

Pepsi® NHL® Contest at Swiss Chalet®
Official Rules

No purchase necessary. This contest (the “Contest”) is intended for viewing and participation in Alberta, Manitoba, New Brunswick, Newfoundland & Labrador, Nova Scotia and Ontario only and shall be construed and evaluated according to the laws of Canada. Please do not proceed if you are not a resident of Alberta, Manitoba, New Brunswick, Newfoundland & Labrador, Nova Scotia and Ontario at time of entry. Must be age of majority or older in province / territory of residence to enter.

1. **Sponsor:** The sponsor of this Contest is PepsiCo Canada ULC (the “Contest Sponsor”). The contest administrator is Swiss Chalet, a division of Recipe Unlimited Corporation (the “Contest Administrator”).
2. **Contest Period:** Starting October 23, 2023 at 12:00:01 PM Eastern Time (ET) and ending November 7, 2023 at 11:59:59 PM ET (the “Contest Period”).
3. **Eligibility:** The Contest is open to legal age of majority residents of Alberta, Manitoba, Ontario, Nova Scotia, New Brunswick, and Newfoundland. This Contest is not open to officers, directors, employees, representatives and agents of the Contest Sponsor, the Contest Administrator, the National Hockey League (“NHL”), its member teams, 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 or their respective parents, subsidiaries and affiliates and if applicable, their advertising or promotion agencies, contest judges, contest prize suppliers, any other companies engaged in the development, production, or distribution of materials for this Contest (collectively the “Contest Entities”), and members of their immediate families (regardless of where they live), or persons domiciled with them (whether related or not). In these Official Rules (the “Rules”), “immediate family” means parents, children, siblings and spouse.
4. **How To Enter and No Purchase Necessary:** To enter the Contest, visit swisschalet.com/NHLPepsiContest (the “Contest Website”) during the Contest Period and follow the online instructions to complete the Contest entry form (including your email, first and last name, telephone number and confirming you are eligible and will participate according to these Rules). **Only one (1) email address may be used per person to participate in the Contest. Limit one (1) entry per person per Contest Period.** All entries must be received by 11:59:59 PM ET November 7, 2023.
5. **Grand Prizes and Draws:** There is one (1) prize consisting of two (2) tickets to winner’s choice of any 2023-24 NHL® Regular Season game played in Canada or the United States (the “Prize”). Approximate retail value of the Prize will range between \$500-\$1,500 depending on cost of game tickets. The Prize does not include transportation and the winner is responsible for any and all costs associated with transportation to the game. Following the Contest Period, the Administrator will conduct a random draw at 199 Four Valley Drive, Vaughan Ontario, from among all eligible entries to select a potential Prize winner. Odds of winning a Prize depend on the number of eligible entries received throughout the Contest Period. The Prize game tickets are subject to availability. The Prize is not transferable and must be accepted as awarded, with no substitutions of any kind, except at the Contest Sponsor’s sole discretion. Winner and winner’s guest must abide by all venue policies and game ticket terms and conditions including any rules or regulations related to COVID-19. Contest Sponsor reserves the right to revoke the full or partial Prize from winner or winner’s guest who Contest Sponsor or venue personnel deem in their sole discretion may be intoxicated, be a safety or health risk, have violated any venue policy or law, or bring the Contest Sponsor or the NHL Entities into disrepute. The Contest Sponsor and the NHL Entities are not responsible if the NHL® game is postponed or cancelled.
6. **How To Claim A Prize:** Each potential winner will be notified by email at the address provided upon entry, together with instructions on how to claim the Prize. This notification (the “Notification”) will occur within two (2) business days after the Prize Draws are completed, or as soon as reasonably possible thereafter. It is the entrant’s responsibility to provide a valid email address to ensure prompt receipt of any Notification. **WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF NOTIFICATION AT THE EMAIL ADDRESS PROVIDED UPON ENTRY, REGARDLESS OF WHEN IT IS RECEIVED:**
 - the potential winner must claim their Prize as instructed in the Notification;
 - the potential winner must correctly answer a time-limited mathematical skill-testing question; and

- the potential winner must accept the terms of a Declaration of Compliance and Release, which confirms compliance with these Rules and releases the Contest Sponsor, the Contest Administrator and the Contest Entities from all liability with respect to the entrant's participation in this Contest and the awarding, use and misuse of the Prize.

The potential Prize 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. If a potential Prize winner is found to be ineligible, declines to accept a Prize, cannot be located or does not respond and comply with the above requirements within three (3) business days of Notification, the potential Prize winner will be disqualified and will forfeit the Prize. The Contest Sponsor may then, at its sole and absolute discretion, select by random draw another eligible entrant whom the Contest Sponsor or its representatives will attempt to contact, and who will be subject to disqualification in the same manner. The Contest Sponsor will not be responsible for failed attempts to notify any potential winner. Any unclaimed Prizes throughout the Contest Period will not be awarded.

