

**Short Rules:
*Terms apply.**

***Open to legal residents of Canada only, ages 13+. NO PURCHASE NECESSARY. For full Contest rules, dates, method of entry, prizing and all other details, visit the Pita Pit mobile App or (www.pitapit.ca). Odds of winning a prize will vary throughout the Contest period. Skill testing question required. "SkipTheDishes" is a registered trademark of SkipTheDishes Restaurant Services Inc. All rights reserved. "GoodLife" is a registered trademark of GoodLife Fitness Centres Inc. All rights reserved. "Monster Energy" is a registered trademark of Monster Energy Company. All rights reserved. *Coca-Cola is a registered trademark of Coca-Cola Ltd. "Frito-Lay" is a trademark of Frito-Lay North America, Inc. NHL and the NHL Shield are registered trademarks of the National Hockey League. All NHL logos and marks and NHL team logos and marks depicted herein are the property of the NHL and the respective teams and may not be reproduced without the prior written consent of NHL Enterprises, L.P. ©NHL 2023. All Rights Reserved. Officially Licensed Product of the National Hockey League Players' Association. National Hockey League Players' Association, NHLPA and the NHLPA logo are trademarks of the NHLPA and are used under license. ©NHLPA. All Rights Reserved. NBA trademarks are registered trademarks of the National Basketball League. NBA and NBAS team marks are the property of the NBA and its teams. © NBA 2023. All Rights Reserved. "RedTag.ca" is a registered trademark of Red Label Vacations Inc., All rights reserved. ©Franchises Foodtastic Inc., 2023.**

**2023 PITA PIT PEEL AND WIN CONTEST
OFFICIAL CONTEST RULES
(the "Rules")**

THIS CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA, EXCLUDING RESIDENTS OF THE PROVINCE OF QUEBEC AND IS GOVERNED BY CANADIAN LAW. NO PURCHASE OR PAYMENT IS NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. CONTEST PERIOD.** The Pita Pit Peel and Win Contest (the "**Contest**") begins at 12:00:00 a.m. Eastern Time (ET) on March 1, 2023 (the "**Contest Start Date**") and ends once all Peel Stickers (as defined below) have been distributed, or on March 31, 2023 at 11:59:59 p.m. ET, whichever occurs first (the "**Contest Period**"). All entries must be submitted and received by Administrator (as defined below) on or before on March 31, 2023 at 11:59:59 p.m. ET (the "**Entry Deadline**" and "**Contest Closing Date**"). All Prizes must be claimed by April 14, 2023 at 11:59:59 p.m. ET (the "**Prize Claim Deadline**").
- 2. ELIGIBILITY:** Online access and a valid email address are required to participate in the Contest. To be eligible to enter, you must be a legal resident of Canada, who: **(i)** has reached the legal age of majority in their province/territory of residence; or **(ii)** is thirteen (13) years of age or older, but under the age of majority in their province/territory of residence (each, a "**Minor**"), and who has permission from their parent/legal guardian to participate in this Contest and be bound by these Rules (an "**Eligible Entrant**"). You are not eligible to enter or win a prize if you are: **a)** an employee, officer, director, representative or agent of Foodtastic Inc., SkipTheDishes Restaurant Services Inc ("**SkiptheDishes**"), GoodLife Fitness Centres Inc. ("**GoodLife**"), Coca-Cola Ltd. ("**Coca-**

Cola”), Monster Energy Company (“**Monster Energy**”), Frito Lay Canada, a division of PepsiCo Canada ULC (“**Frito-Lay**”) (collectively, the “**Prize Suppliers**”) and Red Label Vacations Inc. (dba Redtag.ca) (a “**Travel Partner**”), or any of their respective affiliates and related companies, advertising or promotional agencies, the contest judging organization, any participating locations or the Prize Suppliers; **b**) Franchises Foodtastic Inc. (the “**Administrator**”), CF&R Services Inc. (the “**Prize Fulfiller**”) or anyone involved in the development and/or administration of the Contest; or **c**) a member of the immediate family (defined as parents, siblings, children and spouse, regardless of where they live) or household (whether related or not) of any of the above persons named in subparagraphs a) and b). The Contest is not open and void where prohibited by law.

3. **LEGALLY BINDING AGREEMENT.** By entering this Contest, all entrants agree to be bound by **(a)** these Rules **(b)** the official Website Terms and Conditions, as applicable; and **(c)** all decisions of the Administrator, which are final in all respects.

