

# HARVEY'S STANLEY CUP® FINAL TICKETS GIVEAWAY 2024 OFFICIAL CONTEST RULES & REGULATIONS

1. **GENERAL.** The Harvey's Stanley Cup® Final Tickets Giveaway 2024 (the “**Contest**”) is intended for legal residents of Canada. 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 April 8, 2024 at 12:01 a.m. Eastern Time “ET” and ends on May 12, 2024 at 11:59:59 p.m. ET (the “**Contest Period**”) after which time the Contest will be closed and no further entries will be accepted.
3. **ELIGIBILITY.** This Contest is sponsored by Harvey's, a division of Recipe Unlimited Corporation (the “**Sponsor**”). The Prize will be supplied by PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC (the “**Prize Supplier**”). The Contest is open to legal residents of Canada, 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 or Prize Supplier, 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, and the employees, officers, directors, agents, or representatives of the National Hockey League (“**NHL**”), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., and NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities, collectively, the “**NHL Entities**”) (collectively, the “**Promotion Parties**”). The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor'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. **Mobile/Online Entry** – To be automatically entered, provided that an entrant is eligible to enter the Contest as per rule 3 above, place any mobile or online order on the Harvey's app during the Contest Period and automatically receive one (1) entry (each an “**Online Entry**”). Entrants (as defined below) are permitted to enter the Contest multiple times via Online Entry during the Contest Period. You must have an active e-mail address in order to qualify.
  - b. **In Restaurant Entry** - To enter, provided that an entrant is eligible to enter the Contest as per rule 3 above, make an in restaurant purchase, scan the Contest QR code at Cash or go to [harveys.ca/NHL](https://harveys.ca/NHL) and complete the form (the “**Entry Form**”) in its entirety, including proof of purchase information (an “**In Restaurant Entry**”). Entrants (as defined below) are permitted to enter the Contest multiple times via In Restaurant Entry during the Contest Period. You must have an active email address in order to qualify.
  - c. **E-mail Entry** - No Purchase Necessary. To enter, provided that an entrant is eligible to enter the Contest as per rule 3 above, send an e-mail to [meerapatel@recipeunlimited.com](mailto:meerapatel@recipeunlimited.com) containing your full name, telephone number and a unique and original essay of a minimum of fifty (50) words (an “**Email Entry**”), explaining what your favourite Harvey's meal is

and what restaurant location you visit the most. There is a limit of one (1) E-mail Entry per person/e-mail address and per unique and original Essay, as determined by the Sponsor in its sole discretion. You must have an active e-mail address in order to qualify.

Individuals who submit a valid Online Entry, In Restaurant Entry or E-mail 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) E-mail 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 are a total of one hundred and three (103) prizes available to be won through a random draw from all eligible Entries received during the Contest Period (the “**Draw**”). Eligible E-mail Entries will be included with a ballot as part of the Draw. The Draw will take place on May 14, 2024 in Vaughan, Ontario. Each potential winner chosen by random Draw is hereinafter referred to as a “**Selected Entrant**”.

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

Selected Entrants 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 received during the Contest Period.

**6. PRIZE DESCRIPTION.**

There are a total of one hundred and three (103) prizes available to be won consisting of:

- Two (2) trips for two (2) to a 2024 Stanley Cup® Final game including: two (2) game tickets (selected in Sponsor’s sole discretion), airfare, two (2) nights’ accommodation, \$500 CAD spending money and a \$500 CAD Harvey’s gift card (Total ARV: \$5,000 CAD) (each a “**Grand Prize**”);
- One (1) prize of a \$1,500 CAD Harvey’s gift card (“**First Prize**”); and
- One Hundred (100) prizes of a \$50 CAD NHLShop.ca Gift Codes (each a “**Secondary Prize**”).

The Grand Prizes, First Prize and Secondary Prizes are hereinafter referred to as the “**Prizes**” and each a “**Prize**”. Terms and conditions of gift cards apply.

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. Each 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.

Each Grand Prize winner and their guest must abide by all venue policies and event ticket terms and conditions including any rules and regulations related to COVID-19. The Sponsor reserves the right to revoke the full or partial Grand Prize from Grand Prize winner and/or Grand Prize winner’s guest who it or venue personnel deem may, in its sole discretion, be intoxicated, be a safety and/or health risk, have violated any venue policy or law, or may bring the Sponsor or NHL Entities into disrepute.

**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. Each Grand Prize winner’s guest will also be required to sign a publicity and liability release prior to participation in the Grand Prize.

**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, the Prize Supplier, the NHL Entities, their respective parent companies, subsidiaries, affiliates, directors, officers, employees, franchisees, representatives, 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 employees, 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 Sponsor 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.**