

## **Not A Takis Contest Rules & Regulations (“Rules”)**

The “Not a Takis Contest” Contest (the “**Contest**”) sponsored by Vachon Bakery Inc. (the “**Sponsor**” or “**Vachon Bakery**”).

**1. Eligibility:** This Contest is open to all legal Canadian residents who are the age of majority at the time of entry into the Contest in their province/territory of residence (each a “**Participant**”).

**2. Contest Period:** The Contest commences at 12:00:01 a.m. Eastern Time (“ET”) on June 12, 2020 and ends at 11:59:59 p.m. ET on August 28, 2020 (the “**Contest Period**”). All Entries must be received by 11:59:59 p.m. ET on August 28, 2020. Daily prize draw starts on June 13, 2020. The final prize Daily Draw will be held on August 29, 2020.

### **3. How to Enter: Text Messaging and/or Internet Access Required**

**Step 1:** Buy any participating Takis® product(s) (“**Participating Products**”), as detailed in Appendix ‘A’, between June 12, 2020 to August 28, 2020.

#### **Step 2:**

**Text** the word TAKIS to 81818.

You will receive a text back with the URL <https://notatakiscontest.ca> (the “**Contest Website**”). **Click** on the URL within the text message and follow the on-screen instructions to complete the online registration form with all the required information (complete name, complete mailing address including apartment or suite number and buzzer code and/or access code, phone number, email). Check the box to confirm you are entering the Contest, in compliance with these Official Rules and establishing your unique profile as a registered user (a “**Registered User**”) within the Contest Administrator’s Contest System for the purpose of administering the Contest in accordance with the Sponsor’s privacy policy. Submit the form and complete your registration by clicking the ‘Login’ link/button found within the confirmation email. Please check your junk, SPAM or any other folder your email provider may automatically setup for promotional mail if the email is not delivered to your primary inbox. You will be taken to your ‘Profile’ page on the Contest Website.

**OR**

#### **Website**

**Enter** the URL address [www.notatakiscontest.ca](http://www.notatakiscontest.ca) directly into an internet browser and follow the on-screen instructions to complete the online registration form with all the required information (complete name, complete mailing address including apartment or suite number and buzzer code and/or access code, phone number, email). Check the box to confirm that you are entering the Contest in compliance with these Official Rules and establishing your unique profile as a registered participant (a “**Registered Participant**”) within the Contest Administrator’s Contest System for the purpose of administering the Contest in accordance with the Sponsor’s privacy policy. Submit the form and complete your registration by clicking the ‘Login’ link/button found within the confirmation email. Please check your junk, SPAM or any other folder your email provider may automatically setup for promotional mail if the email is not delivered to your primary inbox. You will be taken to your ‘Profile’ page on the Contest Website.

#### **Step 3:**

**Upload** a photo of the store receipt showing proof of purchase of the participating product(s), as detailed in Appendix ‘A’. To do so, visit [www.notatakiscontest.ca/enter](http://www.notatakiscontest.ca/enter) or press the appropriate button from your Profile page. Store receipts must clearly show the Participating Product(s) purchased, the retailer name, the date and time of transaction and the total transaction dollar amount. If necessary, to show all required information, a second image of the same receipt can be added to your submission by pressing the appropriate button. Next, select the number of Participating Products you purchased and are shown on your receipt from the available drop-down box. Click the Review button to review your uploaded image(s) before completing your entry (an “**Entry**”) by clicking the Submit button. Your Entry will be put in queue for review and validation by the Contest Administrator. For each Entry, one (1) Contest Ballot (a “**Ballot**”) will be awarded for each verified Participating Product purchased. You will be notified by email of the status of your Entry once it has been reviewed. A store receipt used for an Entry is only valid one (1) time. There is no limit on the number of Entries that can be made throughout the Contest Period or the number of Ballots

that can be earned with each Entry. Purchase and upload must both be completed by August 28, 2020 at 11:59:59 p.m. Eastern Time. Accepted file formats for product and receipt image files are: .JPG, .JPEG, .PNG, and .PDF. Maximum file size is 20 MB.

***NOTE REGARDING ONLINE PURCHASES:** To submit an Entry using an online purchase as your proof-of-purchase, download and/or save your order delivery record, pick-up confirmation record or shipment confirmation record (the "**Order Confirmation**"). Confirmation records for confirmed but not shipped orders or requests for delivery or pick-up of placed orders is not sufficient to constitute a valid Entry. Only confirmed shipping records, order delivery records or order pick-up confirmation records will satisfy the requirements.*

OR

**NO PURCHASE NECESSARY.** To enter without purchase, a Registered Participant must first make a No Purchase Entry Request ("**NPE Request**") by visiting [www.notatakiscontest.ca/no-purchase-entry](http://www.notatakiscontest.ca/no-purchase-entry) during the Contest Period and clicking the appropriate button to request a one-time use No Purchase Entry (NPE) PIN.

Once the No Purchase Entry Request has been submitted, the unique NPE PIN will be displayed on-screen and delivered by email to the email address used to register, along with instructions for completing the NPE Request. NPE PINs are only valid for one (1) NPE Request.