4. **HOW TO ENTER:**

4.1. **Peel Stickers.** A total of 230,000 of specially marked product sealing peel stickers (a “**Peel Sticker**”) have been produced for this Contest, available for distribution through purchase and no purchase entry, as described below. Peel Stickers will be available for distribution through the Contest Period, or while supplies last. Participating locations may change without notice.

4.2. **With Purchase:** Commencing on the Contest Start Date and during the Contest Period, while supplies last at participating Pita Pit locations in Canada, Eligible Entrants will receive:

4.2.1. one (1) Peel Sticker with the purchase of any pita sandwich, rice bowl, salad, (a “**Qualifying Purchase**”);

4.2.2. two (2) additional Peel Stickers for a total of three (3) Peel Stickers with the addition of a *Coca-Cola*® canned or bottled drink and a bag of *Frito-Lay*® chips to their order to make a combo (a “**Qualifying Combo Purchase**”). Only *Coca-Cola*® beverages and *Frito-Lay*® chips are eligible for a Qualifying Combo Purchase;

4.3. Each Qualifying Purchase will be eligible to receive one (1) Peel Sticker and each Qualifying Combo Purchase will be eligible to receive three (3) Peel Stickers. There is a limit of one (1) Peel Sticker per Qualifying Purchase and three (3) Peel Stickers per Qualifying Combo Purchase, however multiple Qualifying Purchases and Qualifying Combo Purchases may be made within one transaction. For example, if three sandwiches are purchased in one transaction, an Eligible Entrant will receive three Peel Stickers. If three combos are purchased in one transaction, an Eligible Entrant will receive nine Peel Stickers. The redemption or claiming of Prizes for sandwiches or combos is not a Qualifying Purchase nor a Qualifying Combo Purchase.

4.4. **Exclusion on Qualifying Purchases and Qualifying Combo Purchases.** Catering pita platters, kid’s program and school lunch orders are not eligible and are excluded from receiving Peel Stickers.

- 4.5. **No Purchase Necessary:** To obtain a Peel Sticker (while supplies last) and enter the Contest without completing a Qualifying Purchase or a Qualifying Combo Purchase, an Eligible Entrant may download the Pita Pit mobile application (the “**App**”) from the Apple® or Android® mobile app store and sign up to the Pita Pit MORE! Rewards Loyalty Program for a chance to win one of the instant prizes and be automatically entered in the Grand Finale Draw (as defined below) and following the on-screen instructions to enter the Contest. (“**Peel Sticker Request**”). Upon receipt of a Peel Sticker Request in accordance with these Rules (as determined by the Administrator in its sole and absolute discretion), the Eligible Entrant that submitted such Peel Sticker Request will be provided with one (1) Sticker, if he/she requested one. To be eligible, Peel Sticker Requests must be made during the Contest Period. Any individual who makes a Peel Sticker request that does not comply with the foregoing requirements (as determined by the Administrator at its sole discretion) will not be eligible to receive a free Peel Sticker in response to such Peel Sticker request. The Released Parties (defined below) are not responsible for late or incomplete, Peel Sticker Requests (all of which are void).
- 4.6. **Grand Finale Prize Draw.** Eligible Entrants who have obtained Peel Stickers can be automatically entered into the Peel and Win finale draw (the “**Grand Finale Draw**”) to become eligible to win a trip for two to a destination of the winner’s choice worth \$7,000 (the “**Grand Finale Prize**”). An Eligible Entrant may submit an entry on the App for a chance to win the Grand Finale Prize Draw by downloading the App from the Apple® or Android® app store and following the on-screen instructions to enter the Grand Finale Prize Draw. Eligible Entrants can access the App through a mobile device. If using a mobile device, standard data rates may apply. The Grand Finale Prize Draw will be conducted by the Prize Fulfiller using a randomizer and a winner announced on the Pita Pit website and social media during the week of April 17th, 2023.
5. **REVEALING THE PEEL STICKER PRIZE.** The Eligible Entrant must, during the Contest Period and while supplies last, peel back the top layer of the Peel Sticker to reveal either (i) a potential Pita Pit Tier 1 Prize (as defined at **Rule 6**) has been awarded; or (ii) if a Prize code that must be entered into the App to reveal if Eligible Entrant has won a Tier 2 Prize (as defined in **Rule 6**). In order to be declared a Prize winner, potentially winning Peel Sticker must include the entire printed potential winner notification message including the Prize description (“**Message**”) and answer a mathematical skill testing question without assistance. After providing the correct answer to a skill testing question, if a Prize is revealed, the Eligible Entrant is eligible to claim that applicable prize. Follow the Prize Claim instructions in **Rule 9**. All fields must be completed unless they are indicated as optional. Administrator reserves the right in its sole discretion to reject any Peel Sticker that is not presented in its entirety. Any Peel Stickers not revealed by the Contest Closing Date (as determined by the Administrator in its sole and absolute discretion on the basis of its official records) will be forfeited. IMPORTANT NOTE: Stickers cannot be sold, traded or redeemed for cash.
6. **PRIZES:** There are in total 11,467 prizes (each a “**Prize**”) available to be won at the outset of the Contest. Odds of winning a prize are one (1) in twenty (20) and vary by prize, as set out below. The total number of Prizes available to be won will decrease as they are revealed and claimed in accordance with these Rules. Retail values are approximate and may vary by location. See below Prize breakdown. Some restrictions apply.

