

**FIVE GUYS “CANADIAN CUSTOMER SATISFACTION SURVEY” SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SWEEPSTAKES ENTRY PERIOD:** The **Five Guys “Canadian Customer Satisfaction Survey” Sweepstakes** (the “Sweepstakes”) begins at 12:00:01 AM Eastern Time (“ET”) on Wednesday, January 01, 2020 and ends at 11:59:59 PM ET on Thursday, December 31, 2020 (the “Sweepstakes Period”).

**ELIGIBILITY:** The Sweepstakes is open to legal residents of Canada, who are the age of majority in his/her province of residence at the time of entry (“Participant”). Void outside Canada, and wherever else prohibited by law. Employees of Five Guys Enterprises, LLC (the “Sponsor”), US Sweepstakes & Fulfillment Company (the “Sweepstakes Administrator”) and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** There are two (2) ways to enter.

**Method #1: Survey Entry.** During the Sweepstakes Period, receive a specially-marked cash register receipt at a participating Five Guys restaurant which will have instructions printed on them inviting Participant to visit the Sponsor’s website [www.FiveGuys.ca/survey](http://www.FiveGuys.ca/survey), within 30 days of receipt date and complete any required customer satisfaction survey questions and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the “Survey Entry”). Survey entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.fiveguys.ca/Privacy-Policy>.

**Method #2: Alternate Method of Entry (“AMOE”).** To enter without making a purchase at a Five Guys restaurant or without completing the survey, mail a postcard (the “Mail-In Entry”), including your name, complete address, email address and phone number to the following address to receive one (1) entry into the Sweepstakes: Five Guys Customer Satisfaction Survey Sweepstakes, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L2G 7K3. **Each Mail-In Entry must be mailed separately and must be postmarked and received by the date indicated in the chart below, to be eligible for that Survey Period drawing.** Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

**SURVEY PERIODS:** There are twelve (12) Survey Periods as defined in the chart below (“Survey Period”). **Entries must be received during the Survey Period to be eligible for that Survey**

**Period drawing. Non-winning Survey Period entries will not be rolled over to subsequent Survey Periods.**

Survey Period	Entry Period Start Date: 12:00:00 AM ET on	Entry Period End Date: 11:59:59 PM ET	Mail-In Entry Received By Date:	Survey Period Drawing Date: 2:00 PM ET
1	01/01/20	01/31/20	02/07/20	02/10/20
2	02/01/20	02/29/20	03/07/20	03/10/20
3	03/01/20	03/31/20	04/07/20	04/10/20
4	04/01/20	04/30/20	05/07/20	05/11/20
5	05/01/20	05/31/20	06/08/20	06/10/20
6	06/01/20	06/30/20	07/07/20	07/10/20
7	07/01/20	07/31/20	08/07/20	08/10/20
8	08/01/20	08/31/20	09/08/20	09/10/20
9	09/01/20	09/30/20	10/07/20	10/12/20
10	10/01/20	10/31/20	11/07/20	11/10/20
11	11/01/20	11/30/20	12/07/20	12/10/20
12	12/01/20	12/31/20	01/07/21	01/11/21

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:** There are ten (10) Monthly Prizes available to be won. Each Monthly Prize winner will receive one (1) \$25 CAD Five Guys Gift Card. **The ARV of each First Prize: \$25 CAD.**

**The total ARV of all prizes available to be won: \$3,000 CAD.**

There is a limit of one (1) prize per person per month. Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** Monthly Prize winners will be selected in a series of random drawings from among all eligible entries received within the corresponding Survey Period at 2:00 PM ET on the corresponding Survey Period Drawing Date indicated in the Survey Period Schedule in the “Survey Periods” section of these Official Rules. Potential Monthly Prize winners will be notified by email and requested to confirm their mailing address within 48 hours via return email. Prizes will be sent to the address on the entry form or new address provided via email within 4-6 weeks of winner being verified.

**WINNER NOTIFICATION & VERIFICATION:** Potential Monthly Prize winners will be notified by email and requested to confirm their mailing address and will be required to correctly answer a skill-based mathematical test question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of Declaration and Release) within five (5) days of notification in order to be eligible to receive his or her prize. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the skill-testing question will result in disqualification of the potential winner and an alternate winner may be selected. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it

deems appropriate based on the circumstances and/or to comply with applicable law. Prizes will be sent to the address on the entry form or new address provided via email within 4-6 weeks of winner being verified.

**PRIZE CONDITIONS:** Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the Five Guys complete terms and conditions, including expiration dates.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility

requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Virginia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Fairfax County, Virginia and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Fairfax County, Virginia. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Fairfax County, Virginia. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

For Quebec residents: Any litigation respecting the conduct or organization of this Contest may be submitted to the Régie des alcools, des courses et des jeux du Quebec for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

**PRIVACY:** Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.fiveguys.ca/Privacy-Policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by December 31, 2020, to: **Five Guys Canadian Customer Satisfaction Survey Sweepstakes Official Rules Request**, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L2G 7K3.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after January 11, 2021) send a stamped, self-addressed envelope (no later than 2/28/21), to: **Five Guys Canadian Customer Satisfaction Survey Sweepstakes Winner Confirmation Request** 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L2G 7K3.

**SPONSOR:** Five Guys Enterprises, LLC, 10718 Richmond Highway, Suite B, Lorton, VA 22079.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

**Void outside Canada and wherever else prohibited by law.**