

**“TELL US WHY YOU SHOULD BE ONE OF THE FIRST TO PURCHASE THE NEW POPEYES CHICKEN SANDWICH” OFFER (the “Offer”)**

THIS OFFER IS OPEN TO LEGAL RESIDENTS OF THE FOLLOWING PROVINCES: ALBERTA; BRITISH COLUMBIA, MANITOBA, SASKATCHEWAN AND ONTARIO WHO ARE THE AGE OF MAJORITY IN THEIR RESPECTIVE PROVINCE.

THIS OFFER IS GOVERNED BY CANADIAN LAW AND VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW.

**THE INFORMATION YOU PROVIDE MUST BE TRUTHFUL, COMPLETE AND IN NO WAY MISLEADING AND WILL BE USED TO ADMINISTER THE OFFER.** ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE OFFER MUST BE DIRECTED TO THE SPONSOR.

- 1. OFFER PERIOD:** The Offer commences at 12:00:01 p.m. Eastern Daylight Time (EDT) on August 26, 2020 and ends on September 6, 2020 at 11:59:59 p.m. (EDT) (the “**Offer Period**”). For the purposes of these Terms and Conditions (the “**Terms**”), a day (a “**Day**”) commences at 12:00:00 a.m. EDT and ends at 11:59:59 p.m. EDT – except for the first Day (August 26, 2020) which commences at 12:00:01 p.m. EDT and ends at 11:59:59 p.m. EDT.
- 2. ELIGIBILITY:** As a pre-condition to participate, you must have a valid Twitter account and e-mail address. The Program is open to legal residents of the following provinces: Alberta (Calgary), British Columbia (Surrey), Manitoba (Winnipeg), Saskatchewan (Regina) and Ontario (Mississauga and Toronto), who are located within their province and have reached the legal age of majority in their province of residence at the time of participation, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Popeyes Louisiana Kitchen Inc., DBA Popeyes® (“**POPEYES**”) (collectively the “**Sponsor**”), its subsidiaries, affiliates, advertising/promotion agencies and any other individual or entity involved in the development, production, administration or fulfillment of the Offer (collectively, the “**Offer Parties**”). Groups, clubs, organizations, businesses and commercial/non-commercial entities cannot participate. **NOTE: Within each designated province the Sponsor will be selecting one or more participating location(s) (see city or cities next to province above) where if you are identified as a Reward participant to purchase the New Popeyes Chicken Sandwich on September 12, 2020 you will be responsible for your own transportation to and from the designated location and within the specified time frame.**
- 3. TWITTER NOT INVOLVED:** This Offer is in no way sponsored, endorsed or administered by, or associated with Twitter. You understand that you are providing your information to the Sponsor and not to Twitter. The information you provide will only be used for the administration of this Offer and in accordance with the Sponsor’s privacy policy (see below). Twitter is completely released of all liability by each participant in this Offer. Any questions, comments or complaints

regarding the Offer must be directed to the Sponsor and not Twitter. You may only use one (1) Twitter account (the “**Account**”) to participate in this Offer.

4. **OFFER THEME:** The Sponsor is asking participants to tell them in English and within Twitter’s character limit “Why should you be designated as one of the first to try the new Popeyes Chicken Sandwich” herein referred as “the **Theme**”. See Section 8 for further Submission Requirements. **Reminder** that when submitted, the public may view your submission and each submission must be unique and different.

5. **HOW TO PARTICIPATE:** NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOU BEING DESIGNATED AS A REWARD PARTICIPANT.

- a. To participate, you will need to create a Twitter account if you don’t already have one. Membership on Twitter is free, and registration for Twitter can be obtained by visiting [www.twitter.com](http://www.twitter.com) (the “Twitter website”) and following the on-screen instructions to open an account.
- b. From your personal Twitter account, search for the Sponsor official Twitter account **@PopeyesCA**. A copy of the Terms will be available within the Sponsor profile. All Submissions must comply with the Twitter Terms of Service and Twitter Rules available at [www.twitter.com](http://www.twitter.com).
- c. To participate it is necessary that participants become a “follower” of **@PopeyesCA** (the “Follower(s)”) to ensure he/she will receive Offer notifications (if applicable) from the Sponsor should their Submission be chosen as a Reward participant as define in section 12 below. Ensure your Account is not set to Private.
- d. Submissions must include: (i) your personal answer to the following question in English “Why should you be designated as one of the first to try the New Popeyes Chicken Sandwich”; (ii) include “**@PopeyesCA**”; (iii) hash tag your province of residence; and (iv) the hash tag **#PopeyesSandwichList** (herein defined as a “**Submission**”). Any Submission that does not follow the above format or has been altered or changed by a participant will be discarded.
- e. By following “**@PopeyesCA**” and posting a Submission you agree to these Terms including but not limited to the Sponsor’s right to Re-tweet any Submission that you post during the Offer Period.

