

KFC Canada Legendary Deliveries Official Contest Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. When you submit an entry for this Contest, you agree with these Official Rules. The sponsor of this KFC Legendary Deliveries contest (the “**Contest**”) is Kentucky Fried Chicken Canada Company (“**Sponsor**”). When you submit an entry for this Contest, you agree with these Official Contest Rules (the “**Official Rules**”).

Eligibility.

The Contest is open to participants who, as of the date of the submission of their entry, are legal residents of Canada, excluding Quebec (the “**Territory**”), who are at least 16 years of age. The Contest is void outside of the Territory and where prohibited or restricted by law. Directors, officers, employees, contractors, agents and representatives of Sponsor, or of its parents, subsidiaries or affiliates, (collectively, the “**Contest Entities**”), along with the members of those individuals’ immediate families or households, are not eligible to participate in the Contest. Only participants in the Greater Toronto Area will be eligible to win one of the Grand Prizes (as defined below).

Employees of the NBA Properties, Inc., the National Basketball Association (the “**NBA**”), and the NBA member teams (collectively, the “**NBA Entities**”), including affiliates, agents and immediate family members and/or those living in the same household of such employees, are not eligible to enter or win the Contest.

A participant that is under the age of majority in his or her province of residence that is at least 16 years of age before the commencement of the Contest Period (a “**Minor**”) may enter this Contest and provide information only with the explicit consent of his or her parent or legal guardian. Furthermore, the Official Rules shall apply to both the Minor and to the Minor’s parent or legal guardian. The Contest Sponsors reserve the right, in their sole and absolute discretion, to contact the parent or legal guardian of any eligible participant who is a Minor at any point during the Contest for the purposes of verifying such parent or legal guardian’s: (i) agreement to be legally bound by these Official Rules; (ii) consent to the Minor’s participation in the Contest; and (iii) consent to the collection of the Minor’s personal information in connection with the Contest. If the Minor refuses to provide his or her parent or legal guardian’s contact information at the request of the Contest Sponsors, then such Minor shall be disqualified from participating in the Contest, at the sole and absolute discretion of Sponsor. If a Minor is selected as a potential winner of a prize (as described below), the prize shall not be awarded to the Minor unless both the Minor and the Minor’s parent or legal guardian have signed and returned the Declaration and Release Form as described in these Official Rules. The prize will be delivered to the Minor’s parent or legal guardian.

Contest Period.

The Contest entry period will be open from Friday, January 25, 2019 at 12:01PM Eastern Time (“**ET**”) to Wednesday, April 11, 2019 at 11:59PM ET (the “**General Contest Period**”). To be eligible to win one of the Grand Prizes (as defined below), participants must reside in the Greater Toronto Area and must submit their entry to the Contest between Friday, January 25, 2019 at 12:01PM ET and Sunday, February 17 at 11:59PM ET (the “**Grand Prize Contest Period**” and together with the General Contest Period, the “**Contest Period**”). To be eligible to win one of the Secondary Prizes (as defined below), participants must

submit their entry to the Contest during the General Contest Period. Entries must be received by Sponsor in accordance with the process outlined below in these Rules.

Entry Process & Requirements

Participants may enter the Contest by ordering KFC delivery online through order.kfcdelivery.ca (the “**Website**”) and choosing to enter the Contest by clicking the “check-box” that appears at check-out. Each time a participant places a new order through the Website during the Contest Period, such participant will be permitted to enter an additional entry into the Contest, in accordance with these Official Rules. Each entry constitutes one (1) ballot entry into the random draw that is described in the section entitled “Winner Selection” set out below in these Official Rules. Any order must conform to any requirements that may be set out in these Official Rules. All entries will be stored in a Contest database and corresponding entries will be drawn in accordance with these Official Rules.

As an alternative form of entry, an eligible participant may send via regular letter mail a single page bearing entrant’s full name, phone number, email address and favourite KFC meal to: KFC Legendary Deliveries, 191 Creditview Road, Suite 100, Vaughan, Ontario, L4L 9T1 during the Contest Period. Each letter received by Sponsor shall constitute one (1) ballot entry into the random draw that is described in the section entitled “Winner Selection” set out below in these Official Rules. Limit of one (1) ballot entry per individual throughout the Contest Period. In the event that a participant who is a Minor seeks to enter the Contest via this alternative form of entry, the Minor must also provide his or her parent or legal guardian’s contact information for the purposes described in the “Eligibility” section above.

