



PEPSI® AND BOSTON PIZZA® ULTIMATE FOOTBALL WEEKEND CONTEST
(the “Contest”)

OFFICIAL RULES AND REGULATIONS

The Contest is intended for viewing and participation in Canada only by legal residents of Canada who are at least 21 years of age, and shall be subject to and construed in accordance with the laws of Canada. **Please do not proceed if you do not satisfy these requirements at the time of entry. Entry into the Contest constitutes your acceptance to these Official Contest Rules and Regulations. NO PURCHASE NECESSARY.**

- 1) **ADMINISTRATION:** The Contest is administered and operated by Boston Pizza International Inc. (the “**Contest Operator**”). The decisions of the Contest Operator are final and binding in all matters as they relate to the Contest, including without limitation eligibility and/or disqualification of entries. PepsiCo Canada ULC (“**PepsiCo**”) is a prize supplier only. PepsiCo and their related companies, affiliates and subsidiaries are not responsible for the promotion, administration or execution of the Contest, or the administration, use or misuse of any prize.
- 2) **ELIGIBILITY:** To be eligible to win a prize in the Contest, you must: (i) be a legal resident of Canada; (ii) be at least 21 years of age on January 10, 2025; and (iii) not be an employee, contractor, agent or representative of (and not be a member of the immediate families of an employee, contractor, agent or representative of) the Contest Operator, Boston Pizza Canada Limited Partnership (“**BPCLP**”), PepsiCo, or any of their affiliates, agencies, prize suppliers, any franchisee of BPCLP or any of their respective shareholders, trustees, directors, officers, employees or agents with whom such employees contractors, agents and representatives are domiciled. For the purpose of the Contest, “immediate family” is defined as parent or any person residing in the same household or domiciled with any such employees, contractors, agents or representatives.
- 3) **CONTEST PERIOD:** The contest period will commence on Friday, January 10, 2025 at 11:30:00 AM (Local Time) and will conclude on Sunday, February 9, 2025 at 11:59:59 PM (Local Time) (the “**Contest Period**”).
- 4) **PRIZES:**

Grand Prize: There will be one (1) grand prize (the “**Grand Prize**”) to be awarded consisting of: (i) two (2) tickets to a 2025 regular season NFL football game held in the United States of America, the exact date and location of the game to be determined by the Grand Prize Winner (defined below) in consultation with the Contest Operator (the “**Game Tickets**”); (ii) economy class airfare for the Grand Prize Winner and his or her guest (“**Guest**”) from the airport closest to the Grand Prize Winner’s ordinary place of residence to a city in the United States as determined by the Game Tickets; and (iii) three (3) night accommodation based upon double occupancy at a host hotel chosen by the Contest Operator. The approximate value of the Grand Prize is CAD \$4,000 based on Vancouver, British Columbia departure. The Grand Prize Winner and Guest are responsible for obtaining and presenting valid travel documentation, including a valid passport, for travel to and from the United States of America and for all expenses not specifically described as part of the Grand Prize, including but not limited to, travel arrangements including accommodation and transfers to and from the international airport nearest the Grand Prize Winner’s residence, insurance, transportation to and from the stadium and host hotel, gratuities, meals, and all personal expenses and taxes. Contest Operator will not be held responsible if either or both of the Grand Prize Winner and Guest are denied entry into the United States of America or re-entry to Canada. In such an event, the Grand Prize Winner and/or Guest will be solely responsible for all costs incurred, and Grand Prize will be forfeited. Alcohol is not part of the Grand Prize. The Grand Prize Winner and Guest must be available to travel on dates specified by the Contest Operator, which will fall within the 2025 calendar year (subject to change by the Contest Operator) or the Grand Prize will be forfeited.

Secondary Prizes: There are thirty (30) secondary prizes (each, a “**Secondary Prize**”) to be awarded each consisting of: (i) one (1) \$250 NFLShop.com gift card; and (ii) one (1) \$150 Boston Pizza gift card. The value of each Secondary Prize is CAD \$400. If a Secondary Prize Winner (defined below) resides in the province of Alberta, the Secondary Prize will consist of (i) one (1) \$400 NFLShop.com gift card.

