

# <u>Turtle Jack's Muskoka Grill</u> Madrid Getaway Contest

ONE (1) GRAND PRIZE: A four (4) night stay at the Hotel Montera in Madrid for two (2) guests, including a 4-hour Spanish cooking class, a private half-day street art, tapas and tastings, and food tour, \$250.00 CAD allowance per evening of stay for food, beverages, or any other activities, round-trip economy class airfare from Toronto Pearson Airport, or, if the winner resides in British-Colombia, their chosen international airport in the province of British-Colombia, to Adolfo Suarez Madrid – Barajas Airport, and white glove service provided by a dedicated fulfillment concierge to book the experience package inclusions (the "Grand Prize")

### **CONTEST RULES AND REGULATIONS (the "Contest Rules")**

#### 1. THE CONTEST AND THE CONTEST PERIOD

Turtle Jack's Muskoka Grill's Getaway contest (the "**Contest**") commences at 11:00 a.m. EST on October 7, 2025, and ends at 11:59 p.m. EST on November 16, 2025 (the "**Contest Period**").

By entering the Contest, participants agree to be bound by these Contest Rules. All decisions made by MTY Franchising Inc. and Turtle Jack's Muskoka Grill, as it may apply, (herein after "MTY") with respect to any aspect of this Contest, including without limitation, the eligibility of the Contest Entries (as hereto defined), are final and binding on all participants in all matters as they relate to this Contest. MTY, without limitation, will not be liable for any failure of its email host address during the Contest, for technical malfunctions or any other problems that may occur during the Contest Period as it relates to online Contest Entries. MTY reserves the right to amend or terminate the Contest at any time without liability. Any amendments to the Contest Rules will be available online at (turtlejacks.com/savourtheseason).

## 2. ELIGIBILITY

The Contest is open to residents of Ontario and British-Colombia who have reached, at the time of participation, the age of majority and the legal drinking age of their province of residence and of the province where the Madri product was purchased in the Participating Location (as defined below), as it pertains to the selected Entry Method as hereto defined (the "Participant"), but it excludes employees of MTY, any affiliates and/or related companies, subsidiaries, divisions (the "Affiliates"), sponsors, prize sponsors, promotional and advertising agencies as well as the parents, siblings and children of any such employees and any person domiciled with such employees.

## 3. HOW TO ENTER

No purchase is necessary to enter or win. Purchasing a Madri product does not increase the odds of winning.

To enter the Contest (a "Contest Entry") complete one or more of the following methods below during the Contest Period (the "Entry Method"):

- 1) Upon the purchase of any Madri product from any Turtle Jack's location, excluding the following;
  - Turtle Jack's Port Carling, located at 123 Medora Street, Port Carling (Ontario) P0B 1J0;
  - Turtle Jack's Parry Sound, located at 22 Bay Street, Parry Sound (Ontario) P2A 1S5;



 Turtle Jack's Sussex Centre, located at 50, Burnamthorpe Road West, Mississauga (Ontario) L5B 3C3.

(the "Participating Location(s)"), the Participant will be able to scan the QR code on the billfold which will prompt the Participant to submit a Contest Entry on the Contest's webpage, which will be hosted on the Turtle Jack's website (https://turtlejacks.com/savourtheseason). A Participant can submit an unlimited number of entries.

2) A Participant can enter the Contest with no purchase necessary by visiting the following website: turtlejacks.com/savourtheseason. A Participant can submit an unlimited number of entries.

To submit a valid Contest Entry, each Participant must provide their first name, last name, email address, postal code, favorite Turtles Jack's location and phone number, and must confirm their agreement with these official Contest Rules.

Once submitted, a Contest Entry form cannot be deleted, canceled, or modified. Any Contest Entry that is incomplete, lost, violates the Contest Rules, or is received after the Contest Period has ended will be automatically disqualified.

Any person entering this Contest or attempting to do so in a manner that is unfair to other participants, contrary to the Contest Rules, unlawful or submitted through illicit means, specifically but not limited to, using any robotic or automated program to increase the odds of winning, will be automatically disqualified and may be subject to any legal proceedings.

