

Yogen Früz #ISupportHealthyCups Contest – Terms and Conditions

Entry in this Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each contestant and his or her parent or legal guardian if the contestant is an eligible minor, unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Yogen Früz Canada Inc., 210 Shields Court, Markham, Ontario, L3R 8V2 (the “**Sponsor**”), which shall be final and binding with respect to all aspects of the Contest. Sponsor reserves the right to amend these Terms and Conditions and/or cancel the Contest at its sole discretion.

NO PURCHASE NECESSARY TO ENTER OR WIN. Making a purchase will not increase your chances of winning. Void where prohibited. This contest is open to Canadian residents ONLY, excluding the province of Quebec, and is governed by Canadian law.

This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook or Instagram. You understand that you are providing your information to the Sponsor and not to Twitter, Facebook or Instagram. Any personal information you provide will only be used for the administration of this Contest and in accordance with the Sponsor’s privacy policy (see below). Twitter, Facebook and Instagram are completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Twitter, Facebook or Instagram.

1. **PROMOTION DESCRIPTION:** Sponsor is hosting a Canadian Breast Cancer Foundation #ISupportHealthyCups Contest (the “Contest”) in which one (1) prize winner will receive one (1) prize (“Prize”) in accordance with the rules of this Contest.

2. **ELIGIBILITY:** The Contest is open to legal Canadian residents only, excluding residents of the Province of Quebec, age of majority and older in his/her Province or Territory of residence at the time of entry. Void wherever prohibited by law. Employees of the Sponsor, their respective affiliates, subsidiaries, franchisees/licensees, advertising and promotion agencies, prize suppliers, including any vendors providing services in connection with this Contest (collectively, the “**Sponsor Affiliates**”) and their immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of Sponsor or Sponsor Affiliates are **not** eligible.

3. **CONTEST PERIOD:** The Contest begins at 08:00:00 AM Eastern Standard Time (“EST”) on September 10, 2015 and ends October 31, 2015 at 11:59:59 PM EST (the “**Contest Period**”). The time shall be determined by Sponsor’s timekeeping systems. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction

related to this Contest. All times mentioned in these Official Rules are Eastern Standard Time unless expressly noted otherwise.

4. HOW TO ENTER:

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.

To enter the Contest, you must: (i) Visit a participating full-serve Yogen Früz store in Canada and purchase a Yogen Früz menu item; (ii) Take an original photo of your Yogen Früz product (iii) Share the photo on Instagram, Facebook and/or Twitter using the hashtag *#ISupportHealthyCups*, and mention *@yogenfruz* (see more details below).

1) Twitter: Entrants must have a valid Twitter Account.

- a) If an entrant does not have an Account, visit www.twitter.com and register in accordance with the enrolment instructions for a free Twitter Account.
- b) Eligible entrants must become a "follower" (the "**Follower(s)**") of the official *@YogenFruz* channel on Twitter during the Contest Period. (Note: Entrants can un-follow any time after the Contest has closed). To become a Follower, an eligible entrant must: (i) visit www.twitter.com/YogenFruz; (ii) from the entrant's Twitter home page, click on the "Find People" tab and perform a search for "*@YogenFruz*"; and (iii) click on the "Follow" button corresponding to the official *@YogenFruz* channel.
- c) Eligible entrants should ensure that his/her account setting is **not** set to "locked".
- d) During the Contest Period, you can enter the Contest by Tweeting (the "**Tweet(s)**") your photo to the *@YogenFruz* channel using your personal Twitter account.
- e) To be eligible, your Tweet must:
 - i. be in accordance Submission Requirements listed below;
 - ii. include *@YogenFruz* and the hashtag *#ISupportHealthyCups* (the "**Hashtag**");
 - iii. comply with the Twitter Terms of Service and Twitter Rules available at www.twitter.com; and
 - iv. conform to Twitter's (140) character limitation, including the Hashtag and photo.
 - v. Herein defined as an Entry (an "**Entry**").
 - vi. **Reminder** please be sure to obtain the permission of any individuals shown in your photo before

you Tweet it.

2) **Facebook:** Entrants must have a valid Facebook Account.

- a) If an entrant does not have an Account, visit www.facebook.com and register in accordance with the enrolment instructions for a free Facebook Account.
- b) Eligible entrants should ensure his/her account setting is **not** set to "Private".
- c) Eligible entrants must: (i) "like" the Yogen Früz Facebook page; (ii) post the original photo to the Entrant's Facebook Account and include in the caption *#ISupportHealthyCups* (the "**Hashtag**"); (iii) tag @yogenfruz in the original photo.
- d) Herein defined as an Entry (an "**Entry**").
- e) **Reminder** please be sure to obtain the permission of any individuals shown in your photo before you post it.

