

## **Coca-Cola BBQ Giveaway (the “Contest”)**

Participation in the Contest constitutes your full and unconditional acceptance of and agreement to be legally bound by these Contest Rules (the “Contest Rules”).

### **The Sponsor**

1. The Contest is organized and facilitated by Edo Japan Restaurants Ltd. (the “Sponsor” or “Edo Japan”).

### **Contest Period**

2. The Contest begins on August 30, 2021 at 10:00 a.m. Mountain Time (“MT”) and ends on September 06, 2021 at 11:59 p.m. MT (the “Contest Period”).

### **Eligibility**

3. The Contest is open to all residents of Canada, except Quebec, who have reached the age of majority in their province or territory at the time of entry.
4. The Contest is not open to employees (and those with whom such employees are domiciled) of the Sponsor, its affiliated companies or agents, advertising and promotion agencies, and Contest judges.

### **How to Enter**

5. NO PURCHASE NECESSARY. PURCHASE DOES NOT ENHANCE CHANCES OF WINNING.
6. To submit a contest entry and become an entrant (a “Contest Entrant”) you must fill out and submit the contest entry form (available on Edo Japan’s website) with your first name, last name, Instagram handle, email address, and postal code, along with your favorite summer activity. You may have an additional entry per day by commenting your favorite summer activity on the Edo Japan Instagram Post of the prize, posted on July 23, 2021. (“Contest Entry”).
7. You are only permitted two (2) Contest Entries. The first one would be through the entry form on the Edo Japan website and the second would be through commenting on Edo Japan’s Instagram post from August 30th, 2021. If it is discovered by the Sponsor that you attempted to enter more than one Contest Entry per platform per day, all your entries will be void.
8. Use of any automated system to submit a Contest Entry is prohibited and will be disqualified.
9. For the purposes of these Contest Rules, the Contest Entrant is the person whose Facebook or Instagram user account submitted the Contest Entry. It is to this person to whom the prize will be awarded if he/she/they is selected and declared a winner.

### **Criteria for Selecting the Winner**

10. On or around September 07, 2021, the Sponsor (or the Sponsor's agent) will choose one (1) randomly chosen finalist from all eligible Contest Entries (the "Finalist"). The odds of winning will depend on the number of Contest Entries.
11. The contact period will run from September 07, 2021 until September 14, 2021 at 11:59 p.m. MT (the "Contact Period"). The Sponsor will contact the Finalist by notifying the finalist by sending them a message through the Instagram account that was used to submit a Contest Entry or via email.
12. It is your responsibility to ensure that your settings enable you to receive messages and that you check your account for messages or posts. If you are the Finalist, you must respond to the Sponsor's message before the end of the Contact Period. Your failure to respond will disqualify you from the Contest. Disqualification of the Finalist will be at the sole authority and discretion of the Sponsor.
13. If the selected Finalist cannot be contacted by three (3) attempts within the Contact Period then the Finalist will be disqualified from the Contest and forfeits the opportunity to be a winner. The Sponsor, at its sole and absolute discretion, may select another eligible Contest Entry as a Finalist.
14. The Finalist must return to the Sponsor the "Contest Release" and correctly answer the skill-testing question to be administered by the Sponsor within three (3) business days of receiving the Contest Release and skill-testing question ("Contest Release and Skill Period").
15. If the Finalist fails to return the Contest Release and skill-testing question to the Sponsor within the Contest Release and Skill Period, or fails to correctly answer the skill-testing question, which will be determined at the sole and absolute discretion of the Sponsor, the Finalist may be disqualified from the Contest and forfeit the opportunity to be the winner, which will be determined at the sole and absolute discretion of the Sponsor. If the Finalist correctly answers the skill-testing question and signs the Contest Release within the Contest Release and Skill Period, then the Finalist will be declared the contest winner (the "Prize Winner"). The declaration of the Prize Winner is at the sole authority and discretion of the Sponsor.
16. The Prize Winner will be announced on or around September 07, 2021 and any adjustment to this date of announcement is at the sole discretion of the Sponsor.

### **Prize**

17. There will be one (1) prize available to be won, consisting of One (1) Coca-cola Branded BBQ (value of \$250.00), One (1) Picnic Backpack (value of \$80.00), One (1) Light-up Bean Bag Toss Game (value of \$50.00), One (1) Ladderball Game (value of \$30.00), One (1) BBQ Tool Kit (Value of \$40.00), One (1) Set of BBQ Gloves (value of \$16.00), Four (4) Edo Japan Branded Waterbottles (value of \$80.00), Two (2) Adidas Caps (value of \$60.00), One (1) Edo Japan Branded Cooler Bag (value of \$10.00), Four (4) Edo Japan

Teriyaki Sauce Bottles (value of \$27.80), One (1) case of Aha Coca-cola Beverage (value \$5.00), and One (1) Edo Japan Gift Card for \$100 (the “Prize”). One (1) Prize will be awarded to the Prize Winner. The Prize must be accepted as awarded. The Prize will be awarded by pick-up or shipment, or at the Sponsor’s sole discretion.