# 4. THE GRAND PRIZE DRAW

A random draw for the Grand Prize will take place at 3380 South Service Road, Burlington (Ontario) L7N 3J5 from among the eligible Contest Entries (the "**Grand Prize Draw**"). The first Contest Entry drawn will be eligible to win the Grand Prize. The odds of winning depend on the number of eligible Contest Entries.

The Grand Prize Draw will be held on November 19, 2025, at approximately 11:00 a.m. EST.

## **5. THE GRAND PRIZE**

The Participant whose Contest Entry is randomly drawn during the Grand Prize Draw (the "**Selected Winner**") will win the Grand Prize, for which the approximate retail value is:

Description (with inclusions and special conditions)	Number of prizes	Approximate retail value of the Grand Prize
Four (4) night stay at the Hotel Montera in Madrid, Spain for two (2 guests;		
A four (4) hour Spanish cooking class;	One (1)	\$12,000.00 CAD
A private half-day street art, tapas and tastings, and food tour;		
A two hundred and fifty dollars (\$250.00 CAD) allowance pe evening of stay, for food, beverages and any other activities;	-	



A round-trip economy class airfare from the Toronto Pearson Airport or, if the winner resides in British-Colombia, their chosen international airport in the province of British-Colombia, to Adolfo Suarez, Madrid – Barajas Airport by Air Canada or, if Air Canada's services are unavailable during the Chosen Dates, any other available airline, subject to the approval of Excello;	
White glove service provided by a dedicated fulfillment concierge.	

The desired dates for use, excluding the following blackout dates;

- Christmas, the 25<sup>th</sup> of December, until the New Year, the 1<sup>st</sup> of January;
- Major public holidays and major events celebrated in Madrid, Spain, as solely determined and communicated by Excello Marketing Ltd., such as, but is not limited to, the Spanish Grand Prix, the 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> of September, and the National Day of Spain, the 12<sup>th</sup> of October (the "Blackout Dates")

(the "Chosen Dates") must be chosen and communicated within two (2) years of the Grand Prize Draw, and the Chosen Dates must be selected within twelve (12) months of the communication of the Chosen Dates. The Selected Winner shall, within a reasonable timeframe, notify Excello Marketing Ltd. of the Chosen Dates.

The Grand Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. MTY, the Affiliates or the Participating Locations will not replace any lost or stolen Grand Prize. Any other costs, taxes or other expenses associated with the Grand Prize not specified herein will be the responsibility of the Selected Winner.

In no event shall MTY and the Affiliates, be required to award more prizes than indicated in the Contest Rules or to awards prizes otherwise than according to the Contest Rules.

The Grand Prize is subject to the terms and conditions of use set by the Grand Prize delivery provider. Additional restrictions may apply. No warranties other than those provided by the Grand Prize delivery provider will apply. MTY, and the Affiliates, assume no responsibility for the Grand Prize once it has been awarded and shall not be held responsible for any costs, administrative procedures, delays, denials, or any inconveniences arising from any actions, procedures, or requirements the Selected Winner must fulfill in order to redeem, initiate, or complete the trip. This includes, but is not limited to, obtaining travel documents, visas, exit authorizations, or any other required documentation. All such responsibilities rest solely with the Selected Winner.

All costs and expenses not expressly included as part of the Grand Prize are the sole responsibility of the Selected Winner. These may include, but are not limited to, transportation between the Selected Winner's residence and the applicable airport (round trip), meals, beverages, alcohol and personal expenses, personal insurance including travel insurance, taxes and service fees, gratuities, long-distance calls, phone and internet charges, car rentals, vaccination costs, and any fees related to obtaining travel documents, passports, and credit cards.



It is the Selected Winner's sole responsibility to obtain appropriate travel insurance at their own expense; MTY and the Affiliates will not be held liable for any medical expenses.

If any portion of the Grand Prize is not used, no compensation will be provided.

MTY and the Affiliates shall not be responsible if weather conditions, event cancellations, labor disputes, or other factors beyond their control prevent the full awarding or enjoyment of the Prize. In such cases, the winner will not be entitled to any replacement prize or cash equivalent.

MTY and the Affiliates shall not be liable for any claims, losses, damages, costs, or expenses arising from any accident, injury, or death.

