



# Rules and Regulations Nintendo Wii Console

## 1. ELIGIBILITY

- 1.1. To be eligible for this contest (the "Contest"), an individual must:
  - a. be a legal resident of Ontario, Canada; and
  - b. be 18 years or older at the Contest Starting Date (hereinafter defined).
- 1.2. 241 Pizza® (2006) Ltd. (the "Sponsor") and its employees, affiliates, subsidiaries, advertising and promotional agencies, the Independent Judging Organization (hereinafter defined), or parties engaged in the development, production and distribution of materials related to the Contest and the household members or immediate family of any of the above, are not eligible to participate in the Contest. Regarding the application of these Contest rules (the "Contest Rules") "immediate family" means husband, wife, spouse, mother, father, brother, sister, son and daughter, whether or not they reside in the same household.
- 1.3. The Sponsor has the right to require at any time proof of identity and/or eligibility of the Participant (hereinafter defined) to allow the Participant to participate in the Contest. Failure to provide such proof within a reasonable period of time could result in disqualification.
- 1.4. All information supplied to the Sponsor for the purpose of this Contest must be truthful, accurate, and complete. The Sponsor reserves the right to disqualify any Participant should the Entry Form (hereinafter defined) be untruthful, inaccurate, or incomplete.

## 2. DEADLINES FOR ENTRY

- 2.1. The Contest opens on Monday, May 16<sup>th</sup>, 2011 at 1200 am (midnight) ET (the "Contest Starting Date") and closes on Monday, November 21<sup>st</sup>, 2011 at 1159 pm (midnight) ET (the "Contest Closing Date").

## 3. HOW TO ENTER THE CONTEST

- 3.1. The participant (the "Participant") enters by filing out the online registration form (the "Registration Form") at [www.241pizza.com](http://www.241pizza.com) (the "Website") and completing an online order. Limit of one entry per order during the Contest period. All Registration Forms must clearly state the following information: name, complete address, phone number, valid email address, and confirmation that the entrant is over 18 years of age.
- 3.2. In the event of a dispute regarding any Registration Form, the Registration Form will be deemed made by the authorized account holder of the e-mail address submitted at the time of the entry (i.e. the person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail address).
- 3.3. There is no purchase necessary to enter the Contest. Participants who wish to obtain an entry without purchase may do so by sending a handwritten, non-mechanically reproduced, 250 word essay, outlining a pizza topping combination that they believe is "Good all Around", along with a self-addressed, stamped envelope to: 241 Pizza® Contest, 77 Progress Avenue, Toronto, ON M1P 2Y7. Request for a contest entry must be received by Friday, September 16<sup>th</sup>, 2011.



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## 4. PRIZE WINNER SELECTION

- 4.1. Fifteen (15) finalists (the "Finalists") will be selected by random draw among all the eligible Entry Forms received by the Contest Closing Date. The draw will take place on Tuesday, November 22<sup>nd</sup>, 2011 (the "Draw Date") at 77 Progress Avenue, Toronto, Ontario M1P 2Y7 at 12:00 p.m. ET. The odds of winning will depend on the total number of eligible Entry Forms received by the Contest Closing Date. Limit one finalist per household.
- 4.2. The Finalists will be contacted by email within four (4) business days of the Draw Date. In the event the Sponsor or the Sponsor's representative is unable to notify the Finalist by email within four (4) business days or there is a return of any prior notification as undeliverable, that Finalist will be disqualified and the Sponsor will have the right to cancel the attribution of the Prize (hereinafter defined).
- 4.3. To be declared a winner (the "Winner"), the Finalist will be required to complete and sign a written declaration and release form (the "Declaration and Release Form") confirming eligibility for the Contest and compliance with these Contest Rules as well as the non-responsibility of the Sponsor and any other organization involved with the Prizes or Contest and their respective employees, for any injury, accident, loss, or misfortune relating to the Contest, Prizes, or awarding of the Grand Prize; and to correctly answer, without assistance of any kind, an arithmetical skill-testing question during a pre-arranged, e-mail or online correspondence.
- 4.4. If the Finalist does not correctly answer the arithmetical skill-testing question, the Sponsor will have the right to cancel the attribution of the Prize.
- 4.5. The completed and signed Declaration and Release Form must be received by the Sponsor's representative by Tuesday, December 16<sup>th</sup>, 2011 otherwise the Prize will not be awarded.

