

## WIN A BROIL KING BARBECUE CONTEST

THE WIN A BROIL KING BARBECUE CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ALBERTA OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

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

(a) be a legal resident the province of Alberta;

(b) be of the age of majority in his/her province or territory of residence or older at the time of entry.

Employees of Barbeque Country Ltd. ( the "Sponsor"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsor 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 Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor 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 begins at 9:00 a.m. Mountain Daylight Time ("MDT") on the 1st day of April 2012, and ends at 2:00 p.m. on the 1st day of December 2012 (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

(a) There is no purchase necessary to enter the Contest. Enter online, complete and submit the entry form located at <http://www.barbecuecountry.com> using the promotional code. "ETW2012BK".No entries will be accepted by any other means.

(b) Limit of one (1) entry per person during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.

(c) All entries become the sole property of the Sponsor. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.

(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 purpose of the Contest Rules, "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 Sponsor with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

#### 4. PRIZE.

(a) Grand Prize. There is one (1) grand prize ("Prize") available to be won by the prize winners ("Winner") consisting of a Broil King Regal 420 propane barbecue. The Prize has an approximate value of 649 dollars and 99 cents (CDN \$649.99).

(b) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

(c) Prize will be available within one (1) day after Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

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

(e) The Sponsor shall not assume any liability for lost, damaged or misdirected Prizes.

#### 5. WINNER SELECTION.

One (1) Winner shall be selected as follows:

(a) On or about December 1, 2012 in Edmonton, Alberta, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor.

(b) THE SELECTED ENTRANT WILL BE NOTIFIED BY E-MAIL ON OR ABOUT DECEMBER 7, 2012 AT 4 P.M. AND MUST RESPOND WITHIN FOURTEEN (14) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by e-mail or telephone to the contact number provided in the notification, and the selected entrant's response must be received by the Sponsor within fourteen (14) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules,

(c) 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 after the Contest's closing date to award the correct number of Prizes.

6. INDEMNIFICATION BY ENTRANT. By entering the Contest, entrant releases and holds Releases harmless from any and all liability for any injuries, loss or damage of any kind to the entrant 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 entrant agrees to fully indemnify Releases from any and all claims by third parties relating to the Contest, without limitation.

7. **LIMITATION OF LIABILITY.** The Sponsor assumes 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 Sponsor is 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 Sponsor assumes 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 Sponsor is 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 Sponsor is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this 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 Sponsor assumes 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 Sponsor, 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 this Contest, the Contest Website.

8. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves 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:, the Contest Website and/or;

(c) 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, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.**

9. **PRIVACY / USE OF PERSONAL INFORMATION.**

(a) By participating in the Contest, entrant: (a) grants to the Sponsor 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 and (b)

acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (a) above.

(b) The Sponsor 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 the Barbecue Country Privacy Policy at: <http://www.barbecuecountry.com/policies.html>

10. 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 Sponsor 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.

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

12. LAW. These are the official Contest Rules. The Contest is 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 Sponsor. 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 Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario 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

13. 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..