

## The Ristorante Diamond Ring Contest

### Official Contest Rules and Regulations

**IMPORTANT:** PLEASE READ THESE OFFICIAL RULES AND REGULATIONS ("OFFICIAL RULES") BEFORE ENTERING THE RISTORANTE DIAMOND RING CONTEST (THE "CONTEST"). BY ENTERING THE CONTEST, AN ENTRANT REPRESENTS THAT HE OR SHE SATISFIES ALL OF THE ELIGIBILITY REQUIREMENTS BELOW AND AGREES TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES AND ALL DECISIONS OF DR. OETKER CANADA LTD. (THE "CONTEST SPONSOR").

**THIS CONTEST IS INTENDED FOR VIEWING AND PARTICIPATION IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO THE LAWS OF CANADA. PLEASE DO NOT ENTER IF YOU ARE NOT A LEGAL RESIDENT OF, AND NOT RESIDING IN, CANADA AT TIME OF ENTRY AND DURATION OF THIS CONTEST. VOID WHERE PROHIBITED BY LAW.**

#### 1. CONTEST PERIOD:

The Contest will run in two Phases. The First Phase of the contest is from February 14, 2020 at 12:01 AM EST and ends April 10, 2020 at 11:59:00 PM EST (the "Phase 1 Contest Period"), at which point no further entries will be accepted. The Second Phase of the contest begins on May 1, 2020 at 12:01 AM EST and ends May 15, 2020 at 11:59:00 PM EST. (the "Phase 2 Contest Period"), at which point no further entries will be accepted.

#### 2. HOW TO ENTER:

##### Phase 1 Contest Period – How To Enter

Contest entry is exclusively online through the official Contest website located at: [Ristorantediamondrecords.com](http://Ristorantediamondrecords.com) / [Disquesdiamantristorante.com](http://Disquesdiamantristorante.com). To be eligible to win a Prize during the Phase 1 Contest Period all entrants are required to fully complete the online Contest Entry Form including Full Name, Mailing Address, Email Address, Age, skill testing question, provide answers to the questions describing their loved one/relationship and select from one (1) of five (5) music genres from the drop down list on the online contest entry form. These answers will be used to create an original song exclusively crafted by the Contest Sponsor and its affiliate partners. Music is not required. There is no restriction to the type of genre that will be produced. Submitted responses are subject to review by the Contest Sponsor(s) for creative potential. Contest Sponsor(s) reserve the exclusive right, for any reason whatsoever, to reject any entries submitted in the Contest. Only one (1) entry per email address per day.

Contest Entrant must acknowledge the transfer of full copyright ownership of their online Contest Entry Form responses to Dr. Oetker, the Contest Sponsor, by clicking the Acknowledgement Button prior to submitting their online entry. In the event of a dispute, entries received on-line shall be deemed to be submitted by the "Authorized Account Holder" of the email address submitted at the time of entry. "Authorized Account Holder" 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 (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. NO PURCHASE NECESSARY for contest entry.

### **Phase 2 Contest Period – How To Enter**

Eligible entrants can participate in the Phase 2 Contest Period by going online to the official Contest website at RistoranteDiamondRecords.ca, and by listening to the 3 finalist songs, fully completing the online registration form, voting for their favourite song and clicking the “Enter” button. Your entry will count toward the total “votes” for that song and you will be automatically entered for a chance to win one of the Phase 2 Contest Prizes available at date/time of your Entry (see **Phase 2 Contest Period – Secondary Prizing**). Only one (1) entry per email address per day.

### **3. PRIZING:**

#### **Grand Prize**

There is one (1) **Grand Prize** available to be won during the Contest. The prize consists of one (1) Diamond Ring. Approximate retail value is \$10,500.00.

**DISCLAIMER:** The Diamond Ring is not necessarily as shown in promotional materials nor as pictured on the Contest website.

#### **Phase 1 Contest Period – Secondary Prizing**

The Phase 1 Contest Period will include two (2) Secondary Prize Categories, to be awarded between February 14, 2020 at 12:01 AM EST and ends April 10, 2020 at 11:59:00 PM EST.