## **General**

18. By entering the Contest, each Contest Entrant agrees to abide by and be bound by these Contest Rules. By entering the Contest, entrants attest to having read and accepted these Contest Rules. The Contest is subject to all applicable federal, provincial, and municipal laws in Canada. Void where prohibited by law.
19. The Sponsor reserves the right to cancel, suspend, terminate, withdraw, extend, or amend this Contest or the Contest Rules in any way, without prior notice or obligation, and for any reason. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without the right of appeal or review.
20. Any attempt to deliberately undermine the legitimate operation of this Contest is 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, including criminal prosecution.
21. All Contest Entries 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 Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest Entry.

## **Release of Facebook, Instagram, YouTube and Acceptable Contest Entries**

22. The Contest is in no way sponsored, endorsed, or administered by, or associated with, Instagram. Instagram is completely released of all liability by each entrant or participant in this Contest. Any questions, comments, or complaints regarding the Contest must be directed to the Sponsor and not Instagram.
23. All Contest Entrants acknowledge that they agree with and will abide by Instagram’s terms of use and policies. All content posted in connection with the Contest must not violate Instagram’s terms of use, conditions, or policies. The Sponsor reserves the right, in its sole and absolute discretion and at any time, to remove, request the removal, or disqualify Contest Entries that contain Content that is, without limiting: inappropriate, offensive, infringing, or illegal; in violation of Instagram’s policies; or that is in violation of these Contest Rules.
24. The following Content will not be permitted in any circumstances: profanity or offensive language; derogatory characterizations of any ethnic, racial, sexual, or religious groups; Content that endorses or condones any illegal, inappropriate or risky activity or behaviour; and any other Content that is or could be considered inappropriate, unsuitable or offensive.

Any Content that is deemed to contain “spam”, advertisements, or references to other websites will be removed, at the sole authority and discretion of the Sponsor.

25. By submitting a Contest Entry, a participant represents and warrants that they have the right to share the Content they submitted, including any trade-marked or copyrighted material. Participants must not submit third-party material unless they have first obtained the consent from the owner of such material.
26. The views expressed by Contest Entrants on Instagram or any other website or medium do not necessarily represent or reflect the views of the Sponsor, its management or employees. The Sponsor is not responsible for, and disclaims any liability in relation to, the content, comments, or materials posted in Contest Entries or in relation to the Contest.

### **Release and Indemnification of the Sponsor**

27. The Sponsor, their affiliated companies, their advertising and promotional agencies, their respective employees, representatives, agents, partners, officers and directors (the “Released Parties”) shall not be held liable with respect to any technical or communication malfunction which could limit or prevent any person from entering the Contest. The Released Parties shall not be held liable for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading or transmission of any Content or information related to the participation in the Contest.
28. By entering this Contest, entrants agree to release, indemnify and hold harmless the Released Parties from any responsibility regarding bodily harm, reputational harm, loss or any damages whatsoever, caused by their participation or their attempt to participate in the Contest or resulting from acceptance, possession, use or misuse of the Prize.
29. No commercial or other communications unrelated to the Contest will be sent to entrants, unless they have otherwise agreed to receive such communications.
30. By participating in the Contest, each Contest Entrant: (i) grants to the Sponsor the right to use his/her personal information provided when he/she enters the Contest including first and last name, e-mail address, postal code, and phone number (optional) (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Prize Winner and coordinating the provision of the Prize; and (ii) grants to the Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest as set out in paragraph 32 below, without any compensation or notice whatsoever.
31. The Sponsor will not use the Contest Entrant’s e-mail address to send the Contest Entrant any commercial messages that are unrelated to the Contest, unless the Contest Entrant has opted-in to receiving such commercial messages from the Sponsor or the Sponsor is otherwise permitted to send such messages by applicable law. The Sponsor will use the Contest Entrant’s Personal Information only for the purposes identified in these Contest Rules, and it will protect the Contest Entrants’ Personal Information in a manner consistent with the Sponsor’s Privacy Policy at <https://www.edojapan.com/privacy-policy/> and applicable provincial and federal privacy laws.

32. In no event shall the Sponsor, affiliates or agents be required to award more than one (1) prize or to award a prize otherwise than in compliance with these Contest Rules.
33. If a section of these Contest Rules is declared illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.

#### **Forum Selection and Choice of Law**

34. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between each and any Contest Entrant, Finalist, or Prize Winner and the Sponsor in connection with the Contest must be brought before a competent court in and of the province of Alberta and will be exclusively governed by and construed in accordance with the laws of the province of Alberta 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.