

**TACO BELL® CANADA AND XBOX CONTEST**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**VOID IN QUEBEC AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Taco Bell® Canada and Xbox Contest ("Contest") is sponsored by Taco Bell National Advertising Co-Operative, 191 Creditview Rd., Suite 100, Vaughan, ON L4L 9T1, TB Canada Company, Toronto, ON, CA and Microsoft Corporation, Redmond, WA., USA ("Sponsor"), and is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033, USA ("Administrator").

- 1. CONTEST TIMING:** The Contest begins on January 11, 2021 at 12:00 AM (midnight) Eastern Time ("ET") and ends on February 28, 2021 at 11:59:59 PM ET ("Contest Period"). The Administrator's computer is the Contests' official clock.
- 2. ELIGIBILITY:** The Contest is open only to legal residents of Canada (excluding Quebec) who are the age of majority in their place, province or territory of residence at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, Kentucky Fried Chicken Canada Company, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Contest Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable federal, provincial, territorial and local laws and regulations apply. Void in Quebec and where prohibited or restricted by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Use of any automated system or any like methods to participate in the Contest is prohibited and will result in disqualification of any entrant attempting such use. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Contest, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.
- 3. HOW TO ENTER THE CONTEST:** Eligible entrants may only obtain Codes through a legitimate restaurant 20oz drink purchase, as described below, or for free (also as described below). Codes may not be sold, bartered, or transferred. Codes are void if not obtained through authorized means. **There are two (2) ways to enter the Contest:**
  - A. Make a Purchase:** During the Contest Period, an eligible consumer who purchases a 20 oz drink from a participating Taco Bell restaurant, while supplies last, will receive one (1) Code upon completed purchase (printed on the Taco Bell cup). Not all Taco Bell restaurants will participate in the Game. An eligible entrant must then visit <https://www.winxboxcanada.ca> ("Website") and enter his/her email address. If it is the entrant's first visit to the Website, he/she must complete and submit the registration form by providing the information requested by Sponsor including, but not limited to: complete first and last name, street address (P.O. Boxes are not permitted), province/territory,

Postal Code, daytime phone number, date of birth, and agree to these Official Rules. Upon subsequent visits, entrant will only need to enter his/her email address. Entrant must then enter his/her Code. After submitting the required information, entrant will automatically receive one (1) entry into the Contest.

- B. Mail-In Entry:** An eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, province, postal code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: Taco Bell Canada and Xbox Contest, 191 Creditview Rd., Suite 100, Vaughan, ON L4L 9T1. All Mail-In Entries must be postmarked no later than March 1, 2021, and received on or before March 8, 2021, in order to be eligible. Limit one (1) mail-in request per outer envelope. All eligible Mail-In Entries will be entered into the random draw as outlined in Section 4.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Limit: Regardless of the method of entry, an entrant may receive a maximum of one (1) entry per day during the Contest Period. A "day" is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on each calendar day during the Contest Period. An entrant will receive no more than the stated number of entries during the Contest Period. If more than the stated number of entries is received from the same person, telephone number and/or e-mail address on any given day during the Contest Period, the entries may, at the Sponsor's sole discretion, be disqualified.

- 4. RANDOM DRAWING:** On or about March 16, 2021, Administrator will select one hundred sixty-five (165) potential winners from among all eligible entries received during the Contest Period. A selected entrant will not be a declared winner until verification of the entrant's eligibility and compliance with these Official Rules as determined by Sponsor or Administrator, at their sole and absolute discretion. Each selected entrant will be required to correctly answer a timed mathematical skill-testing question as further described in Section 6 before being declared a winner.

**5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**

- A. Prize (165):** Each prize is an Xbox Series X console and six (6) months of Xbox Game Pass Ultimate. The ARV of each prize is \$702 CDN.

- B. Total ARV:** The total ARV of all prizes available in this Contest is \$115,830 CDN.

- C. Odds of Winning:** The odds of winning a prize depend on the number of eligible entries received during the Contest Period.

- D. General:** There is a limit of one (1) prize per person/household. In no event will more than one hundred sixty-five (165) prizes be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.

