

# CUSTOMER SERVICE SURVEY CONTEST RULES & REGULATIONS

Revised effective March 1, 2016

## 1. How to Enter

Complete the customer service survey using your custom transaction code at:

[www.overwaitea.com/survey](http://www.overwaitea.com/survey) or

[www.coopersfoods.com/survey](http://www.coopersfoods.com/survey)

during a Contest Period, and you will be electronically entered into the Contest.

## 2. No Purchase Necessary

No purchase is necessary to enter the Contest. To enter without a purchase you can proceed directly to the contest qualification page [here](#). Limit of one no purchase entry per person per day.

## 3. Contest Period

Each Contest begins at 12:00 am (Pacific Time) on the first day of each calendar month and closes at 11:59 pm (Pacific Time) on the last day of that same calendar month (the "**Contest Period**"). All entries must be received no later than the close of the Contest Period. The Overwaitea Food Group reserves the right to terminate the Contest at the end of any Contest Period, without prior notice.

## 4. Prize Drawing

On the 10th day of each month, at approximately 10:00 am (Pacific Time), a random draw from all entries received within the previous Contest Period will be conducted at the offices of Overwaitea Food Group in Langley, B.C. The Overwaitea Food Group computer system will be used to make a random draw or random draws, as the case may be. The odds of winning a prize in each Contest Period are dependent upon the total number of eligible entries received.

## 5. Prize

Each valid entry received during a month is eligible to win the monthly prize consisting of Overwaitea Food Group gift cards with a total value of one thousand dollars (CDN \$1,000.00).

## 6. Prize Not Transferable and No Substitutions

Prizes must be accepted as awarded. No cash equivalent or exchange of prize is permitted. All aspects of the prize are non-transferable. The Overwaitea Food Group reserves the right to make substitution for the prize, which in the opinion of the Overwaitea Food Group, is of similar kind or value, without prior notice. Any and all expenses, costs and all local, provincial or federal taxes or sales taxes resulting from winning and accepting the prize are the responsibility of the winner.

## 7. Notification

The entrants whose names are drawn will be contacted by the Overwaitea Food Group. The Overwaitea Food Group will only contact selected entrants. Attempts will be made to contact the selected entrant during regular business hours for a period of three (3) business days after the date of the prize draw. If a selected entrant cannot be contacted, fails to respond to any telephone messages left by the Overwaitea Food Group within this period, or the prize is refused, then he/she will forfeit any right to the prize and the Overwaitea Food Group may, in its sole discretion, select an alternate winner or withdraw the prize.

It is the entrant's responsibility to keep his/her mailing address and phone number current with the Overwaitea Food Group.

**8. Distribution of Prize**

Selected entrant must claim their prize as directed by the Overwaitea Food Group by no later than ten (10) business days after the date of the prize draw. If the selected entrant has not claimed the prize within this period, then he/she will forfeit any right to the prize and the Overwaitea Food Group may, in its sole discretion, select an alternate winner or withdraw the prize.

**9. Eligibility**

This Contest is open to Canadian residents, excluding Quebec, who have reached the age of majority in the Province/Territory in which they reside. Directors, officers and employees of the Overwaitea Food Group and ForeSee, and their respective advertising and promotional agencies are not eligible to enter this Contest nor are their immediate family (father/mother, brother/sister, son/daughter) or persons living under the same roof with them.

**10. Entries Property of Overwaitea Food Group**

All entries are the property of the Overwaitea Food Group and will not be returned for any reason whatsoever.

**11. Contest Rules & Regulations**

By participating in the Contest, the entrants unconditionally agree to be bound by the Contest Rules & Regulations. The entrants further agree to be bound by the decisions of the Overwaitea Food Group regarding the Contest Rules & Regulations or in any way relating to this Contest, as may be determined by the Overwaitea Food Group in their sole discretion, which will be final and binding in all respects.

**12. Privacy / Use of Personal Information**

ForeSee will disclose to the Overwaitea Food Group the name and such personal information (telephone number, e-mail address) of each entrant as is necessary for the administration of the Contest. The contents of each survey are governed by the privacy policies of ForeSee and the Overwaitea Food Group, which can be found at:

[www.overwaitea.com/privacy-policy](http://www.overwaitea.com/privacy-policy)      [www.coopersfoods.com/privacy-policy](http://www.coopersfoods.com/privacy-policy)

and

<http://www.foreseeresults.com/privacy-policy.shtml>

**13. Disqualification**

The Overwaitea Food Group reserves the right, in its sole discretion, to disqualify any selected entrant who:

- (a) cannot be reached by the Overwaitea Food Group by telephone or has not responded to telephone messages left within five (5) business days of the prize draw;
- (b) is unwilling or unable to comply with the Contest Rules & Regulations;
- (c) has not claimed the prize as directed by the Overwaitea Food Group within ten (10) business days of the prize draw;
- (d) has tampered or attempted to tamper with the entry process or the operation of the Contest;
- (e) has not signed the Declaration, Release and Waiver Form in the form required by the Overwaitea Food Group within ten (10) business days of the prize draw;
- (f) for any reason whatsoever is unable or does not wish to accept the prize as awarded;

- (g) is not eligible by law; or
- (h) is deemed by the Overwaitea Food Group, in its sole discretion, to be ineligible, disqualified, or in non compliance for any reason whatsoever.