Tertiary Prizes: There are thirty (30) tertiary prizes (each, a “**Tertiary Prize**”) to be awarded each consisting of one (1) \$100 NFLShop.com gift card.

- 5) **HOW TO ENTER: NO PURCHASE NECESSARY.** To enter and have a chance to win the Grand Prize, a Secondary Prize or a Tertiary Prize, visit bostonpizza.com or the MyBP app and place an online order for takeout or delivery, which includes a Pepsi® product. Upon completion of your order, you will automatically be entered into the Contest. One entry per online order. To receive an entry with no purchase, submit a 200-word essay to marketing@bostonpizza.com, sharing your football weekend traditions. Essays must be received within the Contest Period to be eligible. The Contest Operator is not responsible for late entries or entries that have been tampered with. All decisions of the Contest Operator shall be final and shall not be subject to appeal.
- 6) **SELECTION OF PROSPECTIVE WINNERS:** On Tuesday, February 18, 2025 at 11:00:00 AM (ET), a representative of the Contest Operator at 85 Prologis Blvd, Unit 4, Mississauga, Ontario will randomly select from entries received during the Contest Period: (i) one (1) entrant to win the Grand Prize (the “**Grand Prize Winner**”); (ii) thirty (30) entrants to each win a Secondary Prize (each a “**Secondary Prize Winner**”); and (iii) thirty (30) entrants to each win a Tertiary Prize (each a “**Tertiary Prize Winner**”). The selected entrants will be contacted by the Contest Operator via email within two (2) days of the selection. If a potential Grand Prize Winner, Secondary Prize Winner or Tertiary Prize Winner is unable to be contacted after three (3) attempts, he or she forfeits the prize and another entrant may, at the sole discretion of the Contest Operator, be selected.
- 7) **ODDS:** The odds of winning the Grand Prize, a Secondary Prize or a Tertiary Prize are dependent upon the total number of eligible entries received during the Contest Period.
- 8) **AWARDING OF PRIZE:** The Contest Operator is not responsible for the failure, for any reason whatsoever, of a selected entrant to receive notification or for the Contest Operator to receive a selected entrant’s response. No communication will be entered into by the Contest Operator with entrants except with the selected entrants. In order to be declared the Grand Prize Winner, a Secondary Prize Winner or a Tertiary Prize Winner, each selected prospective winner must:
- (a) correctly answer a mathematical skill-testing question without assistance; and
 - (b) sign and return, within a designated time period a Declaration and Waiver, in a form prescribed by the Contest Operator, confirming his or her acceptance and compliance with these Official Rules and Regulations and releasing the Contest Operator, BPCLP, each franchisee of BPCLP, PepsiCo, Facebook, Instagram and X and each of their respective representatives, directors, officers, governors, trustees, shareholders, affiliates, representatives, parent companies, subsidiaries, professional advisors, and advertising and promotional agencies (collectively, the “**Released Parties**”) from any and all liability arising out of, pursuant to, or as a result of the carrying out of the Contest, or any part of the Contest, including, without limitation, liability arising from the acceptance of and usage of a prize as awarded, the administration of the Contest and the selection of any potential winners.

The executed Declaration and Waiver of liability form must be returned within two (2) business days after the notification of having been selected as the winner of a prize, if not the winner or the selected entrant will be disqualified and another prize winner may be selected as determined by Contest Operator in its sole discretion. By accepting a prize in the Contest, a prize winner agrees to hold the Released Parties harmless from and against any and all claims and liability arising out of or in any way connected with the operation of the Contest and use of a prize. A prize winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Contest or use or redemption of a prize. An eligible selected entrant who provides an incorrect answer will no longer be eligible to win a prize and another selected entrant may be drawn in his/her place.