**Secondary Prizes:** Only valid entries will be eligible for a chance to win a Secondary Prize in the Phase 1 Contest Period. Secondary Prizes are defined as follows:

1. **Daily Prizes:** One Free Dr. Oetker Pizza Coupon. Two hundred and eighty five (285) Daily Prizes will be awarded. Five (5) for each day of the Phase 1 Contest Period. Approximate retail value of each Daily Prize is \$3.75.
2. **Weekly Prizes:** Consists of Free Dr. Oetker Pizza for a Year (52 Free Pizza Coupons. Approximate Retail Value \$195.00) and a One (1) year Spotify Premium Service awarded as a digital gift code (Retail Value \$119.88). Eight (8) Weekly Prizes will be awarded. One (1) for each week of the Phase 1 Contest Period. Approximate total retail value of each Weekly Prize is \$315.00.
  - a. **Week 1:** February 14 12:01 AM EST to February 21, 2020 11:59 PM EST

- b. **Week 2:** February 22 12:01 AM EST to February 28, 2020 11:59 PM EST
- c. **Week 3:** February 29 12:01 AM EST to March 6, 2020 11:59 PM EST
- d. **Week 4:** March 7 12:01 AM EST to March 13, 2020 11:59 PM EST
- e. **Week 5:** March 14 12:01 AM EST to March 20, 2020 11:59 PM EST
- f. **Week 6:** March 21 12:01 AM EST to March 27, 2020 11:59 PM EST
- g. **Week 7:** March 28 12:01 AM EST to April 3, 2020 11:59 PM EST
- h. **Week 8:** April 4 12:01 AM EST to April 10, 2020 11:59 PM EST

Odds of winning a Prize during the Phase 1 Contest Period depend upon the number of eligible entries received during the Phase 1 Contest Period for that Prize.

### **Phase 2 Contest Period – Secondary Prizing**

The Phase 2 Contest Period begins on May 1, 2020 at 12:01 AM EST and ends May 15, 2020 at 11:59 PM EST. There are three (3) Secondary Prize Categories, to be awarded during the Phase 2 Contest Period.

**Secondary Prizes:** Only valid entries will be eligible for a chance to win a Secondary Prize in the Phase 2 Contest Period. Secondary Prizes are defined as follows:

1. **Daily Prizes:** There are two (2) Daily Prize Categories to be awarded in this Contest during the Phase 2 Contest Period as follows:
  - a. **Free Dr. Oetker Pizza Coupons:** Consists of one (1) Free Dr. Oetker Pizza Coupon. One hundred and fifty (150) Daily Prizes will be awarded. Ten (10) for each day of the Phase 2 Contest Period. Approximate retail value of each Weekly Prize is \$3.75.
  - b. **Free Dr. Oetker Pizza for a Year (52 Free Pizza Coupons) and a One (1) year Spotify Premium Service awarded as a digital gift code:** Thirty (30) Daily Prizes will be awarded. Two (2) for each day of the Phase 2 Contest Period. Total Approximate retail value of each Weekly Prize is \$315.00 (Pizza Coupons \$195.00 plus Spotify Digital Gift Code \$119.88).
2. **Weekly Prizes:** Consists of one (1) Pair of Concert Tickets (Two (2) tickets). Maximum retail value of each Weekly Prize is \$300.00. A total of 10 Weekly Prizes will be awarded, five (5) Pairs of Concert Tickets per week, as follows:

- a. **Week 1:** May 1, 2020 at 12:01 AM EST to May 7, 2020 at 11:59 PM EST. Five (5) Pairs of Concert Tickets awarded based on random draw from all eligible entries received this week of the Contest Period. Draw date is May 8, 2020.
- b. **Week 2:** May 8, 2020 at 12:01 AM EST to May 15, 2020 at 11:59 PM EST. Five (5) Pairs of Concert Tickets awarded based on random draw from all eligible entries received this week of the Contest Period. Draw date is May 18, 2020.

Odds of winning a Prize during the Phase 2 Contest Period depend upon the number of eligible entries received during the Phase 2 Contest Period for that Prize.

**NOTE:** All prizes must be accepted as awarded. No transfer, cash redemption or prize substitution is permitted unless stated. Contest Sponsor reserves the right to substitute any prize in the Contest for a prize of equal or greater value. All federal, provincial and/or local taxes are the sole responsibility of the winner.

#### **4. HOW TO WIN PRIZES:**

##### **Phase 1 Contest Period – Grand Prize Finalist Qualification:**

Between April 11, 2020 at 12:01 AM EST and April 14, 2020, at 11:59 PM EST three (3) eligible contest entrants will be selected as finalists, based on the entrants response to the questions on the Entry Form and creative potential of those responses, by the Contest Sponsor(s) and will be eligible for a chance to win the Grand Prize in this Contest. Each of these finalist entrants will be contacted using the information provided on their Official Online Contest Entry Form. Each finalist entrant will be advised that their contest Question responses from their online Entry Form have been chosen to be made into a song based on the genre selected. The Contest Sponsor exclusively reserves the right to the final decision governing the music choice for each song. Once the song lyrics and music has been finalized for each of the eligible finalists, the songs will be uploaded to Spotify and to the Official Contest website (RistoranteDiamondRecords.ca) and each eligible finalist entrant will be notified. **Note:** The Contest Sponsor will attempt to notify the selected finalists via email and/or phone within two (2) days of selection. If a selected entrant is not reached within three (3) attempts, then the selected entrant forfeits the opportunity to be a Grand Prize Finalist in this Contest and another eligible entrant may, at the sole discretion of the Contest Sponsor, be selected.