You must then submit a unique handwritten original (not photocopied) 200-word (minimum) essay on, "What is your favourite Takis® product and why?" (an "**Essay**") and reference your unique NPE PIN on a single piece of paper, in a self-addressed envelope to: Not A Takis Contest PO Box 174 Whitby, ON L1N 5S1 (the "**Contest Address**").

Each No Purchase Entry Request must contain an original Essay, a valid NPE PIN and must be enclosed in a separate envelope bearing sufficient postage in order to qualify for one (1) Entry into the Contest (each a "**No Purchase Entry**"). Each Essay can be used only once and will result in one (1) Ballot. Once a No Purchase Entry Request is received and reviewed for compliance, per above, by the Contest Administrator, an entry confirmation email will be delivered confirming the Entry status. A limit of one (1) NPE Request can be made per day during the Contest Period. No Purchase Entries must be received by August 28, 2020.

**4. Prize :** A total of seventy-eight (78) Daily Prizes (the "**Prize**") are available to be won throughout the Contest Period. Prize consists of an 'ALL-IN-ONE Virtual Reality System', inclusive of a Oculus Go headset, controller, USB cable, AA battery and frame-friendly spacer (approximate retail value of \$199 CDN). The daily prize Draw Period starts June 13, 2020 and end on August 29, 2020.

**5. Draw:** A random draw (the "**Prize Draw**") will be held in Whitby, ON around 10:00 AM ET each day from June 13, 2020 to August 29, 2020 ("the **Draw Dates**") for entries pooled throughout the Contest Period. The final prize draw will be held on August 29, 2020 and will include entries received until 11:59PM ET on August 28, 2020. An independent delegate, chosen by the Sponsors, will draw one (1) Ballot on each Draw Date from all eligible entries received. Limit of one (1) Prize will be awarded per person, per email, and per household for the duration of the Contest. When a Prize Draw date falls on the weekend or a public holiday the Prize Draw will be conducted on the next business day.

If there are no eligible Entries to draw from for any given Draw Date, the Prize scheduled to be awarded that Date will be added to an additional Draw (the "**Reserve Draw**") to be held September 8, 2020. The Reserve Draw will consist of as many Prizes as went unawarded during the primary Draw Dates and Potential Winners will be randomly selected from all Ballots awarded during the Contest Period to Registered Participants who have not previously been qualified as a Prize Winner.

**6. Notification Of Potential Winner :** Potential Winners (each a "**Potential Winner**") will be contacted via email. The Contest Administrator will make two (2) attempts to notify the Potential Winner within 72 hours of the specific Prize Draw. In the event a Potential Winner cannot be contacted or if no response is received within 24 hours of the last attempted contact or if there is a return of any notification as undeliverable, then that Potential Winner will be disqualified for eligibility for the Daily Draw Prize without

any liability to the Sponsor whatsoever (and the disqualified Potential Winner will have no claim against the Sponsor with respect to the Contest, or anything related to the Contest). A replacement entrant will be selected.

The Sponsor is not responsible for the failure for any reason whatsoever of a Potential Winner to receive notification or other communications concerning this Contest, or for the failure for any reason whatsoever of the Sponsor, or independent contest organization, if any, to receive the Potential Winner's response or other communications from the Potential Winner concerning this Contest. Prior to being declared a winner, the Potential Winner must answer, without assistance of any kind, whether mechanical or otherwise, a uniquely generated mathematical skill-testing question ("**STQ**") administered online, within the time allotted. If the Potential Winner has answered the STQ correctly, they must then complete and accept the Sponsor's Declaration and Release form (the "**Release Form**").

In the event that an eligible person whose Ballot is selected does not correctly answer the mathematical STQ, fails to submit their answer within the allotted time period, or declines to accept the Release Form, he/she will be disqualified, the Prize to which he/she may otherwise have been entitled will be forfeited by him/her and a replacement entrant will be selected, without any liability to Sponsor or Contest Administrator whatsoever.

**7. Acceptance Of Prize :** By completing and returning the Release Form, and accepting a Prize, the Prize winner: (i) confirms compliance with these Rules and Regulations; (ii) acknowledges that the Prize must be accepted as awarded and cannot be substituted or transferred and has no cash surrender value; (iii) releases the Sponsor, its affiliated and related companies, advertising and promotional agencies, contest partners, the independent contest organization and their respective shareholders, directors, officers, employees and agents from and against all liability in connection with the Contest and the awarding and use or misuse of the Prize; and (iv) consents to the use of his/her name, address (city and province) and/or likeness (including photographs of the Prize winner), without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor, which publicity shall be at Sponsor's sole discretion, and may be in any media whatsoever, with respect to this Contest, unless prohibited by law.

Potential Winners and/or Prize winners agree to cooperate in any investigations by the Sponsor to confirm his/her eligibility and to help ensure that the use of such Potential Winner and/or Prize winner in advertising or publicity for the Contest will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Contest or the Sponsor, as determined by the Sponsor in its sole discretion. No correspondence will be entered into except with each Potential Winner, and all entries become property of Sponsor upon receipt. Prizes will be sent via overnight courier. If for any reason a Prize is returned as undeliverable for any reason whatsoever, the Prize winner will have forfeited his/her right to receive the Prize.

