

**Pepsi® and NFL Game Day Contest at Montana's (the "Contest")
Official Contest Rules (the "Rules")**

1. **SPONSOR/ADMINISTRATOR.** The Sponsor of this Contest is PepsiCo Canada ULC (the "**Contest Sponsor**"). The Contest Administrator is Montana's, a division of Recipe Unlimited Corporation (the "**Administrator**").
2. **ELIGIBILITY.** The Contest is open to legal age of majority residents of British Columbia, Alberta, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland. The Contest is **not** open to employees, representatives and agents of the Contest Sponsor, the Administrator, Recipe Unlimited Corporation, or their respective divisions, subsidiaries, affiliates, franchisees, shareholders, members, officers, directors, representatives, agents, advertising and promotion agencies, Contest suppliers or judges, the NFL Entities (defined in Section 14 below), (collectively, the "**Contest Parties**"), or members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) of persons domiciled with (whether related or not), any of the above.
3. **CONTEST PERIOD.** The Contest will begin at 12:00:01 AM Eastern Time ("ET") on January 30, 2022 and will end at 11:59:59 PM ET on February 13, 2022 (the "**Contest Period**").
4. **HOW TO ENTER AND NO PURCHASE NECESSARY.** During the Contest Period, you are automatically eligible to enter when you place an online order for any PepsiCo beverage at www.montanas.ca or through the Montana's app. You will receive a message indicating you are eligible to enter the Contest at <https://www.montanas.ca/en/nfl-pepsi-competition.html> (the "**Contest Website**"). Visit the Contest Website to enter the Contest by providing your name, email address, confirming age and eligibility and accepting these Rules. Products are available while supplies last. One (1) entry per PepsiCo beverage. All products may not be available in all areas.

All entries must be received by 11:59:59 PM ET February 13, 2022. Recipe Unlimited Corporation's online system is the official timekeeping device for this Contest.

NO PURCHASE NECESSARY. Purchase is not required and does not enhance chance of winning. To obtain two (2) entries into the Contest, mail an original written submission (min 25 words) describing your favourite Montana's memory, along with providing your name, province/territory, age, and email address (the "**No Purchase Entry Submission**") to: Pepsi & NFL Contest at Montana's, Recipe Unlimited Corporation, 199 Four Valley Drive, Vaughan, ON L4K 0B8, Attention Montana's Marketing. Each submission must be original in concept and execution and created by entrant. Upon receipt of a compliant No Purchase Entry Submission, two (2) entries into the draw will be made on your behalf. Maximum one (1) No Purchase Entry Submission per person per week during the Contest Period. All No Purchase Entry Submissions must be received by noon ET February 13, 2022.

All entries become the sole property of the Contest Sponsor and none will be returned for any reason.

5. **PRIZES AND HOW TO WIN.** There are thirty (30) \$100 NFLShop.ca gift codes available to be won. One (1) will be awarded each day of the Contest Period (the "**Daily Prize**"). NFLShop.ca gift codes are subject to certain terms and conditions found at <https://www.nflshop.ca/en/gift-cards/gc-1>. Before 11:59 PM ET on each day of the Contest Period, the Administrator will conduct a random draw from among all eligible entries to select one (1) potential Daily Prize winner. Odds of winning a Daily Prize depend on the number of eligible entries at the time of each draw. Non-/winning entries remain eligible for subsequent weekly draws. Prize is not transferable and must be accepted as awarded, with no substitutions of any kind, except at the Contest Sponsor's sole discretion.

Daily Prizes will be delivered between two (2) to three (3) weeks following verification in the form of digital gift card code to verified winners. Limit one (1) Daily Prize per person.

There is one (1) grand prize available to be won, consisting of two (2) tickets to winner's choice of any 2022 NFL Regular Season game (subject to availability at the time the selection of game is made by Grand Prize winner) played in the United States and a \$500 NFLShop.ca gift code (the "**Grand Prize**"). Approximate retail value of the Grand Prize will range between \$1000-\$2000 depending on cost of game tickets. On February 14, 2022, the Administrator will conduct a random draw from among all eligible entries to select one (1) potential Grand Prize winner. Odds of winning the Grand Prize depend on the number of eligible entries at the time of the draw. The Grand Prize game tickets portion is subject to availability. The Grand Prize is not transferable and must be accepted as awarded, with no substitutions of any kind, except at the Contest Sponsor's sole discretion.