## 6. NOTIFICATION AND QUALIFICATION OF SELECTED WINNER

Following the Grand Prize Draw, MTY, acting reasonably, will attempt to contact the Selected Winner by telephone six (6) times within twenty-four (24) hours after the Grand Prize Draw and by email. The Selected Winner must answer the call or respond to the email within twenty-four (24) hours of being contacted. To be declared the winner, the Selected Winner must be in compliance with the Contest Rules, provide a copy of a valid identification document (with a picture), have completed and signed the release form when for the Contest and must correctly answer, unaided and unassisted, a time-limited, mathematical skill-testing question (hereinafter the "Grand Prize Claim Conditions"). If the Selected Winner does not return the call or does not respond to the e-mail or the direct message within the prescribed delay and fails to fulfill the Grand Prize Claim Conditions, the Selected Winner will be automatically disqualified and will forfeit the Grand Prize. In such event, an alternate winner will be randomly selected from the remaining eligible Contest Entry.

MTY assumes no liability for lost, late, misdirected or incomplete Contest Entry and are not responsible for any incorrect or inaccurate information, for any change made by a Participant to their contact information or for any email that is undeliverable, not received or claimed by someone other than the Selected Winner due to failure of the Selected Winner to provide an accurate email address, or due to the Selected Winner's spam filter, firewall or email capacity. Additionally, an email with an "undeliverable message" shall result in the Selected Winner's disqualification.

The Selected Winner's refusal to accept the Grand Prize under the terms of these Contest Rules releases MTY from any obligation related to awarding the Grand Prize to them.

## 7. DISQUALIFICATION

Participants who do not comply with these Rules are subject to be excluded from this Contest and any future contests and promotions MTY or the Affiliates may hold, including, but not limited to, any Participant guilty or suspected: (i) of tampering with materials, entry forms, entry processing or the Contest's conduct or any technical or mechanical element of the Contest, or (ii) of deliberately damaging Contest-related Web sites, Web pages or applications or of sabotaging the legitimate conduct of this Contest, or (iii) of breaking these Rules, or (iv) of using means that do not comply with the Rules or are unfair to other Participants, or (v) to have used several names, identities, email addresses and/or any automated system or program to enter or participate in the Contest, or (vi) to have disrupted the conduct of the Contest in any other way, or (vii) of acting unfairly or to adversely affect, annoy, abuse, threaten or harass another person. ANY ATTEMPT BY A PARTICIPANT OR OTHER PERSON TO DELIBERATELY DAMAGE A WEB SITE, EQUIPMENT, APPLICATION OR TECHNOLOGY USED FOR THE CONTEST OR INTERFERE WITH



THE LEGITIMATE OPERATION OF THE CONTEST CONSTITUTES A VIOLATION OF CIVIL AND CRIMINAL LAWS. MTY RESERVES THE RIGHT, IN SUCH CASE, TO REPORT SAID PERSON TO THE AUTHORITIES AND DEMAND FROM SAID PERSON ALL DAMAGES ALLOWED BY LAW.

#### 8. THIRD PARTY

This Contest is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram, X (previously Twitter), TikTok or any other third-party website (the "**Third Parties**"). By participating in the Contest, all Participants release the Third Parties from and against any claim, loss, damage, or cause of action arising out of (or related to) their participation in the Contest.

#### 9. RELEASE

Each Participant releases and holds harmless MTY, the Affiliates, the Participating Locations and the Third Parties (the "**Released Parties**") from any loss, harm, damage, cost, fee or expense arising directly or indirectly, in whole or in part, as a result of:

- a) their participation in the Contest;
- b) their acceptance, non-acceptance, possession, use, non-use or misuse of the Grand Prize;
- c) the collection, use and disclosure of personal information;
- d) late, lost or undeliverable email;
- e) injury or damage to persons or property; and
- f) late, lost, misdirected, unreadable or incomplete email entries.

In order to be declared a winner, selected participants will have to sign a Release Form confirming their compliance with the Contest Rules and Regulations and this release of liability in favor of the Released Parties.