The failure to submit all required information in the manner required in these Official Rules may result in the disqualification of an entry, as determined by Sponsor in its sole discretion. All entries become the exclusive property of Sponsor and such entries will not be acknowledged. Proof of submission of an entry will not be deemed to be proof of receipt by Sponsor. All entrants, participants and entries are subject to verification by Sponsor, as are the eligibility, age and other claims of/information provided by an entrant or potential prize winner. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the associated entrant disqualified. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

Sponsor is not responsible for computer or network problems, problems with servers, problems with accounts or the failure to receive any entry for any reason whatsoever. By entering the Contest by ordering KFC delivery online through the Website, each entrant represents and warrants that he or she has obtained the consent of the person to whom the KFC Legendary Delivery is to be delivered (the “**Recipient**”) (in the event that such Recipient is not the entrant) to (i) receive the KFC Legendary Delivery from the Sponsor (or a third party designated by Sponsor) and (ii) be contacted by Sponsor (or a third party designated by Sponsor) in connection with the Contest or the KFC Legendary Delivery.

Prohibited Content.

Entries must not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy, publicity or other moral rights. Entries must NOT contain or consist of: (a) advertising or commercial content for any party other than Sponsor; (b) content that endorses/promotes illegal or harmful activity; (c) violent, profane, vulgar, obscene, defamatory or otherwise objectionable

material; (d) adult material; or (e) defamatory content. Sponsor reserves the right to disqualify any participant who violates these prohibitions or any other provision of these Official Rules, or that could damage the reputation or business of Sponsor, as determined by Sponsor in its sole discretion. Your entry may not make unauthorized use of, or violate, any rights of any third party, and that, if necessary, you can provide proper permissions in a form acceptable to Sponsor.

By submitting an entry, the entrant represents and warrants that the submitted entry complies with all requirements of these Rules, and that the entrant will indemnify, defend and hold the Contest Entities harmless from and against any breach of such representation and warranty.

Consent and Grant of Rights. By submitting an entry, entrants on their own behalf and on behalf of any Recipients or other persons present for the KFC Legendary Delivery or the award and/or fulfillment of any of the Prizes, consent to being filmed, photographed and otherwise recorded during (i) the award and/or fulfillment of any Prizes; (ii) during the home visit from the NBA Legend Alumni player; and (iii) and as otherwise requested by Sponsor in connection with the Contest. In connection with the foregoing, entrants and Recipients agree to hereby grant the Sponsor, the Contest Entities and NBAP and the Partner the non-exclusive, irrevocable, perpetual, gratis and royalty-free right and license to use, reproduce, display, publish and otherwise exploit the entrant's name, likeness, image, persona, voice, biographical information, signature and performance (including, but not limited to, as filmed, captured or otherwise recorded in connection with this Contest or any related promotional or marketing initiative of Sponsor) in any media now known or hereafter devised for any legitimate business purpose, including but not limited to, any and all commercial, advertising and promotional activities, without any further compensation or any right of approval or review, except where prohibited by law. In addition, by entering the Contest, each entrant verifies his or her identity for the purposes of the foregoing.

By submitting an entry, entrants grant Sponsor a perpetual (or for the term of the protection granted by the relevant intellectual property rights), worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the entry, in whole or in part, with or without modifications, in any form or medium (including but not limited to: internet, any printed medium distributed via press, billposting, point of sale advertising, flyers, leaflet, etc.), whether now existing or later developed, for entertainment, promotional and/or advertising purposes and/or any other purpose. To the greatest extent permitted by law, entrants agree not to invoke any so-called moral rights in relation to their entry (including, without limitation, the right to be identified as the creator of the work and the right to object to derogatory treatment of the work). For the avoidance of doubt, the license referred to in this paragraph is a fully paid-up license. By entering you agree to confirm in writing the license grant referred to in this paragraph as a condition of being selected as a winner. By entering, you guarantee that your entry is original as referred to above, and that you have all necessary rights to provide the entry and to grant to Sponsor the rights set out in these Official Rules, as well as the consent of any person that may be identified, depicted or referred to in the entry. You will indemnify and hold Sponsor harmless for any breach of these provisions. Only the winners will receive a prize according to the next paragraph: "Prizes".

Prizes.

