sponsor any and all rights to such use without further notice or compensation. The Contest Sponsor and its respective affiliates are not responsible for printing, distribution, or production errors. This Contest is subject to all applicable federal, provincial, and municipal laws.

10. **LIMITATION OF LIABILITY.** By entering this Contest, the winner acknowledges and agrees that the Contest Sponsors, their respective affiliates, agencies, contest prize suppliers, and their respective officers, directors, employees and agents (collectively, the "Contest Group"): (i) shall have no liability of any kind whatsoever with respect to this Contest and/or the awarding, use or misuse of any prize, (ii) make no warranty, guaranty or representation of any kind concerning any prize, (iii) disclaim any implied warranty, and (iv) are not liable for injury, loss or damage of any kind resulting from the entrant's acceptance, use or misuse of any prize or otherwise from such entrant's participation in this Contest. The Contest Group is not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, the official rules, the selection and announcement of winners, or the distribution of the prize.
11. **PERSONAL INFORMATION.** Unless entrants otherwise indicate, the personal information gathered about entrants in the course of this Contest will be used solely the Contest Sponsor and by the management of each restaurant location for the administration of the Contest and in connection with any publicity relating to the Contest. Entrants can unsubscribe from communication at any time.



## OFFICIAL SOCIAL MEDIA CONTEST RULES

The WORKS “OHHHH CANADA” Social Media Contest (the “Social Contest”)

1. The sponsor of this contest is The WORKS Gourmet Burger Bistro, Inc. (the “Contest Sponsor”). This contest is not open to residents of Quebec. This Social Contest is in no way affiliated or sponsored by any social media platform used to promote the Social Contest, including but not limited to Facebook, Twitter, Instagram and Snapchat.
2. **SOCIAL CONTEST PERIOD:** Starts approximately June 26, 2017 at 00:12:01 AM (EST) and ends September 24, 2017 at 23:59:59 (EST) (the “Contest Period”), after which time no further entries will be accepted.
3. **ELIGIBILITY.** The Social Contest is open to residents of Ontario, Canada, excluding minors (must be age of majority in the province of Ontario) - except employees, representatives and agents of the Contest Sponsor, and each of their affiliates and if applicable, their respective advertising or promotion agencies, franchisees, contest judges, contest prize suppliers, any other companies engaged in the development, production, or distribution of materials for this Social Contest, and members of the immediate families of, or persons domiciled with, any of the above. This contest is not open to residents of Quebec. This Social Contest is in no way affiliated or sponsored by any social media platform used to promote the Social Contest, including but not limited to Facebook, Twitter, Instagram and Snapchat.
4. **HOW TO ENTER:** To enter, follow the respective guidelines for each respective social post as outlined in the copy of the respective social post. There will be approximately 39 social posts per social media platform that will outline eligibility for entry, each one identifying the entry guidelines for that specific post. Limit one entry per person per social platform per day. No purchase is necessary to enter the contest.
5. **PRIZING:** There are 150 prizes of 1 individual burger voucher available to be won in Ontario, Canada during the Social Contest Period. Each burger voucher is valued at approximately \$17, making the total contest prize value \$2550. A prize as described is subject to availability, may not be exchanged for cash, is non-transferable, non-refundable, and must be accepted as awarded, without substitutions. At their election, and in the event a prize, or any portion thereof, cannot be awarded as described in these Official Rules for any reason, the Contest Sponsors reserve the right to substitute (a) prize(s) of equivalent or greater retail value.

### CONTEST DRAW:

**PRIZE:** A series of random draws and hand selected entries will be chosen throughout the contest period, resulting in 150 individual winners each winning 1 free burger voucher. All entries must be submitted within 48 hours of each contest social post to be eligible. The entire social contest for all 150 burgers closes at 11:59pm on Tuesday September 26<sup>th</sup>, 2017, after which no more entries will be accepted.

The odds of winning a prize are solely dependent on the total number of eligible entries received during the applicable entry period. No responsibility is assumed by the Contest Sponsors for any inability for a potential entrant to successfully enter the Social Contest or draw for any reason. The Contest Sponsor (as defined herein) is not responsible for late, lost, stolen, damaged, misdirected, mutilated, garbled, illegible or incomplete entries.

6. **PRIZE AWARDS.** The selected entrant will be notified by comment to his/her entry on the social platform of which the entry was submitted and instructed how to claim his/her prize. To be declared a winner, the selected entrant drawn must have correctly answered the required mathematical skill-testing question in the prize fulfillment email, and by providing his/her mailing address to The WORKS Gourmet Burger Bistro, he/she is also submitting his/her Declaration of Compliance and Release, and otherwise comply with the official contest rules. Awarding of a prize is subject to verification and compliance with the official contest rules. Entrants who have not complied with the official contest rules will be disqualified. If a selected entrant cannot be located or does not respond within 48 hours of notification, the entrant will be disqualified and forfeits the prize and the Contest Sponsor may, at its sole and absolute discretion, select by random draw another eligible entrant whom the Contest Sponsor or its representatives will attempt to contact, and who will be subject to disqualification, in the same manner.
7. **ELIGIBILITY.** The Social Contest is open to residents of Ontario, Canada and excluding minors (must be of age of majority in the province of Ontario), except employees, representatives and agents of the Contest Sponsor, and participating WORKS locations and each of their affiliates and if applicable, their respective advertising or promotion agencies, franchisees, contest judges, contest prize suppliers, any other companies engaged in the development, production, or distribution of materials for this Contest, and members of the immediate families of, or persons domiciled with, any of the above.
8. **ADDITIONAL CONDITIONS OF PARTICIPATION.** By participating in this Social Contest, entrant accepts and agrees to these official contest rules and all decisions of the social contest judges (who may be employees, agents or independent contractors of Contest Sponsor), which shall be final and legally binding on entrant in all matters relating to this Social Contest. All entries become the property of the Contest Sponsor. In order to be confirmed a winner and receive a prize, the selected entrant will be required to provide his/her mailing address, and in doing so is issuing his/her Declaration of Compliance and Release which confirms compliance with these official contest rules and releases the Contest Sponsor, and their respective affiliated companies, agencies, contest prize suppliers

and their respective officers, directors, employees and agents from all liability with respect to the entrant's participation in this Social Contest and the awarding, use or misuse of any prize. By accepting a prize, the winner agrees to the use of his/her name, comments, photograph, and other likeness for publicity purposes, and grants to the Contest Sponsor any and all rights to such use without further notice or compensation. The Contest Sponsor and its respective affiliates are not responsible for printing, distribution, or production errors. This Social Contest is subject to all applicable federal, provincial, and municipal laws.