

GUINNESS TRIP FOR 2 TO IRELAND CONTEST OFFICIAL RULES

The following are the official contest rules (the "Official Rules") for the JOEY Restaurants "Guinness Trip for 2 to Ireland" contest (the "Contest").

By participating in the Contest, you agree to be bound by the terms and conditions set forth in the Official Rules.

1. **ELIGIBILITY:** No purchase necessary. The Contest is open to residents of Canada and the United States of America, excluding residents of the State of New York or the State of Florida. Must be over the legal drinking age and a resident of the province or state in which this Contest is being held to enter. You are not eligible to enter if you are an officer, director, employee, agent, or representative of, or a member of the immediate family (defined as parent, sibling, children and/or spouse and regardless of where they live) of, or domiciled with (whether related or not) any such officer, director, employee, agent or representative of JOEY Tomato's (Canada) Inc. or its parent, subsidiary, affiliated, or related companies (collectively, the "**Sponsor**") or any of their advertising, promotional, or travel agencies, any independent contest judging organization, or any suppliers of materials and services related to this Contest (collectively, the "**Contest Entities**").
2. **CONTEST PERIOD:** To be eligible, Entries (defined below) must be received by the Sponsor during the Contest Period: November 15, 2017 through to December 31, 2017 (the "**Contest Closing Date**"). The Contest Winner will be announced on or before January 5, 2018 by telephone and/or email.
3. **HOW TO ENTER:** To be eligible, you must either (a) confirm in writing that you wish to enter the Contest at the time that you purchase a JOEY Restaurant gift card from the Sponsor, or (b) subscribe to the JOEY email list on www.joeyrestaurants.com and provide all email subscriber information listed thereon (each an "**Entry**", and all such entries by all entrants, "**Entries**"). No purchase or payment necessary to enter or win. Purchase will not improve your chance of winning. Limit of one Entry per person in this Contest.

If it is discovered that any person has attempted to: (i) obtain more than the permitted number of Entries as provided for in these Official Rules; and/or (ii) use (or attempt to use) multiple names, identities; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest and all of his/her Entries voided. Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) if the email subscriber information is not fully completed with all required information and submitted during the Contest Period. Use (or attempted use) of multiple names, identities, to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor.

4. **PRIZE(S):** There is 1 grand prize (the "**Grand Prize**") available to be won in the Contest, consisting of:
 - Return air transportation (economy class) for the Winner and 1 guest of the Winner (together, the "**Winner and Guest**") from the major international airport closest to the Winner's place of residence in Canada or United States, as determined by the Sponsor in its sole and absolute discretion, to Ireland;
 - A tour for the Winner and Guest of the St. James's Gate Brewery in Dublin, Ireland, which includes a brewery tour, a VIP Experience tour, and the Guinness Storehouse Connoisseur Experience;
 - Airport transfers within Ireland for the Winner and Guest;
 - Hotel accommodations for 4 nights, based on 1 standard room with double occupancy, in Dublin, Ireland, at a 4 star hotel to be selected by Sponsor in its sole discretion;
 - 4 breakfasts, 3 lunches, and 3 dinners as selected by the Sponsor; and
 - A half-day guided Gastro Pub tour in Dublin, Ireland for the Winner and Guest (alcohol not included).

The airline used for travel will be determined by the Sponsor based on the date and time of the trip and on airline availability. All other expenses not specifically provided for in the Official Rules as being included in the Grand Prize will be the full responsibility of the Winner and Guest including, without limitation, all flight departure taxes and fees, optional seat selection fees, additional checked luggage fees, entertainment costs, gratuities, merchandise, telephone calls, meals not specified above, all personal expenses of any kind or nature, together with any applicable overnight layover. All travel dates, accommodation on board the airplane, and hotel accommodation are subject to space availability and subject to change without notice or compensation. Blackout periods for travel may apply. The Winner and Guest are solely responsible for all costs incurred for transportation to and from the relevant airports at departure and arrival unless

otherwise specified. It is also the Winner and Guest's responsibility to obtain all necessary travel documentation including valid passports and visas if applicable prior to ticketing and to comply with any customs immigration requirements. It is recommended that the Winner and Guest obtain sufficient personal insurance prior to departure. The Winner and Guest must comply with all hotel check-in requirements including, without limitation, the presentation of a major credit card.

The Winner's guest must be a legal resident of Canada or the United States and be of legal drinking age or older in their country of residence. The Winner and Guest must: (a) travel on same itinerary on the dates required; and (b) not have any barrier to entry into Ireland, or the Grand Prize will be forfeited. The Contest Entities are not responsible if Winner or the Winner's guest are denied access to the aircraft or entry into the Ireland or re-entry into Canada or the United States. In such an event, Winner and/or the Winner's guest will be solely responsible for any expenses incurred and the Grand Prize may be forfeited, in whole or in part. If the Winner (and/or the Winner's guest) does not utilize any part(s) of the Grand Prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place. The Contest Entities will not be responsible if weather conditions, event cancellations, or other factors beyond the Sponsor's reasonable control prevent a Grand Prize or any part of a Grand Prize from being fulfilled. In any such event, neither the Winner nor the Winner's guest will be provided with a substitute Grand Prize or cash equivalent. All travel and hotel arrangements relating to the Grand Prize must be made through the Sponsor or its designated agents. The Grand Prize may not be used towards any type of frequent flyer mileage or other reward point accumulation program. If the Winner or the Winner's guest chooses to upgrade his/her travel package, extend the length of their trip, or stop along the way this will be at the Winner or the Winner's guest's own expense, as applicable.