There are a total of thirteen (13) prizes available to be won (the "**Prizes**"). Of the Prizes, there are three (3) Grand Prizes and ten (10) Secondary Prizes. Each participant may only win one Prize (either a

Grand Prize or a Secondary Prize). Each entrant's chances of winning a Prize depend on the number of eligible entries received by Sponsor in the Contest.

Each of the three (3) Grand Prizes consists of:

- A home visit from an NBA Legend Alumni player, at a time to be determined by Sponsor in its sole discretion;
- A customized pair of Nike shoes, approximate value of CAD\$1000.00;
- An NBA prizing pack, approximate value of CAD\$400.00; and
- A KFC Canada gift card of CAD\$100

The total approximate value of each Grand Prize to be awarded is CAD\$1,500.00.

Each of the ten (10) Secondary Prizes consists of:

- A customized pair of Nike shoes, approximate value of \$1000;
- An NBA prizing pack, approximate value of \$400; and
- A KFC Canada gift card of \$100

The total value of each Secondary Prize to be awarded is CAD\$1,500.00.

The Prizes are non-transferable, non-assignable, nonnegotiable, and not redeemable for cash or credit. Prizes must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. All Contest winners are solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with the Prizes awarded, redeemed, received and used. Non-compliance with any of the foregoing and any other condition of these Official Rules may result in disqualification and forfeiture of Prizes, in which case, no prize or other consideration will be awarded.

Winner Selection.

There will be three (3) potential winners chosen by random draw for the Grand Prizes from all eligible entries received that are received during the Grand Prize Contest Period. The random draw for the three (3) Grand Prizes will be conducted by Sponsor or its agent at 9:00 AM ET on February 19th, 2019 (the "**Grand Prize Draw**") at the Sponsor offices, 191 Creditview Road, Suite 100, Vaughan, Ontario, L4L 9T1.

There will be ten (10) potential winners chosen by random draw for the Secondary Prizes from all eligible Entries received during the Contest Period. The random draw for the ten (10) Secondary Prizes will be conducted by the Contest Sponsor or its agent at 9:00 AM ET on April 11th, 2019 (the "**Secondary Prize Draw**") at the Sponsor offices, 191 Creditview Road, Suite 100, Vaughan, Ontario, L4L 9T1.

Before being declared a winner, entrants selected by random draw as the potential winners will be required to correctly answer, unaided, a mathematical skill-testing question administered over email

when the entrant is notified of being a potential winner by Sponsor or its agent, to be declared a winner of the applicable Grand Prize or Secondary Prize.

Notification/Announcement of Winners.

The potential winners of each of the three (3) Grand Prizes will be selected at the Grand Prize Draw. Within twelve (12) hours of the Grand Prize Draw, the potential winners will be notified and provided with a mathematical skill-testing question by email through their applicable entry information and each potential winner must confirm their acceptance of their Grand Prize and answer the mathematical skill-testing question within twelve (12) hours of such notification by contacting Sponsor by reply email. The Sponsor reserves the right to disqualify any winner who does not confirm acceptance of their Grand Prize or correctly answer the skill-testing question in accordance with these Official Rules, and reserves the right to select an alternate winner in such event. You acknowledge that should you win the Contest, Sponsor may publicly announce your name as a winner of the Contest, including in any advertisements, promotions and on or through Sponsor's official social media channels.

The potential winners of each of the ten (10) Secondary Prizes will be selected at the Secondary Prize Draw. Within twelve (12) hours of the Secondary Prize Draw, the potential winners will be notified and provided with a mathematical skill-testing question by email through their applicable entry information and each potential winner must confirm their acceptance of the Prize and answer the mathematical skill-testing question within twelve (12) hours of such notification by contacting Sponsor by reply email. The Sponsor reserves the right to disqualify any winner who does not confirm acceptance of the Prize and answer the skill-testing question in accordance with these Official Rules, and reserves the right to select an alternate winner in such event. You acknowledge that should you win the Contest, Sponsor may publicly announce you name as a winner of the Contest following the close of the Contest, including in any advertisements, promotions and on or through Sponsor's official social media channels.

Prize Conditions.