The Grand Prize, each Secondary Prize or each Tertiary Prize must be accepted as awarded. The Grand Prize, each Secondary Prize or each Tertiary Prize is non-transferable and non-redeemable for cash. The Grand Prize, each Secondary Prize or each Tertiary Prize may not be substituted except by the Contest Operator, who reserves the right to substitute a prize or any portion of the Grand Prize, a Secondary Prize or a Tertiary Prize with a prize of equal or greater value. By entering any part of the Contest, all entrants, should they win, agree to the use of their name, address (city only), photo, and/or image on videotape for publicity and promotional purposes without compensation. The Contest Operator reserves the right to disqualify any individual whom it finds in violation of these Official Rules and Regulations or tampering with the entry process. The Contest Operator reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. **Any attempt by anyone to deliberately undermine the legitimate operation of the Contest or any part of the**

Contest is in violation of criminal and civil laws and the Contest Operator reserves the right to seek damages or other legal remedy to the fullest extent permitted by law.

- 9) **LIMITATION OF LIABILITY:** The Released Parties are not responsible for errors in the offer or administration of the Contest, or any part of the Contest, including but not limited to, errors in the advertising, these Official Rules and Regulations, the selection and announcement of the winners or the distribution of any prize. In addition, the Released Parties shall not be liable any damages caused or alleged to be caused by: (a) any entry, prize or other correspondence or data that is lost, stolen, late, garbled, distorted, delayed, damaged or misdirected for any reason; (b) for any failure, interruption, technical malfunction or delay; (c) any communication sent or received to or from BPI or any of its agents or designees, for any reason; (d) for any incorrect, untimely or inaccurate information, whether caused by users or by equipment or programming errors associated with or utilized in any part of the Contest; (d) for any technical or human error which may occur in the processing of any entry or entries in the Contest; (f) for problems with the function of any website or website feature (including, without limitation any features thereon), howsoever caused; (g) for the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data, software, online systems, servers or access providers; (h) for any functionality lost due to not having cookies enabled; (i) for traffic congestion on the Internet; (j) for the security or privacy of information transmitted via telephone or computer networks; (k) for breaches of privacy due to interference by third party "hackers" or for any damage caused to or incurred by any entrant or any other person by reason of any such event or occurrence; or (l) for printing errors appearing in these Official Rules and Regulations or related Contest materials.
- 10) **SUBJECT TO APPLICABLE LAWS:** Each part of the Contest is subject to all applicable federal, provincial, municipal and local laws. The Contest Operator reserves the right to modify or terminate the Contest, or any portion thereof, at any time without notice to participants. The Contest is VOID WHERE PROHIBITED BY LAW.
- 11) **PRIVACY STATEMENT:** Personal information collected during the administration of the Contest, or any part of the Contest, will only be used in conjunction with executing the terms of the Contest as described in these Official Rules and Regulations. By entering any part of the Contest, the Contest Operator and its parent companies, subsidiaries, affiliates and agencies, may collect and use the information an entrant provides on the contest entry, including prize winner's contact information, to qualify a prize winner for the Contest and to contact a prize winner and provide ongoing service regarding the same.
- 12) **FACEBOOK, INSTAGRAM AND X:** Facebook, Instagram and X: (i) have no way sponsored, endorsed or administered the Contest; (ii) are not associated or connected with any part of the Contest in any manner whatsoever; and (iii) are not liable in any way whatsoever in regard to any matter, which relates to the Contest. You understand that you are providing your information to the Contest Operator and not to Facebook, Instagram or X. Any questions, comments or complaints will be directed to the Contest Operator and not Facebook, Instagram or X. Facebook, Instagram and X are indemnified and held harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) for any claim related to the Contest including without limitation the publicity or administration thereof.
- 13) **BOSTON PIZZA:** Boston Pizza, the Boston Pizza roundel and MyBP are registered trademarks of Boston Pizza Royalties Limited Partnership, used under license.
- 14) **PEPSI:** Pepsi is a registered trademark of and used under authority of PepsiCo, Inc.