The Winner and Guest will be required to follow all directions of Contest Entities, and failure to do so may result in termination of the Winner and Guest's participation or continued participation in the Grand Prize.

The Grand Prize has a total approximate retail value of CAD\$6,500.00, based on a sample Toronto, Ontario, Canada departure. The actual retail value of the Grand Prize may vary and will depend on the date of booking, actual place of departure, date of travel and changes in exchange rates. Neither the Winner nor the Winner's guest are entitled to any monetary difference between actual Grand Prize value and stated approximate Grand Prize value, if any.

The Grand Prize must be accepted as awarded, is not transferable, cannot be substituted is not redeemable for cash or otherwise. The Sponsor reserves the right, in its sole discretion, at any time to substitute the Grand Prize (or component thereof) for any reason so long as a prize (or component) of equal or greater monetary value is substituted. All travel, if any, associated with the Grand Prize must be completed within 8 months of the Contest Closing Date. The Sponsor makes no representations or warranties with respect to any prize. No alcohol is included in any part of the Grand Prize.

- 5. DRAWING AND NOTIFICATION:** The selected entrant (the "**Winner**") will be selected by random draw by a representative of the Sponsor from all Entries received between November 15, 2017 and December 31, 2017. Chances of winning depend on the number of eligible Entries received. Before being declared a Winner, the selected entrant must correctly answer a mathematical skill testing question. If the answer to the mathematical skill testing question is incorrect or the selected entrant is not otherwise eligible to win the Grand Prize, the selected entrant will not be declared the Winner and another entrant will be selected by random draw.

Selected entrant will be notified by telephone and/or email on or before January 5, 2018. Communication will be entered into only with selected Winner. Each Winner and Guest will also be required to complete and return to Sponsor (or its authorized agent) by the deadline specified in the documents a written Declaration and Release of Liability (the "**Declaration and Release**"), which, among other things: (a) confirms compliance with these Official Rules; (b) acknowledges acceptance of the Grand Prize as awarded; (c) releases the Contest Entities from any liability in connection with this Contest or the receipt, possession, use, or misuse of the Grand Prize or any part thereof; and (d) agrees to the publication, reproduction and/or other use of the name, address, voice, statements about the Contest, and/or photograph or other likeness by the Winner and/or the Winner's guest, in any case without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including in print, broadcast, or by means of the Internet. The name of the Winner's guest cannot be changed once the Declaration and Release has been received by the Sponsor or its agent.

Inability to reach selected entrant or failure by the selected entrant to complete, sign, and return the Declaration and Release, or any other required documentation, by the deadline specified in the documentation, or the return of Winner notification as undeliverable, or failure to provide proof of eligibility (if requested), or other non-compliance with these Official Rules may result in forfeiture of the Grand Prize and selection of an alternate Winner by random draw, who will be subject to disqualification in the same manner, until the Grand Prize has been awarded. If no qualified Winner can be declared within 1 month of the Contest Closing Date, the Grand Prize may be forfeited in its entirety in the sole discretion of the Sponsor.

- 6. PERSONAL INFORMATION:** The Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and Grand Prize fulfillment. By entering this Contest, you consent to the collection, use, and disclosure of your personal information for these purposes and as otherwise described in Sponsor's privacy policy located at: <http://joeyrestaurants.com/legal/>

By accepting the Grand Prize, the Winner agrees to the publication, reproduction and/or other use of the name, address, voice, statements about the Contest, and/or photograph or other likeness by the Winner and/or the Winner's guest, in any case without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including in print, broadcast, or by means of the Internet.

- 7. LIMITATIONS OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THIS CONTEST, YOU AGREE THAT THE CONTEST ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST OR ANY CONTEST-RELATED ACTIVITY; OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION, OR MERCHANDISE DELIVERY; AND/OR C) THE AWARDING, RECEIPT, POSSESSION, USE, OR MISUSE OF THE GRAND PRIZE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

- 8. GENERAL CONDITIONS:** By entering, you agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters pertaining to this Contest. This Contest is subject to all applicable federal, provincial, state, and municipal laws and is void where prohibited. All Entries become the property of Sponsor and none will be returned or acknowledged. All Entries are subject to verification at any time. Mechanical reproductions of Entries or Entries submitted by script, bot, or other mechanical or software program are not permitted and will be disqualified. The Sponsor is not responsible for late, lost, incomplete or illegible Entries. ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. The Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of this Contest; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate and receive a Prize, if applicable, in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification and forfeiture of a Prize, if applicable. Sponsor reserves the right to terminate or amend this Contest, or these Official Rules, in whole or in part, at any time, without prior notice for any reason. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: information listed elsewhere online at joeyrestaurant.com, and/or point of sale, television, print, or online advertising; the terms and conditions of these Official Rules shall prevail, govern, and control. The Sponsor reserves the right to correct any typographical errors. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not

contained therein. Should a Winner make any false statement(s) in any document referenced above, the Winner may be required to promptly return to Sponsor the Grand Prize, or the cash value thereof.