3) **Instagram:** Entrants must have a valid Instagram Account.

- a) If an entrant does not have an Account, visit www.instagram.com and register in accordance with the enrolment instructions for a free Instagram Account.
- b) Eligible entrants should ensure that his/her account setting is **not** set to "Private".
- c) Eligible entrants must become a "follower" (the "**Follower(s)**") of the official @YogenFruz Account on Instagram (Note: you can un-follow at any time after the Contest has closed).
- d) To become a Follower, an eligible entrant must: (i) visit www.instagram.com/YogenFruz; (ii) log in; (iii) click on the "Follow" tab corresponding to the official @YogenFruz Account.
- e) Upload an original digital photograph. Make sure the photograph is original and in accordance with the specific Submission Requirements listed below. Make sure the photograph complies with the Instagram Terms of Service and Instagram Rules available at www.instagram.com.
- f) Post the photograph to the entrant's Instagram Account, with @YogenFruz, and add the following hashtag: *#ISupportHealthyCups* (the "**Hashtag**").
- g) Herein defined as an Entry (an "**Entry**").

- h) **Reminder** please be sure to obtain the permission of any individuals shown in your photo before you post it

A Follower will receive one (1) Entry (defined below) when he/she submits: (i) a Tweet on Twitter; (ii) an original photograph on Instagram; or (iii) an original photograph on Facebook and “like” the Yogen Früz Facebook page, in accordance with these Official Contest Rules and Regulations (the “**Rules**”).

Standard text messaging and/or data rates may apply to Followers who submit an Entry via a wireless mobile device. Wireless service providers may charge for airtime for each standard text message sent and received. Please call your service provider for pricing and service plan information and rates before mobile device participation.

Once submitted, entries cannot be deleted, cancelled or modified. For an Entry to be valid, the submission must be visible to the Sponsor on October 31, 2015 after the Contest closes.

To enter the Contest with no in-store purchase, you must:

- 1) Request an Entry by mailing a postage-paid, self-addressed stamped envelope (a “**Request**”) bearing sufficient return postage and bearing on its exterior:
 - a. the Participant’s return mailing address (first name, last name, street address, city/town, province/territory, country, and postal code),
 - b. legibly printed by the participant manually in ink to: Yogen Früz *#ISupportHealthyCups* Contest, Entry Request, 210 Shields Court, Markham, Ontario, L3R 8V2, Canada).
- 2) Both the mailing and return addresses on the exterior envelope must be legibly hand-printed in ink and the return address on that exterior envelope **MUST** be the same as the address which appears on the enclosed self-addressed stamped envelope or the Request will **NOT** be honoured.
- 3) Envelopes with no return address on the outside will **NOT** be honoured.
- 4) Requests that are sent in business-reply envelopes, that utilize address labels or stickers, that are photocopied, hand-stamped, computer—generated, or otherwise mechanically produced or reproduced, that are not addressed manually in ink, that fail in any way to comply with the requirements set out above in this paragraph, or that are not mailed separately in separate outer envelopes bearing sufficient postage with **NOT** be honoured.
- 5) One (1) Entry will be made in response to each Request that complies with these requirements.

- 6) Requests must be postmarked by October 26, 2015 and received at the above address no later than October 31, 2015.

All Entries must be received by October 31, 2015 at 11:59:59 PM EST. Contestants can submit multiple entries during this time. Each individual can only win one (1) Prize in this Contest or any other contest hosted by the Sponsor or any Sponsor Affiliates during the Contest Period. Proof of sending or submission will not be deemed to be proof of receipt of any Entry by Sponsor. Entries will be deemed to have been submitted at the time when the entry is posted publicly on Instagram, Facebook or Twitter by the registered account holder of the Instagram, Facebook or Twitter account or five (5) days after being deposited with the post office.

An Entry that does not follow the above formats (as determined by Sponsor in its sole and absolute discretion) will be discarded and will not be eligible for entry in this Contest.

An Entry will be considered to be void (and an Entry will not be granted) if the Entry: (i) is incomplete or illegible; (ii) is not submitted and received during the Contest Period in accordance with these Official Rules; (iii) if submitting through Twitter or Instagram, does not include your original photograph, @YogenFruz and the Hashtag #ISupportHealthyCups; (iv) if submitting through Facebook, does not include your original photograph, @YogenFruz and the Hashtag #ISupportHealthyCups or if you have not liked the Yogen Früz Facebook page; (v) if submitting through Twitter, does not conform to Twitter's (140) character limitation including the Hashtag and original photo; (v) does not comply with the Twitter Terms of Service and Twitter Rules, Instagram Terms of Service and Instagram Rules including any technical requirements (i.e. file size limits for uploading or character restrictions), Facebook Terms of Service and Facebook Rules including technical requirements; and/or (vi) is not in accordance with the specific Submission Requirements listed below (all as determined by Sponsor in its sole and absolute discretion).