**Grand Prize Winner Selection:** The three (3) qualified finalist songs will be uploaded to the official Contest website (RistoranteDiamondRecords.ca) and to Spotify on or about May 1, on the official Contest website plus the most streams on Spotify will be deemed to be the winner of the Grand Prize in this Contest. The Grand Prize Winner will be published on the contest website, (Ristorantediamondrecords.com / Disquesdianantristorante.com) on May 22, 2020.

**Phase 1 Contest Period – Secondary Prize Winner Selection:** Only valid entries will be eligible for a chance to win a Secondary Prize in during the Phase 1 Contest Period. Secondary Prize Winner Selection is defined as follows:

1. **Daily Prizes:** For each day of the Contest Period five (5) valid entrants will be randomly selected from all valid entries submitted for that day and will be mailed one (1) Free Dr. Oetker Pizza Coupon to the address indicated on their official online entry form.
2. **Weekly Prizes:** For each full week of the Contest Period one (1) valid entrant will be randomly selected from all valid entries submitted for that week and will be mailed 52 Free Dr. Oetker Pizza Coupons and a One (1) year Spotify Premium Service awarded as a digital gift code via gift card. A total of eight (8) Weekly Prizes will be mailed to the address indicated on their official online entry form. Weeks are defined as follows.
  - a. **Week 1:** February 14 12:01 AM EST to February 21, 2020 11:59 PM EST
  - b. **Week 2:** February 22 12:01 AM EST to February 28, 2020 11:59 PM EST
  - c. **Week 3:** February 29 12:01 AM EST to March 6, 2020 11:59 PM EST
  - d. **Week 4:** March 7 12:01 AM EST to March 13, 2020 11:59 PM EST
  - e. **Week 5:** March 14 12:01 AM EST to March 20, 2020 11:59 PM EST
  - f. **Week 6:** March 21 12:01 AM EST to March 27, 2020 11:59 PM EST
  - g. **Week 7:** March 28 12:01 AM EST to April 3, 2020 11:59 PM EST
  - h. **Week 8:** April 4 12:01 AM EST to April 10, 2020 11:59 PM EST

### **Phase 2 Contest Period – Secondary Prize Winner Selection**

The Phase 2 Contest Period begins on May 1, 2020 at 12:01 AM EST and ends May 15, 2020 at 11:59 PM EST. There is 3 Secondary Prize Categories to be awarded during the Phase 2 Contest Period.

**Secondary Prize Winner Selection:** Only valid entries will be eligible for a chance to win a Secondary Prize during the Phase 2 Contest Period. Secondary Winner Selection is defined as follows:

1. **Daily Prizes:** For each day of the Phase 2 Contest Period, fifteen (15) days, there will twelve (12) eligible entries randomly selected from all eligible Contest entries. Daily Prizes will be award as follows:

- a. The first two (2) valid entrants selected will be eligible to win **Free Dr. Oetker Pizza for a Year (52 Free Pizza Coupons) and a One (1) year Spotify Premium Service awarded as a digital gift code.**
  - b. The next ten (10) entrants selected will be eligible to win a **Free Dr. Oetker Pizza Coupon.**
2. **Weekly Prizes:** For each Week of the Phase 2 Contest Period valid entrants will be randomly selected from all valid entries received for that Week as follows:
- a. **Week 1:** May 1, 2020 at 12:01 AM EST to May 7, 2020 at 11:59 PM EST. Five (5) valid entrants will be randomly selected from all valid entries received and be eligible to win of one (1) Pair of Concert Tickets (Two (2) tickets).
  - b. **Week 2:** May 8, 2020 at 12:01 AM EST to May 15, 2020 at 11:59 PM EST. Five (5) valid entrants will be randomly selected from all valid entries received and be eligible to win of one (1) Pair of Concert Tickets (Two (2) tickets).

