

# FAMO Contest Rules & Regulations

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THESE OFFICIAL RULES APPLY TO THE FAMO'S #DARETOWIN ("CONTEST"), SPONSORED BY FAMO INC. ("SPONSOR"). \*\*BY ENTERING, YOU ARE DEEMED TO HAVE READ, ACCEPTED AND AGREED TO BE BOUND BY THESE OFFICIAL RULES. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH SOCIAL MEDIA OR OTHER MEDIA PLATFORMS ON WHICH ANY ADVERTISING FOR THIS CONTEST APPEARS (SUCH AS INSTAGRAM OR FACEBOOK).\*\***

## 1. Contest Period

The Contest entry period commences at 12:00 p.m. Eastern Time ("ET") on October 1st, 2016 and concludes at 11:59 p.m. ET on October 30, 2016.

## 2. Eligibility

(a)The Contest is open to legal residents of Canada, who, as at the start of the Contest Period, have reached the age of majority in his or her province or territory of residence. (b)FAMO Sandwich Creations employees, and family members of employees, affiliates of FAMO, agencies and partners, are not eligible to enter the contest or to win the prize. (c) have a Facebook and/or Instagram account.

By entering this Contest, entrants agree to abide by these Official Rules and the decisions of Sponsor and any applicable Contest Judges, which shall be final and binding on all matters relating to this Contest.

## 3. Contest Entry

No purchase necessary to enter or win. Purchase will not increase your chance of winning.

Terms of Entry: Contestants must answer the question of "What's the most daring thing you've ever eaten?" Valid entries are considered posts that use "#daretobite" in it's captioning, OR any comments, that satisfy the criteria of the terms of entry. Valid entries may also include a photo. Posting a photo does not increase your chances of winning.

FAMO INC. Reserves the right to disqualify or remove any posts or content that violate Facebook or Instagram Terms and Policies, or that is considered offensive, inappropriate, illegal, or harmful in anyway.

In the event of a dispute as to the identity of a winner based on a social media profile, the winning entry will be deemed to be made by the authorized account holder of the profile at the

time of entry. The 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. Multiple entries, i.e., those that exceed the permitted amount, will be discarded,

## **4. Winner Selection**

On Monday October 31, 2016 at 12:00pm EST, one winner from Facebook and one winner from Instagram will be randomly selected as Prize winners. The potential winner will be contacted by direct message or post within the specific platform, within 5 business days of the draw by a Fervid Communications representative, acting on behalf of FAMO Sandwiches. FAMO Sandwiches is not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email. The potential Grand Prize winners found to be ineligible, decline to accept the Grand Prizes or who are unable to be contacted (including failing to return phone calls or emails) within five (5) business days of notification may be required to forfeit the Grand Prizes and another eligible entrant may be selected in FAMO Sandwiches sole discretion.

## **5. The Grand Prizes**

FAMO Sandwiches is giving away 2 prizes of:

- \$25 Gift Certificate for Famo Sandwiches (No cash value)

## **6. Deadline for Claiming the Grand Prizes**

Following confirmation as the Grand Prize winner in accordance with the Contest Rules, the selected entrant will be given instructions and a deadline as to how they must claim the Prize. Potential Grand Prize winners who fail either to claim the Grand Prizes or to inform FAMO Sandwiches of their inability to claim the Grand Prize before the deadline, as instructed, may be required to forfeit that Grand Prize and another eligible entrant may be selected in FAMO Sandwiches sole discretion. The prize must be redeemed at FAMO Sandwiches by December 31, 2016 11:59pm EST, or it becomes void.

## **7. Grand Prize Conditions**

All incidental costs and expenses not specifically referred to herein as part of the Grand Prize descriptions (the “Expenses”) are the sole responsibilities of the Grand Prize winner. All Grand Prize elements are subject to availability and substitution for a prize of equal or greater value, to be decided in the sole discretion of FAMO Sandwiches. The Grand Prizes winner shall not seek reimbursement for the Expenses from the Contest Sponsors.

## **8. Odds of Winning**

Odds of winning depend on the total number of eligible entries received during the Contest period.

## **9. Declaration and Release of Grand Prize Winner**

Before being awarded a Grand Prize, the selected entrant must:

- a) correctly answer, unaided, a time-limited skill-testing mathematical question; and
- b) sign a standard form Declaration and Release of Liability (the “Release Forms”) confirming that by entering the Contest:
  - Ø he or she read, understood and accepted these Contest Rules;
  - Ø that he or she understands that acceptance of a Grand Prize may involve danger and/or exposure to risks and hazards of both man-made and natural origin, whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he or she may suffer damage to personal property, serious personal injury, illness or even death;
  - Ø that he or she nevertheless freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the Contest and winning a Grand Prize; and
  - Ø that he or she releases, discharges, indemnifies and holds harmless FAMO Sandwiches, the Affiliates, the Prize Provider and each of their respective directors, officers, employees, independent contractors, representatives, licensors and agents as well as their respective advertising and promotional agencies (collectively, the “Releasees”) from and against any and all liability due to any injuries, damages or losses to any person (including death) or property of any kind, arising in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Grand Prize, or in connection with participation in this Contest or a Contest-related activity, including, without limitation, any financial, legal or moral responsibility or loss or personal injury including death or damage to or loss of property suffered or incurred or arising from participating in the Contest or accepting a Grand Prize, whether suffered by a Grand Prize winner, or by his or her heirs, administrators, personal representatives or executors, and notwithstanding that such injuries or losses may have been caused solely or partly by any act, omission, negligence or gross negligence of any or all of the Releasees.

Release Forms will be emailed to the potential Grand Prize winners at the email address provided on their Contest entry forms. The Grand Prize will only be awarded upon

- (a) verification of the answer to the skill-testing question and
- (b) return of the fully executed Release Forms to the email or fax number provided to the Grand Prize winner.

Failure to return a signed Release Form as instructed by FAMO Sandwiches will result in disqualification.

## **11. Grand Prize Substitution**

The Grand Prizes are non-exchangeable, non-transferable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by FAMO Sandwiches in their sole and absolute discretion. FAMO Sandwiches reserve the right, in their sole discretion, to substitute and/or modify a Grand Prize, or prize portion, with (a) prize(s) of equal or greater value for any reason. Should a Grand Prize winner be unable to claim his/her Grand Prize or prize portion as awarded, his/her rights to that Grand Prize or prize portion will be forfeited and another entrant may be selected, to be decided by FAMO Sandwiches sole discretion.

## **12. TAMPERING**

If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of FAMO Sandwiches that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or Grand Prizes. FAMO Sandwiches further reserve the right to disqualify, from this Contest and future contests of FAMO Sandwiches, any individual who tampers with or in any way corrupts the entry process. FAMO Sandwiches may prohibit an entrant from participating in the Contest, future contests of FAMO Sandwiches and/or winning a prize(s) if, in FAMO Sandwiches sole discretion, FAMO Sandwiches determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unlawful or unfair playing practices relating to the Contest (including but not limited to the use of automated quick entry programs), prize(s), or intending to annoy, abuse, threaten or harass any other entrants or FAMO Sandwiches representatives. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, FAMO Sandwiches reserves the right to seek remedies and damages (including lawyers' fees) from any such entrant or any other individual to the fullest extent permitted by law, including criminal prosecution.

## **13. Limitation of Liability**

By entering the Contest, the entrant agrees that the Releasee shall have no liability and shall be held harmless by the entrant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use, enjoyment or misuse of a Grand Prize, or while preparing for, participating in any Contest related or Grand Prize-related activity. The Releasee is not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by any of the Releasee, 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 that may cause damage to a user's system or limit a potential entrant's ability to participate in the Contest.

Please contact [info@fervid.ca](mailto:info@fervid.ca) for contest related questions. FAMO Sandwiches is located at 122 Sherbourne St. Toronto ON, Canada M5A 2R4