### **10. LIMITATION OF LIABILITY:**

Without limiting the generality of the above release, the Released Parties disclaim any and all liability for any of the following: (i) any misprint (or other error) found in the offer or documents regarding the administration of the Contest, including, but not limited to, errors in the promotion, official Contest Rules and Regulations, announcement of the winner(s), awarding of the prize(s), or any malfunctioning of or problems or technical difficulties with any networks, phone lines, SMS systems, computer component, software or communications line, loss or lack of network communications, or any transmission that is faulty, incomplete, incomprehensible or erased by any computer, server or service provider or software, virus, bug, PC failure, software and hardware configuration, or failed transmission of any email or other communication to MTY or to a Participant for whatever reason, including any network congestion or web site crash that may limit a person's ability to participate in the Contest; (ii) late, lost, stolen, damaged, undelivered, improperly delivered, incomplete or inaccurate entries; (iii) failure to receive entries due to transmission problems or any other technical failure, including, but not limited to, the malfunctioning of any network, server, service provider, hardware or software, whether attributed to the sender or the recipient that may limit or prevent a person's participation in the Contest; (iv) any damages that may be caused, directly or indirectly, in whole or in part, notably to participant's or other person's system or device, by any Web page, software or other download or by the transmission of any information concerning the Contest.

#### 11. GENERAL

The Contest is governed by the laws of the province of Ontario and the federal laws of Canada.



To the extent permitted by law, each Participant agrees that any judicial proceeding arising out of or related to the Contest shall take place in a provincial court located in Ontario.

The Contest is void where it is prohibited by law. If a section of the Contest Rules is declared invalid or unenforceable by a court of competent jurisdiction, that section shall be considered invalid; all unaffected sections will remain valid.

### 12. PRIVACY

By participating in the Contest, each Participant consents to the collection, use and disclosure of their personal information by MTY and/or its authorized agents for the purposes associated with the Contest and in accordance with applicable privacy laws. Personal information may be used by or shared amongst MTY and its Affiliates, or shared by MTY with third parties in accordance with our Privacy Policy available at <a href="https://mtygroup.com/en/privacy-policy/">https://mtygroup.com/en/privacy-policy/</a>.

In accepting the Grand Prize, the Selected Winner authorizes MTY and the Affiliates to use, if need be, their name, address (city, province), voice, statements, photo, likeness and other representations and recording for advertising purposes in all media including, but not limited to, the Internet, without further notice or compensation. Each Participant may be required to sign a document to that effect.

### 13. GRAND PRIZE DELIVERY

Following the notification and qualification of the Selected Winner, MTY shall provide Excello Marketing Ltd., holding an office at 520 Thompson Dr, Unit #4, Cambridge (Ontario) N1T 2K8 ("Excello"), with all reasonably necessary information concerning the Selected Winner. Excello will thereby be responsible and liable for all coordination, concerns, and logistics in regard to delivering the Grand Prize to the Selected Winner. Accordingly, once MTY has provided all reasonably necessary information to Excello concerning the Selected Winner, MTY's involvement in the Contest shall thereby cease and no longer be required. The Selected Winner shall thereby release MTY from any and all liability or responsibility as it relates to the delivery of the Grand Prize, and shall coordinate directly with Excello.

## 14. WEBSITE OPERATION

MTY makes no guarantees that the Contest website will be accessible or operational without interruption during the Contest Period, or that it will be free of any errors.

### 15. MODIFICATION AND TERMINATION

MTY reserves the right, in its sole discretion, if applicable, to modify, cancel or suspend this Contest should an event beyond its reasonable control corrupt the security or proper administration of the Contest. MTY reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other errors of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, MTY reserves the right, in its sole and absolute discretion, to administer an alternative skill-testing question as it deems appropriate based on the circumstances and/or to comply with applicable law.

# **16. PARTICIPANT IDENTIFICATION**

For the purposes of these Contest Rules, the Participant refers to the individual whose name is listed on the registration form. The Grand Prize will be awarded to this person if they are selected and confirmed as the winner. In case of any dispute regarding the identity of the person who submitted the registration form, it will be assumed that the entry for the Contest was made by the registered account holder associated with



the email address provided at the time of submission. The term "**Account Holder**" refers to the person to whom an email address has been assigned by the Internet or online service provider, or by any other entity responsible for assigning email addresses within the domain linked to the provided email.

### 17. OWNERSHIP

All information and documents related to the Contest, including but not limited to entry forms, declaration and liability waiver forms, technical, technological, or operational information, and information relating to designs, computer systems, software, logos, trademarks, and any other intellectual property, are and remain the exclusive property of MTY. None of this information or documentation will be returned to Participant.

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