6. **CONTENT MODERATION:** Any Submission that the Sponsor and/or its designated agency (collectively, the “**Moderator(s)**”) deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Terms and if applicable the Twitter Rules, and/or to otherwise be

inappropriate in any way (including, but not limited to, materials that could be dangerous or could violate or offend any law, regulation, order, governmental policy, public policy or third party's rights or could potentially expose the Sponsor to any liability, embarrassment, contempt, ridicule, or adverse publicity or otherwise reflect unfavorably on the Sponsor or any of its products or services in any way) are subject to disqualification. The Moderator reserves the right, in its sole and absolute discretion at any time and for any reason, to edit, remove any Submission (or any part thereof), or to request a participant to modify, edit and/or re-submit his or her Submission (or any part thereof) in order to ensure that the Submission (in whole and in part) complies with the Sponsor's interpretation of the letter and spirit of these Terms, or for any other reason. If such an action is necessary at any point during or after the Offer, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Submission (and the associated participant and any or all of his/her other Submission) – to help ensure that the Offer is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Terms.

7. **LICENSE:** By posting a Submission, each participant: (i) without limiting the Twitter Rules, grants to the Sponsor, in perpetuity, a non-exclusive world-wide license to publish, display, reproduce, modify, edit or otherwise use his/her Submission (and each component thereof), in whole or in part, for advertising or promoting the Offer or for any other reason; (ii) waives all moral rights in and to his/her Submission (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Submission); and (iii) agrees to release and hold harmless the Offer Parties, Twitter, and each of their respective agents, employees, directors, successors, and assigns (collectively, the "**Released Parties**") from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Submission (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever. For greater certainty and the avoidance of any doubt, by participating in this Offer you are hereby agreeing that the Sponsor has permission to use and display your Submission during the Offer Period – including, but not limited to, in conjunction with your participating in this Offer.
8. **SUBMISSION REQUIREMENTS:** BY POSTING A SUBMISSION, YOU AGREE THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE TERMS. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR SUBMISSION (OR ANY COMPONENT THEREOF); (II) PARTICIPATION IN ANY OFFER-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL

INFORMATION; AND/OR (IV) IF CHOSEN AS A REWARD PARTICIPANT. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE TERMS AND/OR THE TWITTER RULES IF APPLICABLE. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE OFFER AND/OR USE OF YOUR REWARD.

By participating in the Offer, each participant hereby warrants and represents that any Submission:

- i. is/are original to him/her and that the participant has obtained all necessary rights in and to the Submission for the purposes of participating in the Offer;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties, (this includes brand names other than Popeyes Louisiana Kitchen) unless consent has been obtained from all such individuals;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Terms and/or the Twitter Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

9. **SUBMISSION LIMIT:** There is a limit of one (1) Submission per person, per Day no matter if the participant Twitter Account is shared by two (2) or more people. For clarity each Submission must include a different/unique reason why you should be one of the first to try the new Popeyes Chicken Sandwich. For greater certainty and the avoidance of any doubt, a chosen participant can only use one (1) email account and Account to participate in this Offer. Participants may not submit a Submission on behalf of any other person, including without limitation but for greater certainty, another member of his/her household or a personal friend. All information provided must be truthful and accurate. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Submission, per Day; (ii) submit the same answer to the Theme, or substantially the same answer to the Theme, more than one (1) time in this Offer; (iii) submit the same answer to the Theme as another participant; (iv) submit or purport to submit a Submission on behalf of another person; and/or (v) use multiple names, identities, email addresses, Accounts, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Terms to participate or otherwise participate in or to disrupt this Offer; then he/she may be disqualified from the Offer in the sole and absolute discretion of the Sponsor. The Released Parties are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Submissions (all of which are void). A Submission may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Submission is not submitted and received in accordance with these Terms; (including, but not limited to, the specific Submission Requirements listed above in Section 8) and/or the applicable Twitter Rules (all as determined by Sponsor in its sole and absolute discretion).
10. **VERIFICATION:** All Submissions are subject to verification at any time and for any reason. 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): (i) for the purposes of verifying an individual's eligibility to participate in this Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Submission and/or other information submitted (or purportedly submitted) for the purposes of this Offer; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Offer in accordance with the Sponsor's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification of the participant and any or all of his/her Submissions in the sole and absolute discretion of the Sponsor. Proof of transmission (post-marks, screenshots or captures etc.) or attempted transmission of a Submission or of attempted Submission of any communication, does not

constitute proof of delivery or receipt by the Offer computers or Sponsor. The sole determinant of the time for the purposes of this Offer will be the Sponsor's Official Clock(s).