Tier 1 Prizes: Pita Pit Products (instant win). The following are the Tier 1 Prizes:

Tier 1 Prize Description	Total number of Prizes available to be won	Approx. retail value in CAD (each)	Approx. odds of winning (1 in :)
Free regular pita sandwiches	2,000	\$15.00	115
Free cookies (2)	2,000	\$2.19	115
Free Double Meat	2,000	\$1.50	115
Free small smoothie	2,000	\$5.49	115
Free Frito-Lay® chips	2,000	\$2.19	115

Tier 2 Prizes: By Prize Suppliers (sticker code). The following are the Tier 2 Prizes:

Tier 2 Prize Description	Total number of Prizes available to be won	Approx. retail value in CAD (each)	Approx. odds of winning
Foodtastic® Gift Card	200	\$25	1,150
SkipTheDishes® gift cards	1,000	\$10	230
GoodLife Fitness Prizes			
GoodLife Fitness® one year membership	2	\$1,000	115,000
GoodLife Fitness® 6-month membership	2	\$500	115,000
GoodLife Fitness® 7-day membership0	50	\$70	4,600
Coca-Cola® Prizes (see below)			
Toronto Maple Leafs® Hockey Tickets (Pair of 2 tickets to one (1) hockey game) during the 2023-2024 season, sponsored by Coca-Cola®	4	\$1,000	57,500
Toronto Raptors® Basketball Tickets (Pair of 2 tickets to one(1) basketball game) during the 2023-2024, sponsored by Coca-Cola®	4	\$500	57,500
Coca-Cola® Electric Scooter	3	\$500	76,667
Coca-Cola® Metal Cooler on Wheels	3	\$600	76,667
Coca-Cola Bar Fridge	3	\$1,000	3,822
Coca-Cola® Gift Basket	15	\$100	15,333
Coca-Cola® Trucker Hat	60	\$15	3,833

Coca-Cola® Drink Tumbler	65	\$20	3,538
Coca-Cola® Bag / Backpack	20	\$100	11,500
Coca-Cola® Bluetooth Speaker	20	\$100	11,500
Monster Energy Prizes			
Monster Energy® Rolling igloo cooler	2	\$200	115,000
Monster Energy® Rolling luggage	2	\$200	115,000
Monster Energy® Backpack	5	\$80	46,000
Monster Energy® Bluetooth speaker	5	\$80	46,000
Monster Energy® Dorm room cooler	1	\$280	230,000

Grand Finale Prize

Grand Finale Prize Draw – A voucher for a trip for 2 to a destination of your choice worth \$7,000 CAD, sponsored by Frito-Lay® in association with Redtag.ca, the Travel Partner	1	\$7,000	Chosen by a randomizer, odds of winning dictated by total entries
---	---	---------	---

Prizes will occasionally be referred to in these Official Contest Rules collectively as “Prizes” or each individually as a “Prize”.

The Toronto Maple Leafs Hockey and Toronto Raptors Basketball tickets will occasionally be referred to in these Official Contest Rules collectively as a “**Sport Ticket Prize**” and collectively as “**Sport Ticket Prizes**”.