Resale of NFL game tickets is strictly prohibited. All NFL game tickets are subject to certain terms and conditions as specified thereon. Grand Prize tickets shall be subject to availability at the time the Grand Prize winner makes their game selection. Every 2022 NFL regular season game may NOT be available for selection. Tickets to NFL games outside of the United States are not eligible to be selected by Grand Prize winner in connection with this Contest. Grand Prize winner and guest must abide by all venue policies and regulations, including without limitation all health and safety protocols, and ticket terms and conditions at all times. The Contest Sponsor reserves the right to revoke the full or partial Grand Prize from any winner or guest who the Contest Sponsor, venue personnel or the NFL Entities deem in any of their sole discretion, may be intoxicated, be a safety risk, have violated any venue or NFL policy or law, fail to comply with the NFL's (or its designee's) health and safety protocols, or bring the NFL Entities into disrepute. For the avoidance of doubt, unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent NFL event or for cash.

Grand Prize winner and guest irrevocably waive all claims against the NFL Entities, and agree that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Contest, the prizes awarded, personal injury, or wrongful death, a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of participant's participating in the Contest and related activities (e.g., travel), wherever, whenever or however the same may occur. Grand Prize winner and guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including any protocols that will be implemented from time to time by NFL can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

The Grand Prize winner and his/her guest are responsible for obtaining all required medical and travel-related necessities (including vaccinations) and documentation, including a valid passport and the permission to enter the United States of America. If the Grand Prize winner does not have proper travel documentation, or any applicable permission to enter the destination country, or does otherwise not accept or participate in any portion of the Grand Prize for any reason whatsoever, then that portion of the Grand Prize is forfeited by the Grand Prize winner (and his/her guest), and the Contest Sponsor shall have no further obligation or liability to Grand Prize winner with respect to the forfeited portion of the Grand Prize.

6. GENERAL CONDITIONS APPLICABLE TO ALL PRIZES.

IN ORDER TO CLAIM A PRIZE, WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF NOTIFICATION AT THE EMAIL PROVIDED, REGARDLESS OF WHEN IT IS RECEIVED:

- the potential winner must claim his/her Prize as instructed in the notification;
- the potential winner will be required to correctly answer a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, during a live phone call at a time to be mutually agreed upon;
- the potential winner must accept the terms of a Declaration of Compliance and Release, which confirms compliance with these Rules and releases the Contest Parties from all liability with respect to the entrant's participation in this Contest and the awarding, use and misuse of any Prize; and
- the potential winner may be required to furnish proof of identification that may include a driver's license or other form of government-issued picture identification as part of the verification process.

Prize must be accepted as awarded, cannot be substituted, transferred, exchanged or surrendered for cash, except at the sole and absolute discretion of the Contest Sponsor, which reserves the right, at its sole and absolute discretion and for any reason, to award a substitute prize of equal or greater value, including a cash award. Awarding of a Prize is subject to verification and compliance with the Rules. Entrants who have not complied with the Rules will be disqualified. The Contest Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any Prize. The Contest Sponsor is not responsible for any Prize once it has been shipped. Any unclaimed Prize will not be awarded.

7. **ADDITIONAL CONDITIONS OF PARTICIPATION.** By participating in this Contest, entrant accepts and agrees to these Rules and all decisions of the Contest Sponsor, which shall be final and legally binding on entrant in all matters relating to this Contest. All entries become the property of the Contest Sponsor and will not be returned. In order to be confirmed a winner and receive any Prize, the selected entrant will be required to sign the Contest Sponsor's Declaration of Compliance and Release form which confirms compliance with these Rules and releases the Contest Parties from all liability with respect to the entrant's participation in this Contest and the awarding, use/misuse of any Prize. The winner agrees to the use of his/her name, image, likeness, persona, and city/province of residence for publicity purposes, and grants to the Contest Sponsor and participating Montana's restaurant locations, any and all rights to said use without further notice or compensation. The Contest Sponsor and its respective affiliates are not responsible for printing, technical errors, distribution, or production errors. The Contest Parties do not warrant that access to or use of the online ordering system or Contest website will be uninterrupted or error-free.