Xbox Game Pass Ultimate: Redeem at [microsoft.com/redeem](https://microsoft.com/redeem) by May 28, 2021. If you are already an Xbox Game Pass or Xbox Live Gold member, any days remaining in your membership(s) will be converted to Ultimate using a conversion ratio. All conversions to Ultimate are final. Maximum 36 months of Ultimate redeemed per account at a time. Game catalog varies over time. Learn more at [xbox.com/gamepass](https://xbox.com/gamepass).

- 6. HOW TO CLAIM A PRIZE:** Each potential winner will be notified via e-mail by Sponsor or its authorized designee at the e-mail address provided at the time of entry. Before being declared the winner, the potential winners will be required to execute a Declaration of Eligibility/Liability/Publicity Release, (“Declaration”), sent with the e-mail notification. Before being declared a winner, he/she will be required to correctly answer a timed mathematical skill-testing question without assistance, which will be provided with the email notification or the prize will be forfeited. The potential winners must return a fully executed Declaration, which includes their answer to the skill-testing question, to the Sponsor or its authorized designee within three (3) calendar days from the date it is postmarked as being sent to the potential winner or the prize may (in Sponsor’s sole discretion) be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the prize, or in the event that a potential winner fails to return an executed and notarized Declaration, or fails to correctly complete the skill-testing question, within the three (3) calendar day deadline, the prize may be forfeited, and in the Sponsor’s sole discretion, the forfeited prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

WINNERS WILL BE ISSUED A FORM 1042, AS APPROPRIATE, FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL INSURANCE NUMBER, AS APPROPRIATE, AS REQUIRED BY LAW. ALL PROVINCIAL, TERRITORIAL, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNERS.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered emails, including without limitation e-mails that are not received because of a winner’s privacy or spam filter settings which may divert any Contest e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a prize is non-assignable, non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor’s sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility. Prizes will be fulfilled approximately 6 – 8 weeks from verification of winner’s eligibility. Contest Entities shall not be held responsible for any delays in awarding a prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that the Contest Entities, and each of their respective affiliates, parent company, franchisees, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, contest, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission,

interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Contest Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release, indemnify, defend and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Released Parties have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); (h) acts of God; or (i) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more than the stated number of prizes be awarded. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than the stated number of prizes to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**DISPUTE RESOLUTION: THIS CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN. ANY AND ALL DISPUTES ARISING UNDER THIS CONTEST, WHETHER AS TO INTERPRETATION, PERFORMANCE OR OTHERWISE, SHALL BE SUBJECT TO THE**

**EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY ATTORNS TO THE JURISDICTION OF THE COURTS OF SUCH PROVINCE. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY ARBITRATION USING THE CANADIAN ARBITRATION ASSOCIATION EXPEDITED ARBITRATION RULES. THE PARTIES AGREE THAT THE CANADIAN ARBITRATION ASSOCIATION EXPEDITED ARBITRATION RULES GIVE THE PARTIES A FAIR OPPORTUNITY TO PRESENT THEIR CASE AND RESPOND TO THE CASE OF THE OTHER SIDE. THE ARBITRATION SHALL BE HELD IN TORONTO AND SHALL PROCEED IN ACCORDANCE WITH THE PROVISIONS OF THE ARBITRATION ACT ONTARIO. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR CONTEST ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE CONTEST PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

- 8. PRIVACY:** Any personally identifiable information collected during an entrant's participation in the Contest will be collected by the Sponsors or their agent and used by Sponsors, their affiliates, agents, and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules, and in accordance with each Sponsor's Privacy Policies as stated at <https://www.tacobell.ca/en/privacy> and <https://go.microsoft.com/fwlink/?LinkId=521839>. Each entrant expressly consents to the Sponsor and the Administrator storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Contest and/or providing and personalizing the above noted communications. Personal information may be transferred and stored for these purposes in jurisdictions outside of Canada, including the United States.
- 9. PUBLICITY RIGHTS:** By participating in the Contest and/or accepting a prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state/province), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Contest and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 10. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. Any attempted form of participation in this Contest other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been

entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" 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 (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

**11. WINNER LIST:** For a copy of the winners list, interested individuals should mail a self-addressed stamped business envelope to: Winners List – Taco Bell Canada and Xbox Contest, P.O. Box 251328, West Bloomfield, MI 48325, USA. Winner List requests must be received no later than April 28, 2021.

Customer Service inquiries may be made at [Contact Us](#).

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