7. **General Conditions Applicable to Prize:** Prize will only be delivered to winners who have been verified and have complied with these Rules. Deliveries will not be made to PO Box addresses. Please allow approximately four (4) to six (6) weeks for fulfillment of any Prize. No responsibility is assumed by the Contest Sponsor for any postal mail or courier delivery returned as undeliverable without a forwarding address. No responsibility is assumed by Contest Sponsor for Prizes after shipping. Winners bear all risk of loss or damages to any Prize after delivery. Prizes 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 for any reason to award or substitute the Prize, or part thereof, of equal or greater value, including without limitation, a cash award. The Contest Sponsor and the NHL Entities make no warranty, guaranty, or representation of any kind concerning any Prize and disclaim any implied warranty.

ADDITIONAL GENERAL CONDITIONS OF PARTICIPATION:

8. By entering, entrants (i) acknowledge compliance with these Rules including all eligibility requirements and, (ii) agree to be bound by the decisions of the Contest Sponsor and/or Contest Administrator, made in their sole discretion, which shall be final and binding in all matters relating to this Contest, without right of appeal, including without limitation eligibility, validity, contents, and/or disqualification of an entry. Entrants who have not complied with these Rules are subject to disqualification.
9. By accepting any Prize, each winner consents to the use of their name, city/province of residence, voice, and statements relating to the Contest, the Contest Sponsor or the Contest Administrator, and photographs or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by the Contest Sponsor, the Contest Administrator or any related entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.
10. Any attempt by an entrant or other individual, to deliberately damage any website or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, the Contest Sponsor and the Contest Administrator reserve the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of these activities may be disqualified and will forfeit any Prize won.
11. All entries become the property of the Contest Sponsor and will not be returned. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.
12. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder is defined as the natural person who is assigned to an email address by an Internet access or online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.
13. 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 Sponsor, the Contest Administrator, Contest Entities, 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.

14. The Contest Sponsor may, at its sole discretion and without liability, terminate the Contest in whole or in part, or modify or suspend the Contest at any time, if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Contest Sponsor or the Contest Administrator 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. The Contest Sponsor may do so, without notice, except as required by law. Without restricting the generality of the foregoing, if for any reason more entrants receive a “win” notice than the number of Prizes stated herein, the Contest Sponsor reserves the right, in its sole discretion, to terminate the Contest in whole or in part,

or amend or suspend it and award only the number of Prizes stated in these Rules via a random drawing for the Prizes not yet distributed at the time the Contest is terminated, suspended or amended. In the event of early termination of the Contest, a notice will be posted online and a random drawing to award the Prize(s) will be conducted from among all eligible entries received prior to the time of termination. In no event will the number of Prizes awarded exceed the available number of Prizes as specified in these Rules. In the event that any draws are stopped, interfered with or not conducted for any reason during the Contest Period, the Contest Sponsor reserves the right, in its sole discretion, to resume conducting draws as soon as reasonably possible after any interference or cessation of such draws, or at the end of the Contest Period.

15. The Contest Sponsor, the Contest Administrator and the Contest Entities do not warrant that access to the Contest Website will be uninterrupted or error-free. The Contest Sponsor, the Contest Administrator and the Contest Entities are not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Web sites, or other connection, availability or accessibility problems arising in connection with or over the course of the Contest; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any Prize or in any Prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Contest, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Contest; or (f) damage to a user's system occasioned by participation in this Contest or downloading any information necessary to participate in this Contest.
16. **Conflicts/Discrepancies:** In the event of any discrepancies between the English language Rules and the non-English language Rules, the English Rules shall prevail. In the event of a conflict between any Contest details contained in these Rules and any Contest details contained in Contest advertising materials (including, but not limited to, online, point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Contest as set forth in these Rules shall prevail.
17. **Governing Law:** This Contest is subject to all Federal, Provincial, and Municipal laws. 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 Ontario conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.
18. **Invalidity:** The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

19. **Personal Information:** Personal information may be collected, used or disclosed in jurisdictions other than Canada. Personal information that resides in jurisdictions other than Canada will be subject to the general laws of application in those jurisdictions. The personal information gathered about entrants in the course of this Contest will be used solely by the Contest Sponsor 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 your personal information, see the Contest Sponsor's Privacy Policy available at: <http://pepsico.ca/en/Privacy-Policy.html>. For more information about how the Contest Administrator manages your personal information, see the Contest Administrator's Privacy Policy available at: <https://www.recipeunlimited.com/en/privacy.html>.

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