

CACTUS RESTAURANTS LTD. – CONTEST RULES 2015

THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTEST (THE “**CONTEST**”) THAT MAY BE ENTERED THROUGH THE “ENTER FOR YOUR CHANCE TO WIN!” LINK ON THE CONTEST WEBSITE (AS DEFINED BELOW) HELD BY CACTUS RESTAURANTS LTD. THE CONTEST IS INTENDED TO BE CONDUCTED IN VANCOUVER, BRITISH COLUMBIA, CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE PROVINCIAL AND CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN BRITISH COLUMBIA OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY. To be eligible for the Contest, an individual must:

- (a) be a legal resident of the provinces of British Columbia, Alberta, Saskatchewan or Manitoba; and
- (b) be nineteen years of age or older at the time of entry.

Employees of Cactus Restaurants, their respective affiliates, subsidiaries, related companies (all such entities being individually and collectively referred to hereafter as “**the Sponsors**“), and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD. The contest period beings on January 5, 2015 at 9:00 AM and ends on February 2, 2015 at 5 pm Pacific Standard Time.

3. HOW TO ENTER.

(a) No purchase necessary. To enter, fill out and submit an entry form as instructed prior to the entry deadline for that Contest which is contained under the contest link at <http://www.cactusclubcafe.com/2014/12/win-exclusive-dinner-chef-rob-feenie/> (the “Contest Website”) and fill out and submit an entry form as instructed prior to the entry deadline for the Contest.

(b) Limit of one (1) entry per person per Contest. In the case of multiple entries, only the first entry will be considered and the remainder will be void.

(c) All entries become the sole property of the Sponsors and will not be returned for any reason. Entries must be received prior to the deadline for entry for that Contest. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected as a potential prize winner.

(d) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purposes of these Contest, “authorized account holder” of an e-mail address is defined as the natural 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 domain associated with the submitted e-mail address. Each selected entrant may be required to provide the Sponsors with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

4. PRIZES

(a) The grand prize includes: A dinner for two in respect of the Chef Feenie Iron Chef “Battle Crab” commemorative dinner.

(b) The winner will be contacted by the Sponsors with instructions on how to claim the Prize.

(c) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of the prize will be forfeited and have no cash value. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.

(d) The Sponsors shall not assume any liability for lost, damaged or misdirected prizes.

5. WINNER SELECTION.

(a) On or about 10:00 a.m. Pacific Standard Time, following the end of the “Contest Period”, a random draw will be held by a representative of the Sponsors, where one (1) entrant will be selected as a potential prize winner from all eligible entries received for that Contest

(b) Odds of being selected as a potential winner depend on the number of eligible entries received for the Contest.

(c) Before being declared a winner, the selected potential prize winner shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail and to sign and return the Release (described below).

(d) If the selected entrant does not respond within three (3) days of notification, they will be disqualified and another eligible entrant may be selected (in the Sponsors’ sole discretion) by

random draw as a potential prize winner until such time as an entrant satisfies the terms set out herein and the prize is awarded.

(e) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants to award the correct number of prizes.

(f) The Sponsors will not be providing the winner with travel or accommodation in respect of the grand prize or participation in this Contest. For greater certainty, eligibility to participate, participation and or the award of the grand prize to an entrant, participant or winner to this Contest is in no way an agreement by the Sponsors for the payment of the cost of travel and or accommodation in respect of the grand prize for this Contest.

6. RELEASE. Winners (and if applicable, any guest of the Winner) will be required to execute a legal agreement and release (“**Release**”) that confirms his or her: (i) eligibility and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right to publish, broadcast, or exhibit his or her name, photograph, likeness, comments and voice in any and all media in connection with publicity related to the Contest. The executed Release(s) must be returned within two (2) business days of the date indicated on the accompanying letter of notification or verification as a winner, or the selected individual(s) will be disqualified and any rights he or she may have to the prize will be forfeited.

7. INDEMNIFICATION BY ENTRANT. By entering the Contest, entrants release and hold Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrants 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 the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrants agree to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

8. LIMITATION OF LIABILITY. The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website 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 administration of the Contest. The Sponsors assume no responsibility

for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsors are not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest Website.

9. CONDUCT. By participating in the Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any the Sponsor's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, CACTUSCLUBCAFE.COM OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.** Winner (and his or her Guest, if applicable) must at all times behave appropriately when taking part in the prize package and observe the Contest Rules and any other rules or regulations in force at the location. The Sponsors reserve the right to remove from the location, any Winner and/or his or her Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or guest.

10. PRIVACY / USE OF PERSONAL INFORMATION.

(a) By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address ("**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the winners; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of the Sponsors in connection with any of the activities listed in (i) and/or (ii) above.

(c) The Sponsors will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with applicable privacy policies.

11. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

12. TERMINATION. The Sponsors reserve the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend or suspend any of the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

13. LAW. These are the official Contest Rules. The Contest are subject to applicable federal, provincial and municipal laws and regulations. The 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 Sponsors and/or the Contest. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of British Columbia including procedural provisions 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.

14. LANGUAGE DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.