

**Swiss Chalet's Dip 'n Win Peel and Reveal Promotion 2010 (the "Contest")
DECLARATION AND RELEASE FORM**

To: Swiss Chalet Rotisserie and Grill, a Division of Cara Operations Limited (the "Sponsor")

INSTRUCTIONS TO POTENTIAL WINNER: Please read this entire Declaration and Release Form ("**Declaration and Release**") carefully and complete, legibly, all of the areas below requiring you to submit information. Sign this document where indicated below (and have your parent/legal guardian complete the relevant section below if you are under the age of majority in your province/territory of residence) and mail your completed Declaration and Release, along with your original winning Dip n' Win Promotional Sauce Cup Label (the "**Label**") to: "Swiss Chalet's Dip 'n Win Peel and Reveal Promotion 2010", PO Box 3050, Station D, Etobicoke, ON M9A 4X5. We suggest you keep a copy of the Label for your records. We strongly recommend sending all materials by REGISTERED MAIL, return receipt requested, and keep a copy of the label and Declaration and Release Form for your records.

YOU MUST COMPLETE ONE DECLARATION AND RELEASE FORM FOR EACH PRIZE YOU ARE CLAIMING. ALL PRIZE CLAIMS MUST BE RECEIVED BY NO LATER THAN **JULY 25, 2010** TO BE ELIGIBLE.

Potential Winner's Personal Information:

Name: _____ Address: _____

City: _____ Province/Territory: _____

Postal Code: _____ Day Phone: _____

Evening Phone: _____ Date of Birth (mm/dd/yy): _____

Address of the Swiss Chalet Restaurant where the winning label was received: _____

SKILL-TESTING QUESTION

In order to be eligible to win a \$20 HMV Canada Gift Card or a DVD of THE SPY NEXT DOOR in the Contest, you must first correctly answer, unaided, the mathematical skill-testing question below. Please correctly answer the following skill-testing question without mechanical or other assistance:

240 divided by 10
Multiplied by 4
Subtract 12
Add 62

Answer: _____

If you are eligible to win one of the other prizes listed below (i.e. a prize other than a \$20 HMV Canada Gift Card or a DVD of THE SPY NEXT DOOR), then you will be contacted by a representative of Sponsor, who will administer a time-limited mathematical skill-testing question via phone at a mutually-convenient time, which you must answer without assistance of any kind, whether mechanical or otherwise.

I, the Potential Winner identified above, am the potential winner of the following prize (the "**Prize**") in the Contest (please select one):

- | | |
|---|--|
| <input type="checkbox"/> 2010 MAZDA 5 GS Vehicle (ARV: \$24,285) | <input type="checkbox"/> DVD of THE SPY NEXT DOOR (ARV: \$38.95) |
| <input type="checkbox"/> Orlando, FL Family Prize Package (ARV: \$5,000) | <input type="checkbox"/> Lexmark All-in-One with Fax Printer (ARV: \$159.99) |
| <input type="checkbox"/> Dell™ Inspiron ¹⁵ Laptop (ARV: \$809.00) | <input type="checkbox"/> \$20 HMV Canada Gift Card (ARV: \$20.00) |
| <input type="checkbox"/> Black & Decker CM 1836 36V Cordless Lawn Mower (ARV: \$499.99) | |

I understand that if I have correctly answered the mathematical skill-testing question as outlined above, and if I complete this Declaration and Release and otherwise comply with the Official Rules and Regulations (the "**Rules**"), I will win the Prize above.

In consideration of awarding me the Prize, I hereby declare and agree as follows:

1. I have received, read, understood and have complied in full, and will comply in full, with the Rules, a copy of which are attached, and I have answered the skill-testing question above in the manner prescribed. I understand that my participation in the Contest is subject to the Rules.
2. I am an individual resident of Canada (excluding Quebec) of the age of majority in my province/territory of residence (or I have had my parent or legal guardian execute this Declaration and Release on my behalf below) and neither I nor any person with whom I reside is an employee,

representative or agent of the Sponsor, its parent companies, subsidiaries, affiliates, related companies, franchisees, or their respective advertising and promotion agencies and suppliers (collectively, the "Promotion Parties"). I am otherwise eligible to enter the Contest, in accordance with paragraph 2 of the Rules.

3. I consent to the use by the Sponsor of my name, address, city of residence, voice, photograph or other likeness and statements relating to the Contest, without further notice or compensation, in any printed and/or broadcast (including on the Internet) advertising or publicity referencing my participation in the Contest and/or my acceptance or my enjoyment of the Prize.
4. I accept the Prize as awarded and acknowledge that the Prize is: (i) as described in the Rules; and (ii) subject to all of the terms and conditions as stated in the Rules.
5. I hereby release and forever discharge the Promotion Parties and each of their respective officers, directors, owners, partners, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from, and waive as against all of them all recourse respecting, any and all claims, losses or damages whatsoever, which I now have or may have in the future for or by reason of or in any way arising out of or related to the Prize, including, without limitation: (a) any claims, losses or damages arising out of my receipt, use or misuse of the Prize or any portion thereof; (b) any financial, legal or moral responsibility resulting from my participation in the Contest; and (c) any claims, demands or causes of action which might be made or brought by me, in any way connected with my participation in the Contest and/or my acceptance of the Prize.
6. The provisions of this Declaration and Release shall be for the benefit of the Releasees and their respective heirs, executors, administrators, legal and personal representatives, successors and assigns and shall be binding upon me and my heirs, executors, administrators, legal and personal representatives, successors and assigns.
7. The provisions of this Declaration and Release shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and I irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
8. I agree to return immediately upon demand to Sponsor any Prize or the value of such Prize, which has been awarded to me if any statement made by me in this Declaration and Release is false.
9. I have carefully read the contents of this Declaration and Release, and I fully understand and agree to all of its provisions. I have given this Declaration and Release of my own free will. I have had the opportunity to seek independent legal advice, and in the event I did not avail myself of that opportunity, I did so voluntarily and without any undue pressure, and I agree that my failure to obtain independent legal advice may not be used as a defence to the enforcement of this Declaration and Release.

NOTICE: By signing this document you give up certain legal rights. This document contains a complete release and waiver of claims - read completely before signing. You also understand and agree that by signing this document you are acknowledging full compliance with the Official Rules and Regulations relating to the Contest.

Dated at _____ this _____ day of _____, 2010.

_____ Signature	_____ Witness Signature
_____ Name (Please Print)	_____ Witness Name (Please Print)

**TO BE COMPLETED IF POTENTIAL WINNER IS
UNDER THE AGE OF MAJORITY IN HIS/HER JURISDICTION OF RESIDENCE**

I, the undersigned, represent that I am the _____ (Mother, Father, Legal Guardian) of the Winner named above, and as such I am fully authorized and entitled to enter into this agreement on his/her behalf.

ADULT WITNESS SIGNATURE

SIGNATURE OF PARENT OR
LEGAL GUARDIAN

Name:

Name: