

# PEPSI® NHL® CONTEST 2020 AT HARVEY'S

## RULES & REGULATIONS

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING RESIDENTS OF QUEBEC) AND IS GOVERNED BY CANADIAN LAW**

By participating in the Pepsi® NHL® Contest 2020 at Harvey's (the "**Contest**"), you agree to be legally bound by these Official Contest Rules (the "**Rules**") and the decisions of the Sponsor (defined below) with respect to all aspects of this Contest, which are final and binding on all Entrants (as defined herein) without right of appeal.

**1. CONTEST PERIOD.** Contest begins on September 5, 2020 at 12:01 a.m. Eastern Time ("**ET**") and ends on September 26, 2020 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. There will be twenty-eight (28) selections during the Contest Period. Daily selections will be held on each weekday of the Contest Period (each a "**Daily Selection**"). Weekly selections will be held on September 11, 2020, September 18, 2020 and September 25, 2020 (each a "**Weekly Selection**"). The grand prize selections will be held on September 28, 2020 ("**Grand Prize Selection**"). The days on which the Daily Selections, Weekly Selections and Grand Prize Selection will occur are collectively referred to as the "**Contest Days**".

**2. ELIGIBILITY.** This Contest is sponsored by PepsiCo Canada ULC (the "**Sponsor**") and is open to legal residents of Canada (excluding residents of Quebec), of the age of majority in their province/territory of residence, except franchisees, employees, officers, directors, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, Harvey's, a division of Recipe Unlimited Corporation, the National Hockey League ("**NHL**"), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities collectively, the "**NHL Entities**"), each of their respective parent companies, subsidiaries, affiliates and related companies, as well as Head Office employees of Harvey's restaurant brands and their respective advertising and promotion agencies, suppliers and the independent judging organization (collectively, the "**Contest Parties**"). The information you provide will only be used for the administration of this Contest and in accordance with Harvey's privacy policy.

### **3. HOW TO ENTER.**

**Purchase Entries:** To be automatically entered into the Contest, place an online order between 8:00 p.m. ET until close on the Harvey's mobile app at a participating restaurant which includes at least one (1) qualifying Pepsi® beverage (a "**Qualifying Order**") during the Contest Period (a "**Purchase Entry**"). Receipt of a Purchase Entry occurs when Harvey's server records the entry information. All Purchase Entries must be complete and are subject to verification by Harvey's and the Sponsor, in their sole discretion.

For the purposes of this Contest, qualifying Pepsi® beverages include, and are limited to, the following:

- 16oz Pepsi, Diet Pepsi, 7Up, Mug Root Beer, Dr. Pepper, Mountain Dew
- 20oz Pepsi, Diet Pepsi, 7Up, Mug Root Beer, Dr. Pepper, Mountain Dew
- 32oz Pepsi, Diet Pepsi, 7Up, Mug Root Beer, Dr. Pepper, Mountain Dew
- All Aquafina brand water products

Products are available while supplies last. Qualifying Pepsi® beverages may not be available in all areas.

All Qualifying Orders must be received by 11:59:59p.m. ET September 26, 2020 to receive the associated Purchase Entry.

You may enter the Contest multiple times by purchasing multiple Qualifying Orders during the Contest Period, and you will receive one (1) Purchase Entry per Qualifying Order. For clarity, Qualifying Orders which contain more than one (1) qualifying Pepsi® beverage will still result in **one (1)** Purchase Entry being awarded.

**Mail-In Entry:** No purchase necessary. Provided that you are eligible per rule 2 above, you must mail a plain piece of paper with your full name, address, age, phone number and e-mail address, along with a unique and original essay of minimum one hundred fifty (150) words about what you love about a Harvey's meal and a Pepsi® soft drink together, during the Contest Period to: "Pepsi NHL 2020 Contest at Harvey's", Recipe Unlimited Corporation, 199 Four Valley Drive,

Vaughan, Ontario L4K 0B8 (a “**Mail-In Entry**”). Each eligible Mail-In Entry must be in a separate envelope with sufficient postage, postmarked and received prior to the end of the Contest Period, and received in accordance with these Rules. There is a limit of one (1) Mail-In Entry per unique and original essay, as determined by the Sponsor in its sole and absolute discretion, and there is a limit of one (1) Mail-In Entry per person for the Contest.