7. SPORTS TICKET PRIZES

- 7.1. Winners of Sport Ticket Prizes will be contacted close to the start of the Basketball or Hockey season, depending upon the Sports Ticket Prize won and will be provided with two (2) tickets to attend one basketball or hockey match. All Eligible Entrants and winners are responsible for ensuring their contact information (email/ phone number) is complete, accurate and remains unchanged to allow for the Prize Filler to award the Sports Ticket Prizes. If contact is made with the winner, and the winner is absent, indisposed or unavailable to attend, the Sports Prize Tickets may be transferred to the winner’s next of kin.
- 7.2. Winners of Sports Ticket Prizes and their respective guest shall be responsible for any costs or expenses associated with the Sport Ticket Prizes not outlined as included below, including but not limited to transportation, accommodation, drinks, meals, gratuities and all incidental and personal expenses. TRANSPORTATION, PARKING AND ACCOMMODATION ARE NOT INCLUDED AS PART OF THE SPORT TICKET PRIZES. Winners are not entitled to any monetary difference between the actual and stated value,

if any. Sports Ticket Prize winners may have food and beverage samples available at each event. Food & Beverage options will be determined by the Administrator or respective Prize Supplier.

- 7.3. Sports Ticket Prize event dates and details are subject to change and pending the release of Official National League Schedules. At the time of development for these Rules and Regulations, these details are yet to be released and will be provided to winners upon contest completion. Sport Ticket Prize winners will be contacted directly with details about the event date and time. All Sports Ticket Prize events will be scheduled to take place in 2023-2024.
- 7.4. In the event, a Sports Ticket Prize winner is unavailable to attend, the Sports Ticket Prize winner will not be eligible for alternative prizes, cash or otherwise.
- 7.5. **Respect of Venue Policies.** Sports Ticket Prize winners and their guest must abide by all venue policies and game/event ticket terms and conditions. Administrator reserves the right to revoke the full or partial prize from any winner or winner's guest who it or venue personnel deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Administrator, Prize Fulfiler, Prize Supplier or affiliated entities into disrepute.

8. **GRAND FINALE PRIZE.**

- 8.1. The Grand Finale Prize will be a Travel Voucher (as defined at Rule 9.3, which is only valid for use on vacation packages, cruises, tours and flights;
- 8.2. The Grand Finale Prize must be accepted as awarded and cannot be transferred, assigned, substituted, or redeemed for cash;
- 8.3. The Grand Finale Prize winner and any travel companions must have all the necessary documentation to permit travel (e.g. passport, visa) and not have any barrier to entry into any country selected as the travel destination;
- 8.4. The following additional expenses are the sole responsibility of the Grand Finale Prize winner and their travel companions including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for winner and any travel companions to and from the Canadian international airport nearest the Grand Finale Prize winner's residence; transportation while visiting travel destination; excess baggage fees; and items of a personal nature (NOTE: winner may be required to present a valid major credit card at the time of booking to cover any incidental expenses);
- 8.5. Any unused portion of the Grand Finale Prize or the Travel Voucher will be forfeited and has no cash value;
- 8.6. The Travel Voucher cannot be replaced if lost, stolen, destroyed, or expired;
- 8.7. The Travel Partner's full terms and conditions are applicable to all reservations. Please refer to the website for details at <https://www.redtag.ca/terms.php>;

