

THE KELSEY'S \$500 CARA GIFT CARD DRAW (THE "DRAW")
OFFICIAL RULES AND REGULATIONS

This Draw is intended for viewing and participation in Canada (excluding the Province of Québec) only and shall be construed and interpreted in accordance with the federal laws of Canada (excluding the laws of the Province of Québec). Please do not enter if you are not a legal resident of, and not located in, Canada (excluding the Province of Québec) at the time of entry. VOID IN QUÉBEC AND WHERE PROHIBITED BY LAW.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. **ENTRY PERIOD:** The Draw entry period (the "**Entry Period**") begins on Monday, December 29, 2008 at 12:01 a.m. (EST) and ends on Sunday, January 3, 2010 at 11:59 p.m. (EST).
 2. **HOW TO ENTER: No purchase necessary – see Rule #3 for instructions on entering for free without purchase.** A Survey invitation will be offered to customers of participating Kelsey's restaurant locations throughout the Entry Period. The Survey invitation will be on your receipt. There are two (2) ways to enter the Draw: 1) Online: Visit www.kelseysfeedback.com (the "**Website**"); or 2) By telephone: Call the toll-free number indicated on the Survey invitation using a touchtone phone. Upon accessing the Website or the toll-free telephone line, you will need to enter your Survey identification as shown on the Survey invitation and follow the instructions to register and log in. Once you have successfully registered and logged in, you will be required to respond to a short questionnaire (the "**Survey**"). Any incomplete Surveys will not be accepted. Once you have completed the Survey and successfully submitted it, you will earn one (1) entry into the Draw. Limit of one (1) entry per customer per week, regardless of method of entry. If it is discovered that any customer entered or attempted to enter more than **once per week**, all additional entries will be declared null and void.
 3. **TO ENTER FOR FREE WITHOUT MAKING A PURCHASE:** Hand print your name, complete address, postal code, daytime telephone number, including area code, on a 3" x 5" piece of paper and mail it in a #10 envelope to: "Kelsey's Draw – Free Entry", 199 Four Valley Drive, Vaughan, ON, L4K 0B8. Entry requests must be postmarked and received by Thursday, December 31, 2009. Limit of one (1) entry request per postmarked outer envelope up to a maximum of two (2) entry requests per person, per month, during the Entry Period. Entry requests mechanically reproduced or made in any fashion other than as specified herein are void. No metered mail, copies, facsimiles, or mechanical reproductions will be accepted.
 4. **ELIGIBILITY:** This Draw is open to legal residents of Canada (excluding the Province of Québec) who have reached the age of majority in their province or territory of residence, and who are not employees, directors or officers of Kelsey's, a division of Kelsey's Restaurants Inc., Cara Operations Limited, or Tell Us About Us Inc. (which three companies are collectively referred to herein as the "**Sponsor**"), their affiliated companies, agents or representatives, and their respective advertising and promotional agencies, anyone else involved in the development or execution of this Draw, and all persons with whom any of the foregoing are domiciled, and members of their respective Immediate Families. "**Immediate Family**" means the spouse of a person, and the mother, father, brother, sister, son and daughter of a person and of his/her spouse. The Draw is void in Québec and where prohibited by law and is subject to all applicable federal, provincial and local and municipal laws and regulations.
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5. **RANDOM DRAWS:** There will be twenty-six (26) random draws (each, a “**Random Draw**”) held as part of the Draw. The Random Draws will be held at approximately 12:00 p.m. on each of the following dates:

- (a) Monday, January 12, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, December 29, 2008 and on or before 11:59 p.m. (EST) on Sunday, January 11, 2009;
 - (b) Monday, January 26, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, January 12, 2009 and on or before 11:59 p.m. (EST) on Sunday, January 25, 2009;
 - (c) Monday, February 9, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, January 26, 2009 and on or before 11:59 p.m. (EST) on Sunday, February 8, 2009;
 - (d) Monday, February 23, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, February 9, 2009 and on or before 11:59 p.m. (EST) on Sunday, February 22, 2009;
 - (e) Monday, March 9, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, February 23, 2009 and on or before 11:59 p.m. (EST) on Sunday, March 8, 2009;
 - (f) Monday, March 23, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, March 9, 2009 and on or before 11:59 p.m. (EST) on Sunday, March 22, 2009;
 - (g) Monday, April 6, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, March 23, 2009 and on or before 11:59 p.m. (EST) on Sunday, April 5, 2009;
 - (h) Monday, April 20, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, April 6, 2009 and on or before 11:59 p.m. (EST) on Sunday, April 19, 2009;
 - (i) Monday, May 4, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, April 20, 2009 and on or before 11:59 p.m. (EST) on Sunday, May 3, 2009;
 - (j) Monday, May 18, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, May 4, 2009 and on or before 11:59 p.m. (EST) on Sunday, May 17, 2009;
 - (k) Monday, June 1, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, May 18, 2009 and on or before 11:59 p.m. (EST) on Sunday, May 31, 2009;
 - (l) Monday, June 15, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, June 1, 2009 and on or before 11:59 p.m. (EST) on Sunday, June 14, 2009;
 - (m) Monday, June 29, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, June 15, 2009 and on or before 11:59 p.m. (EST) on Sunday, June 28, 2009;
 - (n) Monday, July 13, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, June 29, 2009 and on or before 11:59 p.m. (EST) on Sunday, July 12, 2009;
 - (o) Monday, July 27, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, July 13, 2009 and on or before 11:59 p.m. (EST) on Sunday, July 26, 2009;
 - (p) Monday, August 10, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, July 27, 2009 and on or before 11:59 p.m. (EST) on Sunday, August 9, 2009;
 - (q) Monday, August 24, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, August 10, 2009 and on or before 11:59 p.m. (EST) on Sunday, August 23, 2009;
 - (r) Monday, September 7, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, August 24, 2009 and on or before 11:59 p.m. (EST) on Sunday, September 6, 2009;
 - (s) Monday, September 21, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, September 7, 2009 and on or before 11:59 p.m. (EST) on Sunday, September 20, 2009;
 - (t) Monday, October 5, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, September 21, 2009 and on or before 11:59 p.m. (EST) on Sunday, October 4, 2009;
 - (u) Monday, October 19, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, October 5, 2009 and on or before 11:59 p.m. (EST) on Sunday, October 18, 2009;
 - (v) Monday, November 2, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, October 19, 2009 and on or before 11:59 p.m. (EST) on Sunday, November 1, 2009;
 - (w) Monday, November 16, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, November 2, 2009 and on or before 11:59 p.m. (EST) on Sunday, November 15, 2009;
 - (x) Monday, November 30, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, November 16, 2009 and on or before 11:59 p.m. (EST) on Sunday, November 29, 2009;
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(y) Monday, December 14, 2009 from eligible entries received from 12:00 a.m. (EST) on Monday, November 30, 2009 and on or before 11:59 p.m. (EST) on Sunday, December 13, 2009; and

(z) Monday, January 4, 2010 from eligible entries received from 12:00 a.m. (EST) on Monday, December 14, 2009 and on or before 11:59 p.m. (EST) on Sunday, January 3, 2010.

Each of the Random Draws will be held at the office of Tell Us About Us Inc. at 4-90 Market Avenue, Winnipeg, Manitoba R2B 0P3. At each Random Draw, one (1) entry will be randomly drawn from among all eligible entries received during the Entry Period within the applicable eligibility period for that Random Draw as listed above. For each Random Draw, the entry drawn is referred to herein as the “**Potential Winner**”. The Potential Winner will be notified by an agent of the Sponsor by telephone call to the telephone number indicated on the entry within five (5) days following the Random Draw. In order to win a Prize, each Potential Winner must first correctly answer, unaided, a time-limited mathematical skill-testing question which will be administered by the Sponsor’s agent by telephone at a mutually convenient time, as a condition of winning. Should any Potential Winner not be reached during the aforesaid five (5) day period following any Random Draw for any reason, including, but not limited to, the fact that a Potential Winner has a call privacy feature on his/her telephone, or if any Potential Winner fails to correctly answer the skill-testing question, or if any Potential Winner does not meet all of the conditions as set out herein, then the Prize shall be automatically forfeited by that Potential Winner and an additional random draw will be made from among the remaining entries received prior to the specified time related to the initial random draw for that Prize on the previous Monday to determine an alternate Potential Winner for such Prize. An agent of the Sponsor shall attempt to contact the new Potential Winner within five (5) days of such selection and such selection will be otherwise subject to the same conditions as set out in this paragraph. No telephone contact will be made or other communications sent to any entrants other than the Potential Winners who are selected.

6. **DRAW PRIZE:** There are twenty-six (26) Draw Prize(s) (each, a “**Prize**”) available to be won in this Draw, each consisting of a \$500 Cara Gift Card. The odds of winning depend on the total number of eligible entries received prior to each draw during the Entry Period. Prizes are not transferable and must be accepted as awarded, with no substitutions of any kind, except by the Sponsor, who reserves the right to substitute a Prize (or a portion thereof) of comparable or greater value, at its sole discretion. Taxes, if any, associated with Prize acceptance are the Winner’s responsibility. Eligible Canadian winners will each receive one \$500 Cara Gift Card. No person may be awarded more than one Prize.
7. **ACCEPTANCE OF PRIZES:** By accepting a Prize, each Winner consents to the use of his/her name, address, voice, and statements relating to the Draw or the Sponsor, and photographs or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by Sponsor or any related entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

CONDITIONS OF ENTRY:

8. **By entering, entrants (i) acknowledge compliance with these Official Rules including all eligibility requirements and, (ii) agree to be bound by the decisions of the Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to this Draw. Entrants who have not complied with these Official Rules are subject to disqualification.**
 9. Any Survey invitations obtained through unauthorized or illegitimate sources/channels, including any Survey invitations purchased or obtained online, or at a live auction; or which are not original, are illegible, have been tampered with, mutilated, altered, reproduced, stolen, forged, counterfeited,
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irregular, marked improperly; or which contain printing or production errors, or any errors in any way, will be void in the sole discretion of the Sponsor.

