

EAST SIDE MARIO'S FAMIGLIA TRIP GIVEAWAY 2023

OFFICIAL CONTEST RULES & REGULATIONS

1. **GENERAL.** The East Side Mario's Famiglia Trip Giveaway 2023 (the "**Contest**") is intended for legal residents of Canada, excluding Quebec. No purchase necessary. By entering, you acknowledge that you have read, understand and will comply with the following rules (the "**Official Rules**") in their entirety, which Official Rules are final and binding on all matters pertaining to the Contest.
2. **CONTEST DATE.** The Contest begins on March 13, 2023 at 12:01 a.m. EST and ends on April 16, 2023 at 11:59:59 p.m. EST (the "**Contest Period**") after which time the Contest will be closed and no further entries will be accepted.
3. **ELIGIBILITY.** This Contest is administered by East Side Mario's, a division of Recipe Unlimited Corporation ("**Recipe**") and sponsored by Pepsico Beverages Canada (the "**Sponsor**") and is open to legal residents of Canada, excluding Quebec, of the age of majority in their province/territory of residence, except franchisees, employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its parent company, subsidiaries, affiliates and related companies, as well as Head Office employees and their respective advertising and promotion agencies, suppliers and the independent judging organization (collectively, the "**Promotion Parties**"). The information you provide will only be used for the administration of this Contest and in accordance with Recipe's privacy policy (the "**Privacy Policy**"), which can be found at <https://www.recipeunlimited.com/en/privacy.html>.
4. **HOW TO ENTER, PLAY and WIN.**
 - a. **In Restaurant Entry** - To enter, provided that an entrant is eligible to enter the Contest as per rule 3 above, purchase any Pepsi® product at a participating East Side Mario's restaurant, scan the QR code located in restaurant and enter the requested information, including but not limited to the restaurant location where you placed the order, the date of purchase, and the receipt number (an "**In Restaurant Entry**"). All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. Entrants (as defined below) are permitted to enter the Contest multiple times via In Restaurant Entry during the Contest Period, with a maximum of one (1) receipt per day. You must have an active e-mail address in order to qualify. Once you have successfully submitted your original receipt you will earn four (4) entries to the Contest.
 - b. **E Commerce Entry** – To enter, provided that an entrant is eligible to enter the Contest as per rule 3 above, purchase any Pepsi® product through the East Side Mario's app or website, go to <https://www.eastsidemarios.com/en/famiglia-contest-wp.html> during the Contest Period, and enter the requested information, including but not limited to the restaurant location where you placed the order, the date of purchase, and the receipt number (an "**E Comm Entry**"). All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. Entrants (as defined below) are permitted to enter the Contest multiple times via E Comm Entry during the Contest Period to a maximum of one (1) receipt per day. You must have an active e-mail address in order to qualify. Once you have successfully submitted your original receipt you will earn four (4) entries to the Contest.

- c. **Online Entry - No Purchase Necessary.** To enter, provided that an entrant is eligible to enter the Contest as per rule 3 above, go to <https://www.eastsidemarios.com/en/famiglia-contest-np.html> during the Contest Period and subscribe to the East Side Mario's mailing list by entering your information. Once you have subscribed you will automatically be eligible to earn one (1) entry in the Contest (an "**Online Entry**"). All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. You must have an active e-mail address in order to qualify.

Individuals who submit a valid In Restaurant Entry, E Commerce Entry or Online Entry (collectively the "**Entries**" and each an "**Entry**") are hereinafter referred to as an "**Entrant**". For greater certainty, you can only use one (1) e-mail address to enter the Contest. If it is discovered that any person has attempted to: (i) obtain more than one (1) Online Entry per person/e-mail address during the Contest Period; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) e-mail address to enter the Contest; then (in the sole and absolute discretion of the Sponsor) they may be disqualified from the Contest and all of their entries voided. Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor): (i) the Entry Form is not fully completed with all required information and submitted during the Contest Period; and/or (ii) your entry does not conform to the specific submission requirements listed above. Use (or attempted use) of multiple names, identities, e-mail addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible entries (all of which are void).

All Entrants agree to the use of their name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Promotion Parties in any manner whatsoever, including print, broadcast or the internet.

- d. **How to Win the Prize.** There is one (1) prize available to be won through a random draw from all eligible Entries received during the Contest Period (the "**Draw**"). Following the Contest Period, a potential winner will be chosen by random Draw (the "**Selected Entrant**").

The Selected Entrant will be contacted by e-mail either during or following the Contest Period. If a Selected Entrant is unable to be contacted after 3 attempts, they forfeit being an eligible prize winner and another Entrant may, at the sole discretion of the Sponsor, be selected.

The Selected Entrant must correctly answer a mathematical skill-testing question without assistance and otherwise be in compliance with the Official Rules in order to be declared a prize winner. If a Selected Entrant does not meet all the eligibility criteria set out in the Official Rules, they will be disqualified and will not receive a prize and another Entrant may, at the sole discretion of the Sponsor, be selected.

5. ODDS OF WINNING. The odds of winning a prize depend on the number of eligible Entries participating in the Contest.

6. PRIZE DESCRIPTION.

There is one (1) prize available to be won consisting of an all-inclusive family trip to Orlando, Florida including airfare and accommodations (ARV: \$20,000 CAD) (the "**Prize**"). The Prize will be awarded

in the form of a Twenty Thousand Dollar (\$20,000) travel voucher to be redeemed through a travel agency, approved by Recipe, for a trip to Orlando, Florida.

The Sponsor is not responsible for providing any replacement for any unavailable component of a prize. The Sponsor makes no express or implied warranties or conditions of any kind with respect to safety, appearance or performance of a prize or activity offered. **The prize must be accepted as awarded and is non-transferable and non-redeemable for cash.** No substitutions, except by the Sponsor, who reserves the right to substitute a prize or any portion of a prize with a prize of equal or greater value. Upon the sole discretion of the Sponsor, a forfeited prize may be allocated to another eligible Entrant.