11. **REWARDS:** There will be a total of one hundred and forty-four (144) rewards available to participants (herein referred as a "**Reward participant**" and collectively "**Reward participants**"). After the close of each Day, twelve (12) participants (six (6) from the province of Ontario; three (3) from the province of Alberta; one (1) from the province of Manitoba; one (1) from the province of Saskatchewan; and one (1) from the province of British Columbia) will be chosen by the Sponsor at its sole and absolute discretion amongst all eligible Submission received within each defined province.

Each Reward participant will receive an exceptional opportunity to purchase two (2) Popeyes Chicken Sandwiches at an approximate retail value ranging from \$5.99 to \$6.49 each (subject to regional pricing) (each, a "**Reward**" and collectively, the "**Rewards**") on September 12, 2020 between the hours of 2:00 PM and 5:00 PM local time at a designated Popeyes location. NOTE: This exceptional opportunity to try the new Popeyes Chicken Sandwich is before the general public will have access to purchasing the new Popeyes Chicken Sandwich.

Reward Terms: The designated Popeyes location will be identified within your personal email which will be sent out on or about September 10, 2020. Each Reward participant who qualified will be responsible for his/her own transportation to and from the selected Popeyes location any other expenses incurred when ordering up to two (2) new Popeyes Chicken Sandwich. The Popeyes location will be selected by the Sponsor at its sole and absolute discretion and no transfers or exchanges of the Reward are permitted whatsoever. Each Reward participant who qualified will be required to show the Popeyes employee a copy of the email received and if requested a copy of government issued photo identification when paying for the two (2) new Popeyes Chicken Sandwich and any other food items ordered. If for any reason the Reward participant, who qualified does not claim his/her two (2) new Popeyes Chicken Sandwiches on the date at the identified location and within the indicated time frame the Reward will be forfeited without any liability to the Sponsor.

FOR THE AVOIDANCE OF ANY DOUBT, ANY AND ALL OTHER COSTS ASSOCIATED WITH PURCHASING THE REWARD WILL BE THE SOLE AND ABSOLUTE RESPONSIBILITY OF THE REWARD PARTICIPANT. NONE OF THE RELEASED PARTIES, NOR ANY OTHER ENTITY, WILL BE PROVIDING ANY COMPENSATION WITH RESPECT TO ANY COSTS ASSOCIATED WITH CLAIMING HIS/HER REWARD.

Without limiting the generality of the foregoing, Rewards must be accepted as awarded and are not transferable, assignable or convertible to cash. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Reward or a component thereof with an item or items of equal or greater retail value. Rewards will only be awarded to the person whose verifiable full name and valid email address associated with the Account information. By accepting a Reward, each Reward participant agrees to waive all recourse against the Released Parties if the Reward or a component thereof does not prove satisfactory, either in whole or in part. Reward participants are solely responsible for all costs not expressly described herein. **There is a limit one (1) Reward per household during the Offer Period.**

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of a Reward awarded in connection with this Offer. To the fullest extent permitted by applicable law, each Reward participant understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties should the Reward or any portion thereof fails to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Reward, each Reward participant agrees to waive all recourse against the Released Parties if the Reward or a component thereof does not prove satisfactory, either in whole or in part.

12. **DETERMINATION OF A REWARD PARTICIPANT:** There will be a total of twelve (12) selection Days with a total of twelve (12) participants (six (6) from the province of Ontario; three (3) from the province of Alberta; one (1) from the province of Manitoba; one (1) from the province of Saskatchewan; and one (1) from the province of British Columbia) chosen among all eligible Submission submitted and received in accordance with these Terms. Decisions of which participants are chosen will be at the Sponsor sole and absolute discretion.

<b>ID</b>	<b>Submission Day (See section 1 for definition of a Day)</b>	<b>Submission review Day</b>	<b>Notification Day</b> (Note: notifications will be sent out at or about 10:00 a.m. EDT)
1	August 26, 2020	August 27, 2020	August 28, 2020
2	August 27, 2020	August 28, 2020	August 29, 2020
3	August 28, 2020	August 29, 2020	August 30, 2020
4	August 29, 2020	August 30, 2020	August 31, 2020
5	August 30, 2020	August 31, 2020	September 1, 2020
6	August 31, 2020	September 1, 2020	September 2, 2020
7	September 1, 2020	September 2, 2020	September 3, 2020

8	September 2, 2020	September 3, 2020	September 4, 2020
9	September 3, 2020	September 4, 2020	September 5, 2020
10	September 4, 2020	September 5, 2020	September 6, 2020
11	September 5, 2020	September 6, 2020	September 7, 2020
12	September 6, 2020	September 7, 2020	September 7, 2020 <b>Note: Notification will be sent out at or around 4 p.m. EDT.</b>

Being chosen for a Reward depends on the quality of each Submission received and the number of eligible Submission received in accordance with these Terms during each Day. If, for any reason whatsoever, no Submissions are received within any defined province within any given Day, then the allocated Reward(s) for that specific province and Day will be awarded from amongst all previously received Submission for that province. For the avoidance of any doubt, Submission do not carry forward for any province from one Day to the subsequent Day unless no Submissions are received from any such province as noted above. As such, if you would like the opportunity to continue qualifying for a Reward within your province, then you must submitted another unique Submission on the next Day in accordance with these Terms.