Entrants and/or winners assume liability for injuries caused, or claimed to be caused by participating in the Contest, by the acceptance, possession, use or misuse of any Prize awarded, including but not limited to claims/damages for personal injury, or property damage. Moreover, as a condition of entering, entrants agree: (a) to release the Contest Parties, and each of their officers, directors, employees, representatives, and agents, from any and all liability, loss or damage incurred with respect to participating in the Contest or the awarding, receipt, possession, and/or use or misuse of any Prize, (b) that under no circumstances will entrant be permitted to obtain awards for punitive, incidental, consequential, or any other damages and entrant hereby waives all rights to claim for all such damages; (c) all causes of action arising out of or connected with this Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.

8. **LIMITATION OF LIABILITY.** By entering this Contest, the winner acknowledges and agrees that the Contest Parties (i) shall have no liability of any kind whatsoever with respect to this Contest and/or the awarding, use or misuse of any Prize, (ii) make no warranty, guaranty or representation of any kind concerning any Prize, (iii) disclaim any implied warranty, and (iv) are not liable for injury, loss or damage of any kind resulting from the entrant's acceptance, use or misuse of any Prize or otherwise from such entrant's participation in this Contest. The Contest Parties are not responsible for

typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, the Rules, the selection and announcement of winners, or the distribution of the Prizes.

9. **INDEMNIFICATION.** By submitting an entry, entrant agrees to indemnify and hold harmless the Contest Parties from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable legal fees) which may arise out of any breach of any of covenants, agreements, terms, obligations, representations or warranties set forth herein.
10. **RIGHT TO TERMINATE, MODIFY OR SUSPEND.** The Contest Sponsor may at any time, at its sole discretion and without liability, terminate, modify or suspend the Contest in whole or in part, subject only to approvals required by law, if fraud, technical failures or communications or any other errors or other causes beyond the control of the Contest Sponsor corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules. Without restricting the generality of the foregoing, in the event of early termination of the Contest, a notice will be posted at <https://www.montanas.ca/en/nfl-pepsi-competition.html> In addition, for the purposes of determining eligibility to win a Prize in the event of early termination of the Contest, all eligible entries received prior to the time of early termination will be considered as valid and for the purposes of these Rules, the Contest Period will be deemed to have ended at the moment of early termination. The Contest Sponsor reserves the right, at any time, in their sole discretion, to correct any errors, including without limitation, any typographical, printing, computer programming or operator errors. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision of these Rules is found to be invalid or unenforceable under applicable law, then it shall be, to the extent invalid or unenforceable, deemed omitted and the remaining provisions will continue in full force and effect. No waiver on the part of the Contest Sponsor to enforce of any term herein shall be deemed a continuing waiver or a waiver of any other term.
11. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.
12. **DISCREPANCY:** This Contest is subject to all applicable, federal, provincial and municipal laws. In the event of any discrepancy or inconsistency between the terms and conditions of these English language Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Release, and/or point of sale, print or online advertising; the terms and conditions of these English language Rules shall prevail, govern and control.
13. **PERSONAL INFORMATION.** Unless you specifically select otherwise, the personal information gathered about entrants in the course of this Contest will be used solely by the Contest Sponsor or its designated agent for the administration of the Contest and in connection with any publicity relating to the Contest. For more information about how the Contest Sponsor manages personal information, see the Contest Sponsor's and Administrator's respective Privacy Policies available at:

<http://www.pepsico.ca/en/Privacy-Policy.html>
14. **NFL ENTITIES:** The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL International LLC and each of their respective direct and indirect subsidiaries, affiliates, owners, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") shall have no liability or responsibility for any claim arising in connection with participation in this Contest or any prize awarded. The NFL Entities have not offered or sponsored this Contest in any way. All entrants agree to release

the NFL Entities from and against any injuries, losses, damages, claims, actions, liability of any kind resulting or arising from participation in the Contest and/or acceptance, possession, use, misuse or non-use of any prize (including any travel or travel-related activity thereto).

Notwithstanding anything to the contrary, all entrants agree to release the NFL Entities from and against any injuries, losses, damages, claims, actions, liability of any kind resulting or arising from participation in the Contest and/or acceptance, possession, use, misuse or non-use of any prize (including any travel or travel-related activity thereto).