Individuals who submit a valid Purchase Entry or a Mail-In Entry (collectively the “**Entries**” and each an “**Entry**”) are referred to as “**Entrants**”. Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed and submitted during the applicable Contest Period. Use (or attempted use) of 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 his/her 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 Contest Parties in any manner whatsoever, including print, broadcast or the Internet.

All Entries are subject to verification at any time for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

**4. THE PRIZE AND APPROXIMATE RETAIL VALUE.** There are twenty-eight (28) prizes available to be won: twenty-two (22) daily prizes, each consisting of a Pepsi-Harvey’s themed blanket, pillow, two pillow cases and a pair of socks with an approximate total retail value of \$100.00 (each, a “**Daily Prize**”); three (3) weekly prizes, each consisting of a \$300.00 CDN NHLShop.ca gift card (each, a “**Weekly Prize**”); and three (3) grand prizes, each consisting of a 2020/2021 NHL Live subscription awarded in the form of a \$500.00 CDN NHLShop.ca gift card (each, a “**Grand Prize**”). The Daily Prizes, Weekly Prizes and Grand Prizes are collectively referred to as “**Prizes**” and each a “**Prize**”.

**5. WINNER SELECTION, NOTIFICATION AND CONFIRMATION PROCESS:** The odds of winning depend on the number of eligible Entries received during the Contest Period. There will be twenty-eight (28) random draws on the Contest Days during the Contest Period (collectively, the “**Draws**”) from among all eligible Entries received during the Contest Period (see Rule 2 above), to select twenty-eight (28) potential winners (each a “**Selected Entrant**” and collectively the “**Selected Entrants**”).

Selected Entrants will be contacted by direct message following each draw. Each Selected Entrant will be required to successfully answer a mathematical skill-testing question in order to be declared a winner.

Following each Draw, the Sponsor or its designated representative will make a maximum of three (3) attempts to contact the Selected Entrant within five (5) days of such Draw. If the Selected Entrant cannot be contacted within five (5) days of the Draw, or if there is a return of any notification as undeliverable; then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received during the Contest Period (in which case the foregoing provisions of this section shall apply to such new Selected Entrant).

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the Selected Entrant will be required to sign and return a declaration of eligibility and compliance with the Rules, a liability release releasing the Contest Parties from any liability in connection with this Contest or occurring as a result of a Prize being awarded and used and, where lawful, a publicity consent. If the Selected Entrant: (a) fails to correctly answer the skill-testing question; (b) fails to respond to the notification of being selected as a potential winner within the specified time; (c) cannot accept the Prize as awarded for any reason; or (d) otherwise fails to comply with the Rules in any way, then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received during the Contest Period. By accepting a prize, each Entrant agrees to the publication, reproduction and/or other use of his/her 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 or on behalf of the Contest Parties in any manner whatsoever, including print, broadcast, or the Internet.

**6. INTELLECTUAL PROPERTY:** All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

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

**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 its 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, Harvey's, the NHL Entities, each of 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 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 Contest 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.

#### **GENERAL CONDITIONS:**

**a.** The Releasees will not be liable for: (i) any failure of the Sponsor website(s) during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an Entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

**b.** The Releasees assume no responsibility for lost, delayed, incomplete or misdirected Entries. No correspondence will be entered into except with a Selected Entrant who will be notified by direct message and informed of all necessary arrangements. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or Entrants.

**c.** In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the e-mail address submitted at the time of entry. An Entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the username associated with the Entry in question and that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

**d.** The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) 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, in its sole and absolute discretion, to

cancel, amend or suspend this Contest, or to amend these 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.

**e.** Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole discretion, to disqualify any Entrant's Entry in the Contest or entitlement to a Prize, if the Sponsor, in its sole discretion, determines or suspects that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception, use of multiple mice or other fraudulent, deceptive or unfair playing practices (including, without limitation, any Entries generated by script, macro, robotic, programmed, or any other automated means). Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will automatically be disqualified.

**f.** By entering this Contest, each Entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry for the purpose of administering the Contest and in accordance with 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.

**g.** The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Entry with these Rules, or as a result of any technical or other 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 Rules, or for any other reason.

**h.** The Sponsor is not responsible for any typographical or other errors in the offer or administration of this Contest, including, but not limited to, errors in advertising, the Rules, the selection of the winner(s), or the distribution of any prize.

**i.** This Contest and the Rules are governed by and to be construed under the laws of the Province of Ontario, Canada.

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