9. PRIZE REDEMPTION:

- 9.1. **Redemption of Tier 1 Prizes in Restaurant:** Submit your original winning Peel Sticker to a staff member at any participating Pita Pit location in Canada to obtain a prize claim form. The completed prize claim form must include the correct answer to a mathematical skill-testing question completed by the Eligible Entrant him/herself without assistance of any kind, whether mechanical or otherwise. Upon submission of the completed prize claim form, and correct answer to the skill testing question, the Eligible Entrant will be declared a winner of the Prize identified on the Peel Sticker.
 - 9.2. **Redemption of Tier 2 Prizes Online:** If an Eligible Entrant has revealed a Tier 2 Pita Pit online Prize, the online redemption instructions on the App must be followed. Eligible Entrants must enter the PIN Code found on the Peel Sticker to submit their claim online through App in order to potentially be awarded their Prize and be entered in for the Grand Finale Prize Draw. To be declared a winner, the selected entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing question to be administered on the App. Potential Prize winners will be asked to provide their personal information (name, address, contact details) for prize fulfilment. Prize winners may claim prizes until April 14, 2023 All prizes will be shipped directly to verified winners to the mailing address in Canada provided on the App at the time of the Prize Claim. Allow six (6) to eight (8) weeks for delivery.
 - 9.3. **Redemption of Grand Finale Prize.** The Grand Finale Prize winner will be chosen by randomized draw conducted by the Prize Fulfiller during the week of April 17, 2023. The Prize Fulfiller will contact the selected winner. To be declared a winner of the Grand Finale Prize, the selected entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing question to be administered by the Prize Fulfiller. Upon successful completion of the skill testing question, the Prize Fulfiller will then present the Grand Finale Prize winner with a seven thousand Canadian dollar (\$7,000 CAD) travel voucher (the “**Travel Voucher**”). The Grand Finale Prize winner will be asked to provide their personal information (name, address, contact details) for prize fulfilment. Redtag.ca/Red Label Vacations Inc. its agencies, representatives, and affiliates, have the right to use the Grand Finale Prize winners’ name and to make and use visual and/or audio recordings and still images of any kind of the Grand Finale Prize winner and the whole travelling group (collectively the “**Materials**”) in any marketing or publicity connected exclusively to this promotion, be it radio, TV, or other social media in connection with this promotion without compensation. **The Travel Voucher must be redeemed by December 18, 2023, for travel to be completed by December 31, 2024.** To use the voucher to book the flight, the Grand Finale Prize winner must contact Liliana Rodriguez at 905-283-6046 or 1-866-573-3824 ext. 22056 by email at: liliana@redtag.ca or vipteam@redlabelvacations.com.
10. **SKILL-TESTING QUESTION REQUIREMENT:** To be declared a winner of a any Prize, a selected Eligible Entrant must first have complied with all Contest rules and correctly answer, a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise. If an Eligible Entrant: **(i)** fails to correctly answer, or incorrectly answers the skill-testing question; **(ii)** fails to or cannot accept the applicable Prize, as awarded, for any reason whatsoever; then the applicable Prize will be forfeited.

11. **VERIFICATION OF ENTRIES.** The validity of any Contest entry is subject to verification by the Administrator. The Releasees (as defined below at Rule 13) will not be responsible for illegible, incomplete, lost, misdirected, technical failures or late entries, all of which will be void. For greater certainty and the avoidance of any doubt, Eligible Entrant can use only one (1) email address to enter this Contest. If it is discovered by the Administrator that any person has attempted to: **(i)** obtain more than the maximum stated number of entries as outlined in these Official Contest Rules; and/or **(ii)** use (or attempt to use) multiple names, identities and/or more than one (1) email address to enter the Contest; then he/she may be disqualified from the Contest and all of his/her entries voided. Use (or attempted use) of multiple names, identities, email 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 Administrator. All entries are subject to verification at any time and for any reason. The Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Administrator – including, without limitation, government-issued photo identification) to participate in this Contest. Minors who are selected as potential winners may be required to provide proof to Administrator, in a form suitable to Administrator, that the Minor has permission of his/her parent or legal guardian to participate in the Contest and to accept the prize awarded. The Minor's parent or legal guardian may also be required to sign documentation and/or waivers, as directed by Administrator. Failure to provide such proof or documents to the satisfaction of the Administrator in a timely manner may result in disqualification.

12. **TRANSFER, ASSIGNMENTS & SUBSTITUTIONS.** All prizes must be accepted as awarded. Prizes are not transferable or assignable and must be accepted as awarded with no substitutions in cash or otherwise, except at Administrator's sole discretion. Administrator reserves the right, in its sole discretion to substitute a Prize of equivalent monetary value if the Prize or any part of the Prize cannot be awarded as described for any reason. The Releasees (as defined below at **Rule 13**) will not be responsible, however, if weather conditions, labour disputes, any national emergency, pandemic, war, civil commotion, acts of terrorism, acts of government or any agency thereof or other factors beyond Administrator's or Prize Fulfiller's reasonable control prevent a Prize or any part of a Prize from being fulfilled. In any such event, a winner will not be provided with a substitute prize or cash equivalent. In the event that a potential winner is unable to accept any or all of the prize components due to reasons beyond the control of the Administrator or Prize Fulfiller, the prize will be forfeited, and no compensation or substitute prize components will be provided. Prizes will only be released to the verified winners. Return of any Prize/Prize notification as undeliverable may result in disqualification.