## 5. GRAND PRIZE DETAILS

- 5.1. There will be fifteen (15) grand prizes (the "Grand Prize") awarded consisting of a Nintendo Wii Console with 5 games.
- 5.2. Total approximate value of the Grand Prize is two hundred and forty-nine dollars in Canadian currency (\$249.00 CDN), excluding all taxes.
- 5.3. The Grand Prize must be accepted as awarded and is not transferable or convertible to cash. No substitution is possible, except in 241 Pizza's sole and entire discretion. Any portion of the Grand Prize not accepted by the Winner will be forfeited.
- 5.4. The Sponsor will not be responsible if any event results in the cancellation of the Grand Prize or if other factors beyond its reasonable control prevent the Grand Prize or any part of the Grand Prize from being fulfilled. The Sponsor makes no express or implied warranties of any kind with respect to safety, appearance, or performance of any Grand Prize or Grand Prize activity. By accepting the Grand Prize, the Winner acknowledges that the only warranties applicable to any aspect of the Grand Prize, if any, are the warranties provided by the supplier of the Grand Prize to the Sponsor that are transferable and/or the manufacturer's warranty. In no circumstance



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whatsoever, the Winner and/or the Companion shall have any recourse against the Sponsor in respect of any warranty of the Grand Prize.

## 6. GENERAL CONDITIONS

- 6.1 All Entry Forms become the property of the Sponsor.
- 6.2 Any attempt to deliberately damage the Contest Website or any related website, or legitimate operation of this Contest is a violation of criminal and civil laws. In such cases, the Sponsor has the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 6.3 Entry Forms are subject to verification and will be declared invalid if they are received outside the Contest period or are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified, altered, or tampered with in any way.
- 8.4 No correspondence pertaining to the Contest will be entered into except with Finalists and Winners.

## 7. INDEMNIFICATION BY PARTICIPANT

- 7.1 By entering the Contest, a Participant:
  - releases the Sponsor and its directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsor and agents from any and all liability for any injury, loss or damage of any kind to the Participant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in this Contest any breach of these Contest Rules, or in any Prize-related activity;
  - agrees to fully indemnify the Sponsor and its directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all claims by third parties relating to the Contest, without limitation.

## 8. CONDUCT

- 8.1 By entering this Contest, Participants agree to be bound by these Contest Rules, which are posted on the Contest Website throughout the Contest period. Participants also agree to abide by the decisions of the independent judging organization (the "Independent Judging Organization"), which are final.
- 8.2 The Sponsor reserves the right, in its sole discretion, to disqualify any Participant it finds to be:
  - violating the Contest Rules;
  - tampering or attempting to tamper with the entry process or the operation of the Contest Website;
  - acting in an unsportsmanlike-like or disruptive manner, or with intent to annoy abuse, threaten, or harass any other person.



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## **9. LIMITATION OF LIABILITY**

9.1 All Entry Forms become the property of the Sponsor who assumes no responsibility for lost, delayed, destroyed or misdirected Entry Forms, or for technical hardware, software or telephone failures of any kind, lost or unavailable network connection, fraud, incomplete, failed or delayed computer transmissions, whether caused by the Sponsor, users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a user's ability to participate in the Contest. The Sponsor reserves the right, in its sole discretion, to cancel, suspend or modify the Contest, should a virus, bug, computer problem, unauthorized human intervention or other cause beyond the Sponsor's control, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest.

## **10. RELEASE/PRIVACY/USE OF PARTICIPANT INFORMATION**

10.1 By entering this Contest, a Participant agrees to the use of Participant's personal information by the Sponsor for the purposes of administering the Contest and awarding the Prizes. Participant's personal information will not be provided to any third parties, other than as provided for in these Contest Rules.

10.2. By accepting a Prize, the Winner and the Companion grant permission to the Sponsor to use their names, addresses, photographs, likeness, voices and images for publicity and promotional purpose without further compensation unless prohibited by law.

## **11. INTELLECTUAL PROPERTY**

11.1. All intellectual property and all of the promotional materials, web pages, and source code are owned by the Sponsor and/or its affiliates. All rights are reserved. Copying or unauthorized use of any copyrighted material or trademark without the express written consent of its owner is strictly prohibited.

## **12. LAWS**

12.1. These are the official Contest Rules. This Contest is subject to federal, provincial, and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial, and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.