10. All entries shall automatically become the property of the Sponsor and will not be returned. The Sponsor shall not be responsible for entries not received or not considered eligible due to incomplete, unclear or indecipherable information, failed or interrupted network connections or other mechanical or technical problems, however caused, including a busy phone signal. The Sponsor shall have no liability for lost, stolen, delayed, damaged, destroyed, late or misdirected entries, or for any failure of the Internet or any Kelsey's website or features on any Kelsey's website during the Entry Period, or for any other problems, including the failure to have cookies enabled, or mechanical or technical malfunction of, or damage to, any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, for failure of any entry to be received by the Sponsor for any reason, for damage to an entrant's or any other person's computer or for breaches of privacy due to interference by third party computer "hackers".
 11. The Sponsor reserves the right, in its sole and absolute discretion, to cancel or suspend this Draw at any time without notice should a virus, bug or other cause beyond the reasonable control of the Sponsor corrupt the security or proper administration of this Draw. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Draw, including but not limited to any fraudulent claims, may be a violation of criminal and civil laws, and should an attempt be made to do so, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution and/or the right to ban and/or disqualify an entrant from this and any future contests or promotions involving the Sponsor. Any entrant engaging in any of the foregoing activities may be disqualified and will forfeit any Prize won.
 12. All entries are subject to verification and will be declared invalid if they are illegible, damaged, incomplete, forged, falsified, altered or tampered with in any way. The Sponsor shall not be responsible for any errors or omissions in printing or advertising this Draw.
 13. As a condition of winning, each Potential Winner must sign and return a Declaration and Release confirming compliance with these Official Rules, and releasing the Sponsor and any other person or entity associated in any way with the Draw, and all of their respective affiliates, subsidiaries, directors, officers, shareholders, owners, partners, employees, agents and their respective advertising and promotional agencies, and any of their respective successors and assigns, from any and all liability arising in connection with the Draw, including, without limitation, liability arising from the acceptance and use of any Prize as awarded. Potential Winners may also be required to provide the Sponsor with photo identification as evidence of their identity, age and/or residence.
 14. By entering the Draw, each entrant automatically consents to the use and publication of the entrant's name, city of residence, photograph, voice and/or image for any publicity and programming purposes, commercial or otherwise, in any and all media used by the Sponsor and its advertising and promotional agencies with respect to the Draw, without payment or compensation, throughout the world in perpetuity.
 15. Further, by entering the Draw, each entrant automatically accepts these Official Rules, which are subject to change without notice. All entrants must comply with these Official Rules, and each entrant will be deemed to have received and understood these Official Rules by entering the Draw. The terms of this Draw, as set out in these Official Rules, are not subject to amendment or counter-offer, except as set out herein.
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16. By entering the Draw, each entrant automatically releases the Sponsor and any other person or entity associated in any way with the Draw, and all of their respective affiliates, subsidiaries, directors, officers, shareholders, owners, partners, employees, agents and their respective advertising and promotional agencies from any and all liability arising in connection with the Draw, including, without limitation, the selection of the Prize winners and the administration of the Draw.
 17. The Sponsor reserves the right to terminate, close or suspend the Draw for any reason at any time during the Entry Period, in its sole and absolute discretion and without prior notice. For greater certainty, the Sponsor reserves the right to decide not to hold any number of the Random Draws described in Rule #5 above, as a result of any termination, closure or suspension of the Draw as provided for herein.
 18. Any dispute relating to the Draw (including, without limitation, a dispute as to whether an entrant has complied with all of these Official Rules) shall be resolved by the Sponsor, in its sole and absolute discretion, and the decision of the Sponsor shall prevail. All decisions of the Sponsor shall be final.
 19. If a dispute arises regarding the identity of the person who submitted an online entry, the entry will be deemed to be submitted by the Authorized Account Holder of the email address provided at the time of entry. “**Authorized Account Holder**” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.
 20. The Draw and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and the Sponsor in connection with the Draw, shall be governed exclusively by, and construed in accordance with, the substantive laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Toronto, Ontario. All entrants consent to the jurisdiction and venue of the province of Ontario.
 21. The invalidity or unenforceability of any provision of these Official Rules 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In particular, Sponsor’s employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever.
 22. All trademarks, product names, company names and logos referred to herein are and shall remain the property of their respective owners.
 23. The Sponsor is collecting personal information about entrants received from Draw entries for the purpose of administering this Draw, and the personal information collected by the Sponsor while administering this Draw will be used to select and contact Winners and Potential Winners, in accordance with these Official Rules, and will be handled in accordance with Canadian privacy laws and the Kelsey’s privacy policy which can be found at <http://www.kelseys.ca/en/global/privacyPolicy.aspx>. Personal information about entrants will also be used by the Sponsor for marketing and promotional purposes which may include, by way of example, sending updates on special events, and advance notice of other contests or other promotions, new products and restaurant openings.
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24. In the event of any conflict with any Draw details contained in these Official Rules and Draw details contained in any Draw materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Draw as set forth in these Official Rules shall prevail.