## **5. OWNERSHIP OF ENTRIES:**

All entries and materials submitted to the Contest Sponsor in connection with the Contest (collectively, "**Entry Materials**"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of the Contest Sponsor upon submission, and Entry Materials will not be returned to any entrant. Further, you grant the Contest Sponsor an exclusive and royalty free right and license (but not the obligation), in perpetuity throughout the world to mechanically and/or digitally reproduce the song, in whole or in part in which your contribution to the lyrics occur. You grant these rights to Dr. Oetker free of charge.

## **6. USE OF WINNER'S NAME, LIKENESS, ETC.:**

By entering the Contest all entrants hereby grant to the Contest Sponsor the unlimited right (but not the obligation) to publish and use, without payment or other compensation and without notice, consent or approval, his/her name, photograph and likeness, address (city/town, state, province or territory), voice, and the whole or part of any statement or statements he/she has made or makes about the Contest or a prize in any publicity, program or advertising, without geographic limit and in perpetuity, in any medium now known or hereafter devised (including, without limitation, the Internet), and hereby consents unconditionally to any such publication or use without further notice, consent, approval or compensation.

## **7. RELEASE:**

The Grand Prize and Secondary Prize winners will be required to sign and return a declaration of eligibility, liability release and publicity consent within one (1) business day following the potential winner's prize notification unless otherwise stated in these contest rules. Before the prize is awarded, the Prize winner must sign a standard declaration of compliance with the Official Rules and release form(s) releasing the Contest Sponsor, parent company, subsidiaries,

professional advisors, Spotify Canada Inc. and advertising and promotional agencies (collectively, the "**Released Parties**") from any and all liability arising out of, pursuant to, or as a result of the carrying out of the Contest, including, without limitation, liability arising from the acceptance of and usage of the prize as awarded, the administration of the Contest and the selection of a potential winner. By entering the Contest and/or accepting a prize, the entrant agrees to release and hold harmless the Released Parties from any liability whatsoever and waive any and all causes of action, for any claims, costs, injuries, losses or damages of any kind arising out of, or in connection with, the Contest or acceptance, possession, or use of any prize (including without limitation claims, costs, injuries, losses or damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. In addition, the Prize winner must provide photo identification establishing that they are 19 years or older. Failure to comply with these provisions may result in disqualification.

#### **8. LIMITATION OF LIABILITY:**

The Released Parties shall not be liable for any damages caused or alleged to be caused by or resulting from: (i) any entry, prize or other correspondence or data that is lost, stolen, late, garbled, distorted, delayed, damaged or misdirected for any reason; (ii) any failure, interruption, technical malfunction or delay; (iii) any e-mail, text or other communication sent or received to or from the Contest Sponsor or any of its agents or designees, for any reason; (iv) for any incorrect, untimely or inaccurate information, whether caused by the Site, users or by equipment or programming errors associated with or utilized in the Contest; (v) any technical or human error which may occur in the processing of any entry or entries in the Contest; for problems with the function of any website or website feature (including, without limitation, Social Media or any features thereon), howsoever caused; (vi) the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data, software, online systems, servers or access providers; (vii) any functionality lost due to not having cookies enabled; (viii) for traffic congestion on the Internet; (ix) the security or privacy of information transmitted via computer networks; (x) breaches of privacy due to interference by third party computer "hackers" or for any damage caused to or incurred by any entrant or any other person by reason of any such event or occurrence; or (xi) technical, hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete, garbled or delayed computer transmissions including lost, misappropriated or corrupted entries, virus, worm or Trojan Horse damage or any other damage which may limit a participant's ability to participate in the Contest.

#### **9. ELIGIBILITY:**

Contest is open to all legal residents of Canada, who are over the age of majority in their province of residence, except employees (and members of the immediate families and households of such employees) of Dr. Oetker Canada Ltd. (the "Sponsor") and their respective affiliated and associated and related companies, agents, subsidiaries, suppliers, printers, and

distributors, franchisees, participating retail stores, and all of their respective affiliates, directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the "Releasees"). In these Official Rules, "immediate family" means parents, children, siblings and spouse. Entry forms shall be subject to verification and shall be null and void if they are found to not have been submitted in accordance with these Contest rules.

#### **10. RESIDENTS OF QUEBEC:**

Subject to the approval of the Régie des alcools des courses et des jeux du Québec the Contest Sponsor reserves the right to withdraw or terminate this Contest at any time without prior notice or obligation, subject to applicable laws. Any litigation regarding the conduct or reorganization of a publicity contest may be submitted to the Régie des alcools des courses et des jeux du Québec for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement

#### **11. ERRORS:**

The Contest Sponsor is not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, the Official Rules, the selection and announcement of winners, or the distribution of any prize. The Contest Sponsor reserves the right to terminate this Contest or change these Official Rules at any time, at its sole discretion without notice to participants.