In all such cases, the selected entrant will forfeit his/her right to the prize without compensation and the Overwaitea Food group may, in its sole discretion, select an alternate prizewinner or withdraw the prize.

**14. No Warranty**

Neither ForeSee, the Overwaitea Food Group, nor their respective affiliates, subsidiaries, sponsors, suppliers, or otherwise make any warranty, representation or guarantee, express or implied, in relation to a prize, including without limitation quality, merchantability or fitness for a particular purpose.

**15. Release**

By entering into this Contest, all entrants (including the prizewinners) hereby agree to release, discharge and hold harmless the Overwaitea Food Group and ForeSee, their respective affiliates, subsidiaries, sponsors, suppliers and advertising, promotion and service agencies involved in this Contest, including all of their respective directors, officers, employees or agents, from any and all loss, harm, liability, claims, damages, causes of action, costs or expense of any kind whatsoever with respect to or arising out of:

- (a) the entrant's participation in the Contest;
- (b) the entrant's participation in any Contest-related activity;
- (c) the entrant's acceptance, use, misuse or any other matter in relation to the prize;
- (d) the distribution of the prize; or
- (e) the administration of the Contest.

**16. Limitations of Liability**

ForeSee and the Overwaitea Food Group are not responsible for and will assume no liability for:

- (a) entries which are lost, late, delayed, incomplete, postage due, illegible, damaged, destroyed, irregular, mutilated, forged, garbled, incorrectly addressed, misdirected, mechanically reproduced or are otherwise in any way not entered or eligible for the Contest;
- (b) incorrect or inaccurate information in the entries or in relation to the administration of the Contest whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur, including without limitation typographical errors;
- (c) telephone, technical, network, online, electronic or computer failures of any kind regardless of the cause in relation to the administration of the Contest;
- (d) the failure of the Overwaitea Food Group to notify any selected entrant that their name has been drawn for any reason whatsoever;
- (e) the failure of the Overwaitea Food Group to receive a selected entrant's response for any reason whatsoever;
- (f) theft or destruction or unauthorized access to, or alteration of, entries;
- (g) any error in compiling entries;
- (h) any error in awarding prizes;

- (i) any condition caused by events beyond the control of ForeSee or the Overwaitea Food Group which disrupts or interferes with the Contest; or
- (j) any other similar events or circumstances whatsoever.

**17. Declaration, Release and Waiver Form**

Prior to being awarded the prize, the selected entrant must sign and return a Declaration, Release and Waiver Form in the form required by the Overwaitea Food Group and any other documentation required by the Overwaitea Food Group, which will include without limitation:

- (a) confirmation of eligibility for the Contest;
- (b) confirmation of compliance with the Contest Rules & Regulations;
- (c) a release of the Overwaitea Food Group and its affiliates and subsidiaries and all of their respective directors, officers, employees and agents, from any and all liability for any damage or loss related to, resulting or arising from or in connection with the Prize or the Contest; and
- (d) a release of ForeSee and its affiliates and subsidiaries and all of their respective directors, officers, employees and agents, from any and all liability for any damage or loss related to, resulting or arising from or in connection with the Prize or the Contest.

If the Overwaitea Food Group does not receive the selected entrant's Declaration, Release and Waiver Form prior to or concurrently with the awarding of the prize in accordance with these Contest Rules & Regulations, then such selected entrant forfeit his/her right to the prize and the Overwaitea Food Group may select an alternate prizewinner or withdraw the prize.

**18. Use of Name, Image, etc.**

By acceptance of a prize, prizewinners consent to the use of their name, city and province of residence, biographical information, likeness, videos, photographs, voice, statements or testimonials in any advertising, promotion and for publicity purposes in connection with this Contest, other promotions and for general news and information purposes, without further compensation or notice.

**19. Costs and Expenses and Taxes**

Prizewinners will be responsible for any and all costs and expenses in connection with the prize, including without limitation any licensing, insurance, transportation, taxes or other charges.

**20. Compliance with Laws**

This Contest is subject to all federal, provincial and municipal laws and regulations. These Contest Rules & Regulations are subject to change without notice in order to comply with any applicable federal, provincial or municipal laws.

**21. Reservation of Right to Terminate**

At any time and without notice, the Overwaitea Food Group may cancel, terminate, modify or suspend this Contest in whole or in part or alter the Contest Rules & Regulations.

**22. List of Winners**

For a list of winners with prize values over one hundred dollars (\$100), entrants may send a self-addressed stamped envelope within fourteen (14) days of the draw date of the contest to:

Overwaitea Food Group, P.O. Box 7200, Vancouver, BC, V6B 4E4  
Attention: Customer Service Survey Contest