

## **The Breville Café Quality MASTERCLASS Contest – Official Rules**

**BY SUBMITTING AN ENTRY TO THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES AS AN ENTRANT TO THE CONTEST. THESE OFFICIAL RULES ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSORING PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**SUCCESSFUL REGISTRATION AND COMPLETION OF THE BREVILLE OFFICIAL CAFÉ QUALITY MASTERCLASS IS NECESSARY TO ENTER OR WIN.**

**ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY/PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**

The “THE BREVILLE CAFÉ QUALITY MASTERCLASS NATIONAL CONTEST” (“Contest”) starts at 9:00 AM Eastern Time (“ET”) on October 15<sup>th</sup> 2018 and ends on January 31<sup>st</sup> 2019 at 11:59 PM Eastern Time (ET) (“Contest Period”). The sponsor of this Contest is Breville Canada LP (“Sponsor”). The Contest shall be subject to these Official Rules, and by entering the Contest, Entrant agrees to be bound by the terms and conditions herein and the decisions of the Sponsor, including the interpretation of these Official Rules and the exercise of its discretion, which will be final and binding in all respects.

**ELIGIBILITY: THE CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF CANADA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.**

Anyone who is an employee, director, or officer of Sponsor, its affiliates, subsidiaries, parent companies, promotional partners and agencies (collectively, the “Sponsoring Parties”) or any immediate family member (spouse, child, sibling, parent, or grandparent) or person living in the household of one of the foregoing are not eligible to enter or win. All Canadian Federal, provincial and local rules and regulations apply. Void outside the Eligibility area and where prohibited or restricted by law. By entering this Contest, Entrants agree to abide by all terms of these Official Rules.

### **HOW TO ENTER:**

To enter the Contest, one must have had successfully registered and completed the Breville Café Quality Masterclass. Upon which, the recipient of the course will receive a unique promo code. To enter the Contest, the entrant must (1) provide their unique promo code (2) ‘like / follow’ the Breville Canada Instagram page and / or the Breville Canada Facebook page and (3) in addition, one must visit [www.cafequality.breville.com/ca/contest](http://www.cafequality.breville.com/ca/contest) (“Website”) during the Contest Period, complete the online entry form with the required contact information (“Entry”) and submit the completed Entry. During the Contest Period, only one submission per contestant is permitted. AN ENTRY MUST BE RECEIVED BY 11:59 PM (ET) on January 31<sup>st</sup> 2019, to be entered in the

Contest. Sponsor's computer clock is the official timekeeping device of the Contest. Entrant must complete the online entry form to be eligible for prizes.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or Website; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner at any time during the Contest, or with the intent to annoy, abuse, threaten or harass any other person.

Entry must be made by the Entrant him or herself and only directly to the Website listed above. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Contest. The use of any device or computer software to automate the entry process is prohibited. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry and that all eligibility requirements are met.

Sponsor and any other prize suppliers, Instagram, Facebook, and any and all internet provider(s), and each of their respective affiliates, subsidiaries, parent corporations, and advertising and promotional agencies, and all of their officers, directors, shareholders, employees, and agents (collectively, "Releasees") are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers network, browsers or software, including without limitation any injury or damage to Entrant's or any other person's computer equipment or network relating to or resulting from participation in the Contest; inability to submit an entry to the Website; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any website or for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Proof of submitting information to the Website is not considered proof of delivery or receipt. Unintelligible, incomplete and duplicate entries will be removed and disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent, or deceptive entries or acts or multiple entry attempts (unless authorized by these rules) shall render Entrants ineligible. By entering the Contest, Entrants affirm that they have read and accepted these Official Rules.

**ENTRY INFORMATION:** As a condition of entering the Contest, each winner gives consent for Sponsor to obtain and deliver his/her name, address and other information to third parties for the purpose of administering this Contest and complying with applicable laws, regulations and rules. By entering, each winner gives consent for Sponsor to post your name on Breville Canada's Facebook and Instagram pages. Any information Entrants provide to Sponsor may be used to communicate with Entrant in relation to this Contest or on a Contest winner's list. Any entry information collected from the Contest shall be used only in a manner consistent with the consent given by Entrants at the time of the entry, with these Official Rules and with the Sponsor's Online Privacy Policy, which can be accessed at:

<https://breville.ca/pages/privacy-policy>

**WINNER SELECTION:** One (1) winner will be selected by the Sponsor in a random drawing from among all eligible entries on or about January 31<sup>st</sup>, 2019.

**A PRIZE WINNER IS ELIGIBLE FOR ONE PRIZE.** Drawings will be made by representatives of the Sponsor. Sponsor's decisions are and shall be final and binding in all matters relating to this Contest. Winners will be announced on the Breville Canada Facebook and Breville Canada Instagram pages, and notified via email or Facebook message within three (3) business days after the relevant drawing and will be required to respond to such notification within three (3) business days of the time the notification is sent.

Winner will be required to answer a skill testing question and fully complete, sign, and return a Liability/Publicity Release form ("Affidavit") provided by Sponsor within five (5) days of date of receipt. Failure to respond to the Winner notification as detailed above or return all required forms within the stated time period, or to comply with any other provision herein, may result in the Winner being disqualified and an alternate winner may be selected at Sponsor's sole discretion. If a prize notification or Prize is returned as undeliverable for any reason, the Prize may be awarded to an alternate winner at Sponsor's sole discretion. Prize is not transferable, assignable, or redeemable for cash. No substitution for the Prize by the Winner will be allowed. If necessary, due to unavailability of the Prize for any reason, a prize of equal or greater value will be awarded at the sole discretion of the Sponsor.

All Federal, provincial and local tax liabilities, if any, are the responsibility of the Winner. Acceptance of the Prize constitutes permission (except where prohibited) for Sponsor and/or its affiliates to use of Winner's name, statements, photographs, video images and biographies for publicity purposes without any limitation or additional compensation.

**PRIZES:** One (1) total prize that consists of:

Two (2) passenger round-trip flight journeys to Los Angeles

Five (5) night stay accommodations

Per-diem monetary supplementation provided for dining and other experiences

*\*Approximate\* overall prize value of \$4,000 CAD*

All Prize elements are subject to availability. Prize is non-transferable and may not be redeemed for cash. An unclaimed and/or unused Prize will remain the property of Sponsor.

The odds of winning a Prize depend on and will be determined by the total number of eligible entries received.

**GOVERNING LAW/LIMITATIONS ON LIABILITY:** The Contest shall be governed by and construed in accordance with Canadian provincial laws, including Quebec.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Releasees shall not be liable to Winner or any other person for failure to supply the Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Releasees' sole control.

**GENERAL:** By participating in the Contest, Entrants agree to release, discharge, and hold harmless the Releasees from any and all claims they may have against Releasees for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorneys' fees) resulting from acceptance, use, or misuse of the Prize or element thereof, or participation in this Contest. Each Entrant further agrees to indemnify and hold harmless the Releasees from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Releasees Entrants.

If for any reason this Contest is not capable of running as planned, or if this Contest or any web site or e-mail address associated therewith (or any portion thereof) becomes corrupted or does not allow the proper execution of the Contest and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Contest or any portion thereof. In the event this Contest is canceled, the Sponsor will conduct a random drawing to award the Prize from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY

DAMAGE ANY WEBSITE OR E-MAIL ADDRESS OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**This Promotion and Contest is in no way sponsored, endorsed or administered by or associated with Facebook and Instagram.**

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