

## THE “12 Days of Christmas Giveaway” SWEEPSTAKE

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### SWEEPSTAKE RULES

1. The “**Kienna Coffee Christmas Giveaway**” Sweepstake is held by Kienna Coffee Ltd. (the ‘Sweepstake Organizers’). It runs online from December 10<sup>th</sup> 2015 at 9:00am MST to December 21<sup>st</sup> 2015 at Midnight MST (the ‘Sweepstake Period’).

### ELIGIBILITY

2. The Sweepstake is open to all residents of Canada who have reached the age of majority in their province or territory of residence. Employees, agents and representatives of the Sweepstake Organizers, of any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, suppliers of prizes, material and services related to this Sweepstake, as well as members of their immediate families (brothers, sisters, children, fathers, mothers), their legal or common-law spouses and any individual with whom such employees, representatives or agents are domiciled are **not eligible**.

### HOW TO ENTER

#### **No purchase necessary**

3. To enter, proceed as follows:

**3.1** Visit a Kienna’s website – [www.kienna.com](http://www.kienna.com) – and complete the Entry Form that is available on the contest tab. You may also use this direct link [www.kienna.com/contest](http://www.kienna.com/contest)

**3.2** Fill out the Entry Form by entering your first and last name, e-mail address, phone number, including area code, city, province, postal code and answer the questions within the form.

**3.3** Declare that you have read and agreed to the conditions of these Sweepstake Rules by checking the corresponding box.

**3.4** You will automatically obtain one (1) chance for the prize draw for the day that you entered.

**4. Limits.** The entrants must respect the following limits, otherwise they may be disqualified:

**4.1** One (1) entry per person per day.

## PRIZES

**5. Each day of the Sweepstake a prize is offered.** The prizes and their values have will be outlined for each day on that day at [www.kienna.com/contests](http://www.kienna.com/contests)

**6.** The following conditions apply to claiming prizes:

**6.1** Subject to the Sweepstake Rules and availability, the prize must be claimed in the twelve months following the draw, otherwise it will be forfeited.

## DRAW

**7.** During the Sweepstake Period a random draw of one (1) eligible entry will be conducted among all registered entries each day of the Sweepstake Period at 9:00am MST the following day.

**8. Odds of winning.** The odds of an entrant's entry being selected depend on the number of registered eligible entries during the Sweepstake Period.

## AWARDING OF PRIZES

**9.** To be declared a winner any prize, all selected entrants must:

**9.1** Be reached by phone or by e-mail, at the sole discretion of the Sweepstake Organizers, within ten (10) days of the draw. If a selected entrant is reached by e-mail, he/she must reply in accordance with the instructions given, as the case may be. In the case of the return of an e-mail prize notification as undeliverable, the Sweepstake Organizers will have complete discretion to disqualify the entrant's entry or to try to reach him/her by phone;

**9.2** Have correctly answered the **mathematical skill-testing question**;

**9.3** Upon request, and in a timely manner, provide an identification card with photograph.

**10.** Within two (2) to four (4) weeks following the announcement of winners, the prize will be shipped to the winner.

**11.** Failure to comply with one of the conditions mentioned in these Sweepstake Rules or to accept the prize will cause the selected entrant to be disqualified. In such a case, the Sweepstake Organizers may, at their sole discretion, cancel the prize or, in the case of the Grand Prize, hold a new draw until a winner is declared.

## GENERAL CONDITIONS

**12. Verification.** Entry Forms are subject to verification by the Sweepstake Organizers. Any Entry Form that is, as the case may be, incomplete, illegible, fraudulent, registered or submitted late, bearing an invalid e-mail address or telephone number, not bearing the correct answer to the mathematical skill testing question or otherwise noncompliant, shall be rejected and will not be entitled to an entry or a prize, as the case may be.

**13. Disqualification.** The Sweepstake Organizers reserve the right to disqualify a person or to cancel the entry of a person or one or more turns of a person who participates or tries to participate by using methods that do not comply with these Sweepstake Rules or that are unfair to other entrants (e.g. entries exceeding the authorized limit). Such person may be reported to the appropriate legal authorities.

**14. Conduct of the Sweepstake.** Any attempt to deliberately damage the Sweepstake Prize and/or any related materials or to sabotage the legitimate conduct of this Sweepstake constitutes a violation of civil and criminal laws. Should there be any such attempts, the Sweepstake Organizers reserve the right to reject an entrant's entry and obtain legal or equitable relief under applicable laws.