#### **12. DISQUALIFICATIONS:**

If a potential winner is found to be ineligible, declines to accept the Prize, fails to correctly answer a mathematical skill-testing question, or fails to accept, complete and return a Declaration and complete Release and Waiver form, or in the event that a prize confirmation or Prize is returned undeliverable, the potential winner will forfeit his/her entitlement to the Prize, and the Sponsors may randomly select an alternate winner at its sole discretion. Potential winners (or parent or legal guardian as applicable), may be required to furnish proof of identification that may include a driver's license or other form of picture identification. By accepting a Prize, winners consent to the use of their names, addresses, voices, statements relating to the Contest or the Sponsors, and photographs or other likenesses, without further compensation, in any publicity carried out by the Sponsors or any related entities in connection with this Contest, except where prohibited by law.

Any entry, or any other materials used in the Contest that have been tampered with, altered, reproduced, stolen, plagiarized, transferred, bartered, traded or auctioned, unissued, unauthorized, or not legitimately obtained, or which contain or reflect any error, in whole or in part, will be void.

The Sponsors and the other Releasees are not responsible for any problems that may arise, including but not limited to, technical malfunctions of telephone network lines, computer



online systems, servers or providers, computer equipment or software, viruses, bugs, failure of personal computers and/or software and hardware configurations, or failure of any email to be received by the Sponsors or a participant for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof. The Sponsors and the other Releasees are not responsible for damage to a user's system occasioned by participation in this Contest or downloading any information necessary to participate in this Contest.

No responsibility is assumed by the Sponsors for any postal mail or overnight delivery returned as undeliverable without a forwarding address. No P.O. Box addresses will be accepted as a valid delivery address. No responsibility is assumed by the Sponsors for prizes after they have been shipped. The Sponsors make no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Winners bear all risk of loss or damages to prizes after delivery.

The Sponsors and the other Releasees do not warrant that access to or use of the Contest will be uninterrupted or error-free.

### **13. DISCLOSURES:**

The Sponsors reserve the right in their sole discretion to terminate the Contest in whole or in part, without notice, or to modify or suspend the Contest at any time subject to the approval of the Régie, if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Sponsors corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Official Rules. Without restricting the generality of the foregoing, and subject to the approval of the Régie, if for any reason more entrants receive a "win" notice than the number of prizes stated herein, the Sponsors reserve the right, in their sole discretion, to terminate the Contest in whole or part, or amend or suspend it and award only the number of prizes stated in these Official Rules via a random drawing for the prizes not yet distributed at the time the Contest is terminated, suspended or amended. In no event will the number of prizes awarded exceed the available number of prizes as specified in these Official Rules. In the event that any draws are stopped, interfered with or not conducted for any reason during the Contest Period, the Sponsors reserve the right in their sole discretion, to resume conducting draws as soon as reasonably possible after any interference or cessation of such draws. With respect to any draws that were not conducted, as contemplated by these Official Rules, the Sponsors also reserve the right in their sole discretion, to conduct some or all such draws at the end of the Contest Period.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the Entry Form, the French version of these Rules and/or point of

sale, television, print or online advertising, the terms and conditions of these English Rules shall prevail, govern and control.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to Ontario conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.

Unless entrants otherwise indicated, the personal information gathered about entrants in the course of this Contest will be used solely by the Sponsors and solely for the administration of the Contest and in connection with any publicity relating to the Contest

#### **14. SUBJECT TO APPLICABLE LAWS:**

The Contest is subject to these complete Official Rules and all applicable federal, provincial and local laws and regulations. By participating in the Contest, you acknowledge that you have read the Official Rules and agree to abide by their terms and by the decisions of the Contest Sponsor, which are final and binding on all matters pertaining to the Contest. All federal, provincial and local laws and regulations apply. VOID WHERE PROHIBITED BY LAW.

#### **15. PRIVACY STATEMENT:**

Registration Data and certain other personal information about you is subject to our Privacy Statement. For more information, please see our Privacy Statement. By submitting your personal information, you signify your agreement to the Privacy Statement which may be amended from time to time. You acknowledge that in the event that a third party service provider is located in the United States or another foreign country, your personal information may be processed and stored in the United States or such other foreign country, and the governments, courts or law enforcement or regulatory agencies of that country may be able to obtain disclosure of your personal information through the laws of the foreign country. Whenever we engage a third-party service provider to do work for us, we confirm that its privacy and security standards meet our requirements. You acknowledge and agree that this paragraph constitutes prior written notice to you of, and your consent to the collection, use and disclosure of your personal information as described above.

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