Save as may be required by any applicable mandatory laws, the Prizes are provided as-is with no express or implied warranty or guarantee. Sponsor will require all potential winners, and where applicable, each recipient, to sign and return an affidavit of eligibility, and a liability release / participation terms / publicity release and license in the form provided by Sponsor that: (a) in a manner consistent with these Official Rules releases Sponsor from any liability in connection with winner and recipient(s) participation in the Contest and Prizes; and (b) indicates agreement of the potential winner / recipient that Sponsor may use, reproduce, display, publish and otherwise exploit the entrant's name, likeness, image, persona, voice, biographical information, signature and performance (including, but not limited to, as filmed, captured or otherwise recorded in connection with this Contest or any related promotional or marketing initiative of Sponsor) in any media now known or hereafter devised for any legitimate business purpose, including but not limited to, any and all commercial, advertising and promotional activities, without any further compensation or any right of approval or review, except where prohibited by law. To the extent permitted by applicable law, refusal or inability to sign and return such forms within forty-eight (48) hours of receipt may result in disqualification of the potential winner and the awarding of the Prize to an alternate winner, as determined in Sponsor's sole and absolute discretion.

To be declared a winner and receive a Prize, each potential winner (or his/her parent or legal guardian in the case of a minor) must first correctly answer a mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise, to be administered by email as described above.

Liability Release.

Sponsor accepts no responsibility for loss, damage or claims caused by the awarded prizes or the Contest itself. By entering the Contest, all entrants forever release and hold harmless the Contest Entities and their employees, officers and directors from any and all liability for any injuries, loss, death, or damage of any kind arising from or in connection with the Contest or any prize won, subject to applicable law.

Without limiting the release of liability provisions herein, and for greater certainty, by entering and participating in the Contest each entrant acknowledges and agrees that the Contest Entities will not be liable for: a) any incorrect or inaccurate information, communicated or published in connection with Contest by the Contest Entities, on or through the Website, these Official Rules or any promotional, marketing and advertising materials; b) the malfunction of any equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of entries in the Contest; c) any error, omission, interruption, deletion, defector delay in operation of the Contest or any transmission in connection with the Contest; d) any communications line failure, theft, destruction or unauthorized access to, or alteration of, entries; e) any problems with, or technical malfunction of, the Website, any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, or failure of email which may occur for any reason whatsoever, including technical problems or traffic congestion on the internet or at any website or combination thereof; or e) any injury or damage to entrants' or to any other person's computer related to or resulting from participating or downloading materials in this Contest, ALL SUBJECT TO APPLICABLE LAW. Entrant agrees to further confirm all of the foregoing in writing upon request from Sponsor as a prior condition to receiving any prize.

Privacy and Data.

By entering this Contest and voluntarily providing certain personal information through the entry process ("**Registrant Information**"), entrants consent to the collection and use by Sponsor of the Registrant Information to (i) administer the Contest; and (ii) publicize, promote and advertise the Contest. Entrants also expressly acknowledge, agree and consent to the application of Sponsor's Privacy Policy to the collection, use and disclosure of an entrant's Registrant Information, including the sharing of an entrant's Registrant Information with third party service providers and partners for the purposes of Contest administration and prize fulfillment and related publicity. Sponsor's Privacy Policy is available here: <https://www.kfc.ca/privacy>

Interpretation and Disputes.

By participating in the Contest, all entrants declare that they have read, understood, complied and are bound by these Official Rules. All entrants further acknowledge and agree that all decisions by Sponsor are final and that they shall abide by such decisions. The Contest and these Official Rules and any disputes pertaining thereto shall be governed by the laws of Ontario, and shall be resolved in the courts of Toronto, Ontario.

Miscellaneous.

The Contest is void where prohibited. If any provision or part-provision of these Official Rules is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Official Rules. To the extent permitted by applicable law, the Sponsor may suspend, modify or terminate the Contest if it believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Contest, in which case the Prize will be awarded among the eligible entries received that were unaffected by the problem, if possible. Any attempt to by an entrant to deliberately sabotage or undermine the legitimate operation of the Contest is a violation of these Official Rules and of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law and may disqualify any entrant that is suspected of tampering with the operation of the Contest, in Sponsor's sole and absolute discretion.

Indemnification of NBA Entities and Rogers Media Inc.

The NBA Entities and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents as well as Rogers Media Inc. and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents (collectively, the "Releasees") shall have no liability to the Contest entrants or winners and will be released and held harmless by same from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this Contest, save for as a result of negligence or misconduct on the part of any one or more of the Releasees.

NBA Intellectual Property

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