



Joey's 40th Anniversary Giveaway Contest 2025 – Official Terms & Conditions

Date: April 15th, 2025

NO PURCHASE NECESSARY: Commencing on or about April 14th, 2025, and closing on October 31st, 2025, Joey's Only Franchising Ltd. ("Sponsor") will be offering the "Joey's Fish Shack Email Sign-Up Contest" ("Contest"). Each participating Joey's Fish Shack location in Canada will display various in-store promotional materials advertising how to enter the contest.

ELIGIBILITY: This contest is open to all residents of Canada (excluding the Provinces of Quebec, P.E.I., Nova Scotia, New Brunswick, Newfoundland and Labrador, and the Territories) who have reached the age of 18 in the province in which they reside and who are not an employee of, or domiciled with, an employee of Joey's Only Franchising Ltd., their franchisees, affiliates, subsidiaries, or their advertising and promotion agencies. Entrants under the age of majority in the province in which they reside must receive permission from a parent/legal guardian who will be considered the entrant.

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. Any information and/or material submitted by you pursuant to this Contest must be truthful, complete, accurate, and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

HOW TO ENTER: There is no purchase necessary to enter the Contest. To enter, eligible participants must sign up to receive promotional email communications through the official contest submission form during the Contest Period.

Each submission must be unique and must be submitted using a valid email address. Duplicate or fraudulent entries will be disqualified. There is a limit of one entry per person. No entries will be accepted by any other means.

Entries must be received during the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled, or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize (defined below).

Entries received 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, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

The Sponsor reserves the right to reject and disqualify any entry which the Sponsor, in its sole discretion, determines to be inconsistent with its reputation. The Sponsor assumes no responsibility for entries it is unable to process due to network, hardware or other technical failures or lost entries.

CONTEST STAGES AND WINNER SELECTION: The Contest follows a randomized selection process:

Entry Period – Eligible participants sign up for Joey’s Fish Shack promotional emails from April 14th, 2025, through October 31st, 2025.

Gift Card Drawings – At five (5) points throughout the 2025 calendar year, one winner will be randomly selected to receive a \$500 Joey’s Fish Shack gift card.

Family Fun Prize Package Winner – One (1) Grand Prize winner will be randomly selected from all valid entries received during the Contest Period. Selection will take place at the beginning of November 2025.

The Sponsor reserves the right to adjust the timing of draws and the number of gift card prizes awarded during the Contest Period.

PRIZE AND APPROXIMATE RETAIL VALUE: There are six (6) prizes (collectively the "Prizes") available to be won consisting of:

- One (1) Grand Prize Family Fun Prize Package including a variety of family-friendly items such as games, Joey’s branded products, snacks, and gift certificates (collectively valued up to approximately \$3,000 CAD).
- Five (5) \$500 Joey’s Fish Shack gift cards (total value: \$2,500 CAD).

The Grand Prize Family Fun Prize Package may not be exactly as shown in promotional materials. Joey’s Only Franchising Ltd. reserves the right to modify, substitute, or adjust any item in the Family Fun Prize Package based on availability, model, or brand. Items of equal or greater value may be substituted without notice or obligation.

Gift cards will be awarded by mail or in-person pick-up, at the discretion of the Sponsor, throughout the year. The Family Fun Prize Package will be awarded on or before November 15th, 2025.

Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Sponsor reserves the right, in its and its sole and absolute discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason, without liability.

The Sponsor is not responsible for any loss or damage to the prize during shipping, delivery, or after the time of pickup. Some items included in the Grand Prize Family Fun Prize Package may be pre-owned or previously used. The Sponsor makes no guarantees regarding the condition, performance, or functionality of these items and assumes no responsibility for any issues that may arise from their use.

WINNER SELECTION, NOTIFICATION AND PRIZE CLAIM CONDITIONS: Potential winners will be contacted at the email address provided at the time of entry (the "Notification") with further instructions on how to claim their Prize. Sponsor must receive an email response from the potential winner, at the email address provided by Sponsor in the Notification, within five (5) days of such Notification. If Sponsor is unsuccessful in reaching the potential winner, for any reason whatsoever, the potential winner will be disqualified and Sponsor may (but is not obligated to) select another entrant (until such time as an entrant satisfies the terms set out herein) or cancel the Prize, all at Sponsor's sole and absolute discretion. Sponsor is not responsible for the failure for any reason whatsoever of the potential winner to receive the Notification or for Sponsor to receive the potential winner's response.

The odds of being selected as a potential winner depend on the total number of eligible entries received by the Sponsor during the Contest Period. Before being declared a winner, the selected entrant shall be required to: (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by email; and (ii) sign and return the Confirmation and Release (defined below).

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 selected entrants after the Contest's closing date to award the correct number of Prizes.

RELEASE: Potential winners will be required to execute a legal agreement and release ("Confirmation and Release") that confirms potential winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Releasees from and against any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest and/or Prize related activity or the acceptance, use, misuse, or delivery of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of the Prize or any other property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor the unrestricted right, in the Sponsor's individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the winner's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation

thereof. The executed Confirmation and Release must be promptly returned to Sponsor within the timeframe required or the selected entrant may be disqualified and not eligible to win the Prize.

INDEMNIFICATION BY ENTRANT: By entering the Contest, entrant releases and holds Releasees harmless from and against 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 Releasees from any and all claims by third parties relating to the Contest, including without limitation any claims of infringement of rights to copyright, privacy and/or personality.

LIMITATION OF LIABILITY: Sponsor assumes no responsibility or liability for: (a) lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Confirmation and Release, (b) 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, (c) 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, (d) 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, (e) 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, (f) 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. 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 or the Contest Website.

CONDUCT: By participating in the Contest, each entrant agrees to be bound by the Contest Rules. 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 its 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; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online Sponsor property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Caution: Any attempt to deliberately 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 fully seek remedies and damages permitted by law, including but not limited to criminal prosecution.

PRIVACY / USE OF PERSONAL INFORMATION: By participating in the Contest, entrant: (i) 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 winner; (ii) grants to the Sponsor the right to use his/her Personal Information for administrative, publicity, and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) 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 (i) and (ii) above.

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 Joey's Fish Shack Privacy Policy at: [<https://joeysfishshack.ca/privacy-policy>] Joey's Fish Shack's Privacy Policy not only outlines its commitment to safeguarding Personal Information, but it also details how to opt-out of receiving marketing communications.

INTELLECTUAL PROPERTY: By participating in the Contest, entrant agrees that all of Sponsor's intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations used in relation to his Contest are owned by the Sponsor and/or its 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.

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 Alberta 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.

DISCREPANCIES: 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 Entry Form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.