13. **NOTIFICATION AND CONFIRMATION PROCEDURES: NO ONE IS A CONFIRMED REWARD PARTICIPANT UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A REWARD PARTICIAPANT BY EMAIL IN ACCORDANCE WITH THESE TERMS, EVEN IF SUCH PERSON HAS BEEN ANNOUNCED AS A REWARD PARTICIPANT ON THE SPONSORS TWITTER HANDLE.** The Sponsor or its designated representative will attempt to contact each Reward participant by: (i) sending, a direct Twitter message to his/her Account on the notification date and at the approximate time as noted in section 12. The Reward participant is solely responsible for monitoring his/her Account for such notification message(s) and will be required to respond to the direct Twitter message and provide: (i) an active email address and (ii) his/her full name. Upon receipt of the direct Twitter message, the Reward participant will be sent an email (note: it is the responsibility of each chosen participant to check his/her spam, junk or any other folder that their email account provider may automatically have set up) and the Reward participant will be required to respond to the email within the indicated time frame and provide; (i) their complete mailing address; (ii) confirm that he/she has reached the age of majority in his/her province; (iii) confirm compliance with these Terms; (iv) acknowledges acceptance of the Reward (as awarded); (v) releases the Released Parties from any and all liability in connection with this Offer, his/her participation therein and/or the awarding and use/misuse of the Reward or any portion thereof; (vi) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Offer and/or photograph or other likeness without further



notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet (including, but not limited to, any social media platforms).

Upon receipt of all the above information, the Sponsor or its designated representative, will verify his/her information and if determined to be in compliance with these Terms, will be confirmed as a Reward participant. If the Reward participant does not respond or follow the instructions to: (i) the initial Direct Twitter message and (ii) the follow up email notification within twenty-four (24) hours of each notification date, or if there is a return of any notification as undeliverable; then he/she will be, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Reward) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate Reward participant from among the remaining eligible Submission submitted for that specific province in accordance with these Terms during the Offer Period (in which case the foregoing provisions of this section shall apply to such newly chosen participant).

Claim Reward e-mail: Using the email address provided at the time of confirmation, (note: it is the responsibility of each chosen participant to check his/her spam, junk or any other folder that their email account provider may automatically have set up) the Sponsor will send the confirmed Reward participant an email on or about September 10, 2020 will full direction on how to claim his/her Reward on September 12, 2020 between the hours of 2:00 PM and 5:00 PM local time.

**14. GENERAL CONDITIONS:**

- All Submissions become the property of the Sponsor. This Offer is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Offer are final and binding on all participants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Submissions and/or participants. By participating in this Offer, you are agreeing to be legally bound by the terms and conditions of these Terms. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.
- The Released Parties will not be liable for: (i) any failure of the Website, Application and/or any platform(s); (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems,

servers, access providers, computer equipment or software; (iii) the failure of any Submission and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participants or any other person's computer or other device related to or resulting from participating in the Offer; (v) anyone being incorrectly and/or mistakenly identified as Reward participant"; and/or (vi) any combination of the above.

- In the event of a dispute regarding who submitted a Submission, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Submission to have been submitted by the authorized account holder of email address or Twitter Account used at the time of Submission. "Authorized account holder" is defined as the person who is assigned to an email address or Twitter Account. A participant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address or Twitter Account associated with the Submission in question.
- The Sponsor reserves the right to withdraw, amend or suspend this Offer (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Offer as contemplated by these Terms, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to damage any website/platform/application or to undermine the legitimate operation of this Offer in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Offer, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.
- By participating in this Offer, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Submission for the purpose of administering the Offer and in accordance with Sponsor's privacy policy (available at: <http://popeyeschicken.ca/privacy/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
- The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Offer mechanics stipulated in these Terms, to the extent deemed necessary by the Sponsor, for

purposes of verifying compliance by any participants or Submission with these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Offer as contemplated in these Terms, or for any other reason.

- In the event of any discrepancy or inconsistency between the terms and conditions of these Terms and disclosures or other statements contained in any Offer-related materials, including, but not limited to: the Submission, Website, Application, point of sale, television, print or online advertising and/or any instructions or interpretations of these Terms given by any representative of the Sponsor; the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.
- The invalidity or unenforceability of any provision of these Terms 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 Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.
- To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Offer will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Offer.