

**“QUESADA CINCO DE MAYO CONTEST”  
OFFICIAL RULES AND REGULATIONS**

**NO PURCHASE NECESSARY TO ENTER OR WIN**

1. **CONTEST PERIOD / SPONSOR:** The Contest is intended for residents of Canada only. It will be interpreted according to Canadian Law. The Contest is governed by these Official Rules.

The Contest begins on April 15, 2019 at 12:00:01 a.m. and ends with all entries received by 11:59:00 p.m. Eastern Daylight Time (EDT) on May 5, 2019.

The Sponsor of the Contest is: Quesada Franchising of Canada Corp (hereinafter referred to as the "Sponsor"), 1240 Bay Street, Suite 304, Toronto, Ontario, M5R 2A7 Canada.

2. **HOW TO ENTER:**

There are two (2) ways to enter the Contest.

- a) To enter through our mobile app:

Go to a participating restaurant and scan the QR code in our Quesada mobile application, under “Collect Points” by 11:59 p.m. EDT May 5, 2019. Each registrant will automatically be entered into the Contest and receive one (1) Contest entry, per transaction, per visit. If the app points card is used, card must be registered at <https://www.quesada.ca/pointscard/> or the entry will be invalid.

- b) To enter by mail:

Print your complete name, address, city, province, postal code, age, email and telephone number on an 8.5” x 11” piece of paper and mail to QUESADA CINCO CONTEST, 1240 Bay Street, Suite 304, Toronto, ON M5R 2A7. All mail-in entries will be combined with all online entries for all Prize draws. The Sponsor is not responsible for any mail-in entries that are lost, misdirected, illegible, damaged, incomplete, late or mutilated.

The Contest ends with all mail-in and mobile app entries submitted by 11:59:00 p.m. (EDT), on May 5, 2019. **NO PURCHASE NECESSARY.**

None of the Sponsor, or judging organizations, are responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems or servers, computer software problems or traffic congestion on the internet, or at any website and assume no liability for damage to entrant’s or any person’s computer resulting from participating in the Contest. In the event of a dispute as to the identity of a winner based on an email address or mobile phone number, the winning entry will be deemed to be made by the authorized account holder of the email address or mobile phone number at the time of entry. “Authorized account holder” is the natural person

who is assigned an email address by an internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question or the person who is assigned a mobile telephone number by a wireless provider, telecommunications carrier or other organization responsible for assigning the submitted mobile telephone number. Selected entrants may be required to provide the Contest Sponsor with proof that he/she is the Authorized Account Holder of the email address or mobile telephone number associated with the selected entry.

3. **DRAW DATES:** The Grand Prize winner and all Secondary Food Prize winners will be selected from among all eligible entries in random draws conducted by the independent Contest administration and judging organization, at 11 a.m. in Toronto, Ontario on May 7, 2019. The first random draw will award the Grand Prize. Secondary Prizes will then be drawn until all have been awarded.

Winners of prizes of \$100.00 or more must answer a mathematical skill testing question to claim their prize.

The odds of winning depend on the total number of eligible mail-in and mobile entries received by 11:59 pm (EDT) on the closing date of May 5, 2019. Limit one prize per person.

4. **COMPLETE PRIZE POOL:**

Grand Prize	Number	Approximate Retail Value
Travel Voucher redeemable for a Trip for two to Mexico (Max Value \$4,000 including taxes)	1	\$4,000
Secondary Prizes – outside Quebec		
Regular Burrito	1,900 (20 per restaurant)	\$8,19 x 1900 = \$15,561.00
Large Burrito	1,900 (20 per restaurant)	\$9,89 x 1900 = \$18,791.00
Churros	4750 (50 per restaurant)	\$2,79 x 4750 = \$13,252.50
Secondary Prizes – Quebec only		
Regular Burrito	240 (20 per restaurant)	\$8.19 x 240 = \$1965.60
Large Burrito	240 (20 per restaurant)	\$9.89 x 240 = \$2373.60
Churros	600 (50 per restaurant)	\$2,79 x 600 = \$1674.00

**5. GRAND PRIZE:**

There will be one Grand Prize awarded consisting of a Travel Voucher redeemable with Marlin Travel – 1500 Dundas Street East, Mississauga, ON L4X 1L4 for a package trip to Mexico. All entrants are eligible for the Grand Prize.