The Selected Entrant and their guests must provide all necessary personal details to the Sponsor or to a Sponsor-designated third party required for executing any travel bookings associated with the Prize, including but not limited to a copy of the winners' passports. Failure to provide any required information shall result in the disqualification of the Selected Entrant, and such Selected Entrant shall not be entitled to any replacement prize. The Prize must be redeemed by no later than December 31, 2023.

7. COMPLETION OF PRIZE CLAIM. Each prize winner will be required to sign and return a declaration of eligibility and compliance with the Official Rules, a liability release releasing the Promotion Parties from any liability occurring as a result of a prize being awarded and used and, where lawful, a publicity consent (collectively, a "**Declaration**") before any prize is awarded. Failure to comply with the Official Rules may result in disqualification and potential selection of an alternate eligible winner at the Sponsor's sole discretion. Selected Entrants will not be confirmed as winners unless the Entrant has complied with all of the Official Rules and correctly answered a mathematical skill-testing question without assistance. Any prize notification returned as undeliverable or any determination that any Selected Entrant is ineligible, may result in disqualification and potential selection of an alternate eligible winner. The Promotion Parties will have no liability or responsibility for any claim arising in connection with participation in this Contest or any prize awarded. By accepting a prize, each Entrant agrees to the use of their name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Promotion Parties in any manner whatsoever, including print, broadcast or the internet.

8. AWARDING OF PRIZES. The Sponsor is not responsible for and shall not be liable for unsuccessful efforts to notify winner(s). Use of a prize or any portion thereof, for a Contest or re-sale is strictly prohibited. No substitution of prizes will be permitted, except by the Sponsor who may substitute a prize or any portion of a prize with a prize of equal or greater value at their sole discretion. The Sponsor's obligation to the winner(s) is limited to the prizes specified above.

9. RELEASE. By entering the Contest and/or accepting a prize, each Entrant, and/or winner agree to release and hold harmless the Sponsor, its parent company, subsidiaries, affiliates, directors, officers, employees, franchisees and agencies (the "**Releasees**") from any liability whatsoever and waive any and all causes of action, for any claims, costs, injuries, losses or damages of any kind arising out of, or in connection with, the Contest or acceptance, possession, or use of a prize (including without limitation claims, costs, injuries, losses or damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, and indemnify the Releasees against any loss, damage or expense, including legal fees, that any of the Releasees may suffer or incur as a result of any non-compliance by Entrants with any of the Official Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an

Entrant of a prize, and the use of Entries by the Sponsor. The Promotion Parties and their officers, directors, affiliates, related entities, partners, partnerships, principals, representatives, agents, licensees, successors and assigns: (i) make no warranty, guaranty or representation of any kind concerning any prize; and (ii) disclaim any implied warranty.

10. ERRORS & DAMAGE. The Sponsor is not responsible for typographical or other errors in the offer or administration of this Contest, including, but not limited to, errors in advertising, the Official Rules, the selection and announcement of the winner(s), or the distribution of any prize. The Sponsor reserves the right at their sole discretion to disqualify any individual who is found (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Official Rules; or (iii) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

11. LIMITATIONS OF LIABILITY. The Promotion Parties are not responsible for late, lost, incomplete, irregular, or misdirected entries, e-mail or for any computer, online, telephone or technical malfunctions or human errors that may occur. If for any reason, the Contest is not capable of running as planned, or more prizes are awarded than planned, including due to a computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, the Sponsor may cancel, terminate, modify or suspend the Contest. Entrants further agree to release the Promotion Parties from any liability resulting from, or related to participation in the Contest or the awarding or use of a prize. The Sponsor reserves the right to terminate or withdraw this Contest at any time.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes and/or other Contest mechanics stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any Entrant with these Official Rules, or as a result of problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Rules, or for any other reason.

12. RIGHT TO TERMINATE, SUSPEND OR AMEND. The Sponsor reserves the right to withdraw, suspend or amend this Contest (or, amend these Official Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Official Rules, including, without limitation, any error, problem, computer virus, bug, tampering, unauthorized intervention, fraud, or failure. Any attempt to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, at its sole discretion, to disqualify from this Contest and any future contest, sweepstakes or other promotion conducted by the Sponsor, any individual that it finds or believes to be tampering with the prize claim process or the operation of the Contest; to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to cancel, suspend or amend this Contest, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. 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.

13. PERSONAL INFORMATION. By participating in this Contest, the eligible Entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest in accordance with the Sponsor's Privacy Policy. Personal information will not otherwise be used or disclosed without consent. This section does not limit any other consent(s) that an individual may provide the Sponsors or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor is collecting personal data about the eligible winner only for the purposes of administering this Contest. No further informational or marketing communications will be received by Entrants, unless the Entrant provides the Sponsor with explicit permission to do so.

14. GOVERNING LAW. This Contest and the Official Rules are governed by and to be construed under the laws of the Province of Ontario, Canada.

15. SUBJECT TO APPLICABLE LAWS. The Contest is subject to these complete Official Rules and all applicable federal, provincial and local laws and regulations. By participating in the Contest, you acknowledge that you have read the Official Rules and agree to abide by their terms and by the decisions of the Sponsor, which are final and binding on all matters pertaining to the Contest. **THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.**

16. LANGUAGE DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

IMPORTANT NOTE: The Sponsor will not involve itself in, and the Releasees accept no obligation or liability in respect of, any dispute regarding the identity of the rightful Selected Entrant. In any such case, the Sponsor reserves the right to take whatever action it deems appropriate based on the circumstances and/or to comply with applicable law.