**15. Acceptance of prize.** Prizes must be accepted as described in these Sweepstake Rules and may not, in any case, be it in whole or in part, transferred to another person or replaced by another prize, except as provided in the section below.

**16. Substitution of prize.** In the event where it would be impossible, difficult and/or more costly for the Sweepstake Organizers to award a prize (or a portion thereof) as described in these Sweepstake rules, they reserve the right to award a prize (or a portion thereof) of the same kind and of equivalent value or, at their sole discretion, the cash value of a prize (or portion thereof) as indicated in these Sweepstake Rules.

**17. Liability limit: use of the prize.** By entering the Sweepstake, any participant selected for a prize releases and holds harmless the Sweepstake Organizers, any company, corporation, trust or other legal entity controlled or affiliated to them, their advertising and promotional agencies, their employees, agents and representatives (the 'Released Parties') from and against any damage resulting from the acceptance or use of the prize.

**18. Liability limit: prize supplier.** Any entrant selected for a prize acknowledges that upon awarding of the prize, the obligations related to it become the responsibility of the providers of services and goods related to the prize.

**19. Accessibility.** The Sweepstake Organizers do not warrant that access to the Sweepstake Entry Forms or any related entry method will be uninterrupted during the Sweepstake Period or be error-free.

**20. Liability limit: conduct of the Sweepstake.** The Released Parties disclaim all liability for any of the following that may limit or prevent any entrant's participation in the Sweepstake: availability of Entry

Forms; closure of any Entry Location; or any entry that is faulty, incomplete or incomprehensible. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by entering the Sweepstake.

**21. Sweepstake modification.** The Sweepstake Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Sweepstake in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Sweepstake as provided in these Sweepstake Rules, subject to approval by the Régie des alcools des courses et des jeux du Québec, if required.

**22. Termination of participation in the Sweepstake.** In the event that participation in the Sweepstake must be terminated in whole or in part before the closing date provided in these Sweepstake Rules, the Sweepstake Organizers may, at their sole discretion, proceed with the draw among the entries duly registered during the Sweepstake Period or, as the case may be, up to the date of the event ending participation in the Sweepstake.

**23. Prize limit.** In no event shall the Sweepstake Organizers be required to award more prizes than indicated in these Sweepstake Rules or to award a prize otherwise than in compliance with these Sweepstake Rules.

**24. Liability limit: participation in the Sweepstake.** Persons who enter or try to enter this Sweepstake release the Released Parties from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Sweepstake.

**25. Authorization.** By entering this Sweepstake, any entrant selected for a prize authorizes the Sweepstake Organizers and their representatives to use, if required, his/her name, photo, likeness, voice, place of residence and/or statement regarding the prize for publicity purposes, without any form of compensation.

**26. Communication with entrants.** No communication or correspondence related to this Sweepstake shall be exchanged with entrants except as provided for in these Sweepstake Rules or at the Sweepstake Organizers' initiative.

**27. Personal information.** Entrants' personal information collected for the purpose of the Sweepstake will be used to administer the Sweepstake. Commercial or other communications unrelated to the Sweepstake may be sent to entrants after the Sweepstake Period.

**28. Property.** Entry Forms are the property of the Sweepstake Organizers and shall not in any case be returned to entrants.

**29. Entrant identification.** For the purpose of these Sweepstake Rules, the entrant is the person whose name appears on the Entry Form and it is to this person to whom the prize will be awarded if he/she is selected and declared a winner.



**30. Sweepstake Organizers' decision.** Any decision by the Sweepstake Organizers or their representatives regarding this Sweepstake, including notably the decisions of the jury, is final and without appeal.

**31. Litigation.** For Quebec residents, any litigation regarding the conduct or organization of a publicity Sweepstake may be submitted to the Régie des alcools, des courses et des jeux du Québec for a ruling. Any litigation regarding the awarding of a prize may be submitted to the Régie for the purpose of helping the parties reach a settlement.

**32. Unenforceability.** If a section of the Sweepstake Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.

**33. Language.** In case of any discrepancy between the French, when available, and English versions of these Sweepstake Rules, the English version shall prevail.

#### **How To Contact Us**

All requests, questions or concerns about your Personal Information or this Sweepstake should be sent by phone, mail, fax or by e-mail to the following:



**Kienna Coffee Ltd.**

4049 74th Avenue SE

Calgary AB T2C 2H9

**Email:** [info@kienna.com](mailto:info@kienna.com)

**Toll Free:** 1-866-295-2241

**Phone:** (403) 444-9300

**Fax:** (403) 272-9301