All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. Entries will not be returned or acknowledged. Entries received from a Twitter, Facebook or Instagram Account associated with any organization, company, corporation, partnership or other entity will be void.

4. SUBMISSION REQUIREMENTS:

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE OFFICIAL RULES AND TO THE TWITTER, FACEBOOK OR INSTAGRAM TERMS OF SERVICE. THE RELEASEES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF AN ENTRY YOU

SUBMIT. THE RELEASEES (DEFINED BELOW) SHALL BE HELD HARMLESS BY THE ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE OFFICIAL RULES.

Without limiting the generality of the requirements noted above in Section 3 above, to be eligible for an Entry in this Contest, any Tweet or photograph submitted must be **unique and original** (i.e. an entrant cannot submit a photograph more than once and/or copy someone else's photograph in whole or in part or take a photograph from the worldwide web and any written text must be in English only and that the Entry was submitted by the holder of the account and not by another individual on his/her behalf.

By participating in the Contest, each entrant agrees to be legally bound by these Official Rules and by the interpretation of these Official Rules by the Sponsor and further warrants and represents that the Entry that he/she submits:

- 1) is original to him/her and that the entrant has all necessary rights in and to the Entry and photograph to enter the Contest;
- 2) confirm that the photograph is of the entrant and was taken by the entrant of the Twitter Account, Facebook Account or Instagram Account used to submit the Entry. If the photograph contains other individuals (no minors (a person who has not reached the age of majority in his/her province or territory of residence) is permitted in any photograph) prior to posting the photograph to Twitter, Facebook or Instagram the entrant confirms that he/she has received consent from each of his/her friends who appear in the photograph to post the photograph to the entrant's Twitter, Facebook or Instagram account and he/she has advised his/her friends that the photograph will be available for public viewing;
- 3) does not violate any law;
- 4) does not contain any reference to any competitors of the Sponsor;
- 5) does not contain any identifiable third parties trademarks, logos or trade dress owned by others unless consent has been obtained from each such corporation;
- 6) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and
- 7) is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory

characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Official Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

By entering the Contest and submitting an Entry, each entrant: (i) without limiting the Twitter, Facebook or Instagram Terms of Service grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Entry. For greater certainty, the Sponsor reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or disqualify any Entry if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry and/or the associated entrant. If the Sponsor determines, in its sole and absolute discretion, that any Entry does not comply with these Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry and/or the associated entrant. Entries will NOT be judged.

The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). Your Entry must remain active on your Twitter, Facebook or Instagram Account throughout the Contest Period in order to be eligible for a prize. Contest Sponsor may not be able to view Entries or otherwise receive entries or detect participation from Twitter, Facebook or Instagram users whose accounts are set to “private” (i.e., where user has set his or her account so that only people the user has approved can view their posts) due to the way Twitter, Facebook or Instagram operates the Twitter, Facebook or Instagram Service.

6. ELECTRONIC COMMUNICATION

By submitting an Entry to the Contest as describe above, the entrant (the person who submitted the Entry) agrees to do business with Sponsor electronically and agrees that his/her act of submitting the Entry to the Contest is binding form of your electronic signature, which you agree binds you to these Official Rules.

7. **PRIZES:** A total of one (1) prize for free frozen yogurt for a year (“Prize”) is available to be won during the Contest Period. Approximate retail value of the Prize is \$205.40 CDN¹. One (1) Prize will be awarded per draw period, see Section 8 below, and will be awarded to the eligible winner. All winning prizes will be mailed to Contest Winners directly from the Sponsor. No Prize will be awarded to the person referenced in the Tweet, Facebook entry or photograph. It is the winner’s responsibility to share the Prize with any other persons appearing in their original photograph. The Sponsor accepted no responsibility if a winner should choose to not share his/her Prize with such persons.

Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize or prizes of equal or greater value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. The approximate retail value (“ARV”) of the Prize is based on available information provided to Sponsor and the value of any Prize awarded to a winner may be reported for tax purposes as required by law.

Prize, if legitimately claimed, will be awarded. Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prizes or any Prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If the winner does not accept or use the entire Prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize. No more than the stated Prize will be awarded. The Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of the Prize. Sponsor is not responsible for and Winner will not receive the difference, in any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules

Prize will only be awarded to the person who is verified as the “authorized account holder” (see below) of the Twitter Account, Facebook Account or Instagram Account associated with the selected Entry. **There is a limit of one (1) Prize per person for this Contest or any other contest help by the Sponsor, or Sponsor Affiliates, during the Contest Period.** A person may continue to enter the Contest or any other contest hosted by the Sponsor or Sponsor Affiliates however he/she will not be eligible for any other Prize.

8. **DETERMINATION OF WINNER:** The Prize Winner will be randomly drawn from all submissions (see “how to enter”). One (1) draw will be held in Markham, Ontario on November 6, 2015 at 2:00 PM (EST) for the Contest Period.

ODDS OF WINNING A PRIZE WILL DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE CONTEST PERIOD.

Contacting of Selected Winner:

If the Prize Winner selected submitted his/her entry using Twitter, Facebook or Instagram, the Prize Winner will be

notified by a reply on the social media platform they used to enter by 4:00:00 PM (EST) on November 6, 2015. If the Prize Winner selected entered the Contest with no in-store purchase, the Prize Winner will be notified by regular mail. Notification is deemed to have occurred immediately upon sending of the reply message in the case of an Instagram, Facebook or Twitter Winner; or, in the case of a no in-store purchase Prize Winner, five (5) days from the date that the notification is deposited in the mail.

The Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. The Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space. Each selected Winner must respond by either direct message or by e-mail, within seventy-two (72) hours of receipt of the notification, by following the instructions on the notification. If any selected Winner fails to do so, then he/she will be disqualified (and will forfeit all rights to a Prize), even if the Potential Winner's name or Twitter/Instagram/Facebook Account may have been publicly announced. Forfeited prizes will not be awarded.

If you are awarded the Prize and are unable to claim the Prize, there is no compensation. The Prize is non-transferable and cannot be redeemed for cash. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Contest, and of selection of all winners. Decisions of the Sponsor as to the selection of the winners will be final.

Before Being Declared a Confirmed Prize Winner, each selected entrant will be required to: (i) correctly answer a mathematical skill-testing question without mechanical or other aid; (ii) confirm compliance with these Rules; (iii) provide the Sponsor or its designated agent with his/her first and last name; complete mailing address including postal code; e-mail address; date of birth and telephone number; (iv) confirm that he/she has obtained the consent of any other individuals appearing or referred to in his/her Entry; (v) acknowledges acceptance of the Prize as awarded; (vi) assigns all intellectual property, including copyright, in and to his/her Entry and photograph if submitted and waives his/her moral rights therein in favour of the Sponsor; (vii) agrees to indemnify the Releasees against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry including, without limitation, any claim that his/her Entry infringes a proprietary interest of any third party; (viii) releases the Releasees from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof, the substitution of a prize in accordance with these Official Rules, the administration of the Contest, the operation of the website or Sponsor's use of any of the rights granted herein; (ix) agrees to the publication, reproduction and/or other use of his/her name, address, photograph, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet; and (x) consent to the Sponsor or its designated agent to send his/her Prize via mail. If a selected entrant: (a) fails to correctly answer the

skill-testing question or provide the Sponsor with his/her full contact information or cannot accept his/her Prize as awarded for any reason; then he/she will be disqualified (and will forfeit all rights to a Prize).

9. GENERAL CONDITIONS

By participating in this Contest, each entrant: (i) agrees to be bound by these Official Rules; (ii) agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action; and (iii) releases the Releasees from any and all liability in connection with this Contest and his/her participation therein. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Releasees will not be liable for: (i) any failure of any website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website or mobile network; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the Twitter, Facebook or Instagram account submitted at the time of entry (as determined in accordance with the official records of Twitter or Instagram). An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the Twitter, Facebook or Instagram account associated with the selected Entry and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Official Rules.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Official Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Official Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing,

administrative, or other error of any kind, or for any other reason.

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants and/or Entries.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entries with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Rules, or for any other reason. In no event will the Sponsor be liable for more than the stated number of prizes available to be awarded.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: www.yogenfruz.com/privacy-policy-statement/) unless the entrant otherwise agrees.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: website and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

By submitting an Entry, contestant acknowledges and agrees that Sponsor may obtain many submissions under this Contest and that such Entries may be similar or identical in theme, idea, format or other respects to others submitted under this Contest and/or other contests staged and/or sponsored by the Sponsor, and waive any and all claims contestant may have had, may have, and/or may have in the future, that any composition, film and/or other works accepted, reviewed and/or used by the Sponsor (or its designees) may be similar to his/her Entry. Contestant acknowledges and agrees that the Sponsor does not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to contestant's Entry.

The invalidity or unenforceability of any provision of these 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 Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, 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. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

Sponsor: Yogen Früz Canada Inc., 210 Shields Court, Markham, Ontario L3R 8V2

Yogen Früz® is a registered trademark of Yogen Früz Canada Inc.

¹ The Approximate retail value of the Price is based on the price in British Columbia for one (1) small basic mix-it frozen yogurt at the price of \$3.95 CAD per week multiplied by 52 weeks = \$205.40.