Prize Details:

- Maximum value \$4,000 including taxes
- Valid only for trips to Mexico
- Trip must be booked before March 31, 2020
- Travel must occur before December 31, 2020
- Voucher is non-transferable
- Voucher cannot be redeemed for cash

The winner will be notified by email or telephone and will be required to sign and return an affidavit of eligibility and liability / publicity release within ten (10) business days of notification.

The traveling companion of the Grand Prize winner (or their parent/legal guardian if a traveling companion is under the age of majority) will also be required to sign a standard liability/publicity release. If a selected entrant cannot be contacted by email or telephone or fails to return the Contest documents within the specified time, or if the winner is unavailable to travel on the dates specified, he/she will forfeit their prize and an alternate winner will be selected. All prizes will be delivered to confirmed winners.

**6. SECONDARY PRIZES:**

There will be nine thousand, six hundred and thirty (9630) Secondary Prizes awarded through participating Quesada restaurants. Eight thousand, five hundred and fifty (8550) prizes outside Quebec and a thousand and eighty (1080) prizes within Quebec only.

No purchase is necessary.

Each Quesada restaurant open at the time of the Contest will receive an equal number of secondary prizes. Secondary prizes will be awarded immediately following the random draw to award the Grand Prize on May 7, 2019.

Prizes must be accepted as awarded and are not transferable or convertible to cash. No substitutions except at the Sponsor's option. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value. All secondary prizes have an expiry date of May 31, 2020.

**7. ELIGIBILITY:** This Contest is open to residents of Canada who have reached the age of majority in their province or territory of primary residence at time of entry.

Employees of the Sponsor, their affiliated partners, agents, distributors, their respective advertising or promotional agencies, or judging organization (such entities, collectively, the "Contest Entities") or members of any such employee's immediate family (regardless of where they live) or persons with whom such employees reside (whether related or not) are ineligible to enter or win. "Immediate family" includes spouses or domestic partners and parents, siblings, children and their spouses and domestic partners.

8. **GENERAL:** This Contest is subject to all applicable federal, provincial and municipal laws and regulations. By entering the Contest, participants agree to be bound by these official rules and by the decisions of the independent administration and judging organization, which shall be final on all matters relating to this Contest.

All entries become the property of the Sponsor and none will be returned.

For information on Sponsor's use of personal information in connection with this Contest, see the privacy policy posted on the Quesada website at [www.quesada.ca](http://www.quesada.ca).

If, for any reason, the mobile portion of this Contest is not capable of being completed as planned including, but not limited to computer virus, bugs, tampering including SPAM, technical failures or other causes beyond the control of the Sponsor, the Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest or to amend the contest rules at any time without notice. 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, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

9. **GENERAL LIABILITY RELEASE:** Entrants agree that the Contest Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest -related activity (including, without limitation, travel), or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Contest Entities assume no responsibility for any printing or production errors. Without limiting the generality of the foregoing, the Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen entries, mail or prize notifications; or for miscommunications, or for any failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

The Sponsor reserves the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest,

to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. This includes any and all entries that appear to be SPAM.

The Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if they determine, in their sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest. In such event the Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state/province or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control, then subject to any governmental approval which may be required, The Sponsor shall have the right to modify, suspend, or terminate the Contest.

If the Contest is terminated or suspended before the designated end date, notice thereof will be posted at the participating locations and only non-suspect entries legitimately received as of the date of the event, giving rise to the termination will be honored. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor reserves the right to correct clerical or typographical errors in promotional materials or these rules.

10. No more than the number of prizes set forth in these Official Rules will be awarded. However, if as a result of any error, there are more potential winners than contemplated in the rules, the contest sponsor reserves the right to hold a random draw amongst all prize claimants to award the correct number of prizes.
11. The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Sponsor and its affiliates. By entering the Contest, all entrants consent to the manner of collection, use and disclosure of personal information as set out in the Sponsor's privacy policy, which is available at [www.quesada.ca](http://www.quesada.ca).

12. WINNER'S LIST: Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: Quesada Cinco Contest, 1240 Bay Street, Suite 304, Toronto, Ontario, M5R 2A7 Canada. Winner's list requests must be received by June 30, 2019.
13. LITIGATION: Any litigation respecting the conduct or organization of a publicity contest in Quebec 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.