Please allow approximately 4 to 6 weeks for delivery from end of the Contest Period. If an incorrect address is provided the Sponsor will not take liability for returned items.

**8. Prize Winner:** If it is discovered that a Prize winner made any false statement in any document related to the Contest, the Prize winner must promptly return the Prize to the Sponsor upon demand, or at the election of the Sponsor the value of the Prize as stated in these Rules.

**9. Conditions Of Entry:** By entering the Contest, Eligible Participants acknowledge compliance with these Rules and Regulations including all eligibility requirements; agree to abide by these Rules and by the decisions of the Sponsor with respect to all aspects of the Contest, including without limitation any decision respecting the eligibility or the identity of any person who participates or attempts to participate in the Contest. All decisions of the Sponsor are final and binding on all persons who enter the Contest. Participants who have not complied with these Rules will be disqualified.

#### **10. General Conditions:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of Vachon Bakery Inc. with respect to all aspects of this Contest are final and binding on all participants without right of appeal.

SOME JURISDICTIONS (INCLUDING QUEBEC) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU.

Vachon Bakery Inc, its parent company, subsidiaries, advertising/promotion agencies (the “**Released Parties**”) will not be liable for: (i) any failure of any website or any platform during the Contest; (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, mobile devices, servers, access providers, computer equipment or software; (iii) the failure of any Entry, and/or other information to be received, captured, recorded or work properly 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 participant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (v) any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Entries; (vi) anyone being incorrectly and/or mistakenly identified as a recipient or eligible recipient; and/or (vii) any combination of the above.

By participating in the Contest, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Released Parties from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees on a substantial indemnity scale, hereinafter called “Claims” and including without limitation any Claims arising from any act of negligence of the Released Parties, that you now have, or may hereafter have against the Released Parties directly or indirectly resulting or arising from participation in the Contest, or the acceptance, possession, use or misuse or enjoyment of any Prize.

Vachon Bakery Inc. reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules and Regulations) in any way, in the event of any cause beyond the reasonable control of Vachon Bakery Inc. that interferes with the proper conduct of this Contest as contemplated by these Rules and Regulations, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Vachon Bakery Inc. reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules and Regulations, 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.

The personal information collected will only be used by Vachon Bakery Inc. and its authorized agents for the purpose of fulfillment and administration of this Contest, unless otherwise authorized by the Participant, and in accordance with Vachon Bakery’s privacy policy (available at: <https://vachon.com>).

The Sponsor’s failure to insist upon or enforce strict performance of any right or provision of these Rules and Regulations shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in these Rules and Regulations are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. The parties waive all rights to trial in any action or proceeding instituted in connection with these Rules and Regulations, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Rules and Regulations and/or the Promotion shall be settled by binding arbitration on an individual basis conducted in the Province of Ontario, City of Toronto, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**THESE RULES AND REGULATIONS AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO ITS CONFLICTS OF LAWS.** For any matters which are not subject to arbitration as set forth in the Rules and Regulations and/or in connection with the entering of any judgment on an arbitration award in connection with these Rules and Regulations and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the provincial and federal courts located in or closest to the City of Toronto in the Province of Ontario. The parties agree not to raise the defense of forum non conveniens.

## 11. Other General Conditions:

The parties have required that these Rules and Regulations all documents relating thereto be drawn up in English. *Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais.*

It is the responsibility of any eligible person who submits an entry into the Contest to ensure that he/she has complied in full with all of the conditions and requirements contained in these Rules and Regulations. In addition to any other rights of the Sponsor contained in these Rules and Regulations, the Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process, or with the operation of the Contest, to be acting in violation of these Rules and Regulations, or to be acting in an unsportsmanlike or disruptive manner, or with the apparent intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from and against any such person to the fullest extent permitted by law.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any entry or advertising or other publicity or materials concerning the Contest and the provisions contained in these Rules and Regulations, the provisions in these Rules and Regulations shall prevail, govern and control.

**Disputes/residents of Quebec.** A dispute pertaining to the organization or conduct of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. A dispute pertaining to the awarding of a prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.

**Régie des alcools, des courses et des jeux.** The *Régie des alcools, des courses et des jeux du Québec* is not associated in any way with the Contest and can in no way be held liable for any issue regarding the Contest.

### Website Access

To access our contest website, you must use the following or later versions of these browsers: Chrome (v. 5.0.1), Mozilla Firefox (v. 4.0), Safari (v. 5.0.1 – Mac OS X only), or Internet Explorer (v. 9).

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## APPENDIX A - Participating Products

Product Name	Size	UPC
Takis Fuego Tortilla Chips	90g	757528023164
Takis Fuego Tortilla Chips	280g	757528028268
Takis Xplosion Tortilla Chips	90g	757528023843
Takis Xplosion Tortilla Chips	280g	757528028282
Takis Outlaw Tortilla Chips	90g	757528040659
Takis Outlaw Tortilla Chips	280g	757528040666