13. **RELEASES, ETC.:** Before being declared a winner, a selected entrant may be required to sign a Prize Claim form or Declaration of Compliance and a Release of Liability form, which (among other things): **(i)** confirms compliance with these Official Contest Rules; **(ii)** acknowledges acceptance of the applicable Prize as awarded; **(iii)** releases the Administrator and Prize Fulfiller, Prize Suppliers, and each of their respective advertising and promotional agencies, social media platforms, any contest judging organization,

provincial liquor authorities, parent companies and affiliates of the foregoing and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all liability in connection with this Contest, his/her participation therein and/or the awarding, use and/or misuse of the Prize or any portion thereof; and **(iv)** 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 in perpetuity without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Administrator, Prize Fulfiller, or Prize Suppliers in any manner whatsoever, including print, broadcast or the Internet. The Releasees do not make, nor in any manner are responsible or liable for: **(i)** any warranty, guarantee or representation, expressed or implied, in fact or in law relative to any Prize, including but not limited to its quality, merchantability, fitness for purpose or mechanical condition and **(ii)** are not liable for injury, loss or damage of any kind resulting from the acceptance, use and/or misuse of any Prize, travel related thereto (as applicable), or otherwise directly or indirectly, in whole or in part, from participation in this Contest. Declaration and Release documents must be returned within the time period indicated in the documents or the Prize will be forfeited.

14. LIMITATIONS OF LIABILITY:

- 14.1. By accepting and redeeming the prize, all winners agree to release the Contest Parties from any and all liability, including loss or damage due in whole or in part to the acceptance, possession, use or misuse of all or any element of the Prize (including, without limitation, any travel related thereto). All Prize components and Prizes are awarded as is, without any warranty whatsoever from the Administrator, Prize Fulfiller or Prize Provider; winner must look solely to the manufacturer and the warranty provided by it, if any, should any defects in the prize exist. All prize winners acknowledge that the only warranty applicable to their prize is the standard manufacturer’s warranty. Without limiting the limitations of liability set forth elsewhere in these Contest Rules and/or the Declaration of Compliance and Release of Liability, and for greater certainty, the Releasees will not be liable for: **a)** any incomplete or inaccurate information, whether caused by Contest Webpage or App users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the capturing and/or processing of entries; **b)** the theft, loss, destruction or unauthorized access to, or alteration of, entries or the Contest Webpage of App; **c)** any problems with, or technical malfunctions of, telephone networks or lines, computer on-line systems, servers, internet service providers, wireless carriers, websites (including the Contest Webpage) satellites or other connections, computer equipment, software, viruses or bugs; **d)** any miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions, or hardware or software malfunctions, failures or difficulties; **e)** any failure of any email to be received by or from Administrator and/or entry to be captured or recorded for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof; **f)** any technical malfunctions, failures, or difficulties, printing errors or omissions, clerical, typographical or other error(s) or omissions in any materials connected to the Contest including, without limitation, in any Peel Sticker, Contest advertising, these Rules, communication whether electronic, written or oral, the offering or announcement of any prize or in any prize notification email or letter; **g)** damage to an Entrant’s or other person’s system occasioned by participation or downloading of materials in this Contest; **h)** any typographical or other errors in the offer or administration

of this Contest, including but not limited to errors in advertising, these Contest Rules, the selection and/or announcement of eligible winner(s), and/or the distribution of any Prize(s); and/or g) any combination of the above.

- 14.2. In no event will the number of prizes issued exceed the number set out in these Rules. Subject to the provisions of these Rules, only the type and quantity of prizes described in these Rules will be awarded in the Contest. The sole responsibility and liability for any irregular PIN Code or Peel Sticker is replacement by the Administrator with another Peel Sticker, while supplies last, as solely determined by the Administrator. Replacement shall be the sole and exclusive remedy under such circumstances. If, due to printing or production errors or omissions, technical errors, or for any other reason whatever, the number of potential prize winners coming forward seeking to claim prizes exceeds the number of each type of prize as set out in these Rules, the prize winners, or remaining prize winners, as the case may be, of the number of prizes described in these Rules as being available in the prize category in question, in the sole discretion of the Administrator, may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each Eligible Entrant's sole and exclusive remedy under such circumstances. PRIZES WHICH ARE NOT CLAIMED OR WHICH ARE FORFEITED WILL NOT BE AWARDED.
- 14.3. Any Peel Sticker or PIN Code obtained through unauthorized or illegitimate sources/channels, including any Peel Sticker or PIN Code purchased or obtained online, or which are not original, are illegible, have been tampered with, mutilated, altered, reproduced, stolen, forged, counterfeited, irregular, marked improperly, or which contain printing or production errors, or any errors in any way, will be void at the sole discretion of the Administrator. Materials submitted become the property of the Administrator and will not be returned.
15. **PERSONAL INFORMATION:** By entering this Contest, entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest including, but not limited to, for the purpose, of receiving one or more messages, whether electronic or not, from the Administrator or its designated representative, which may provide entrants with information regarding the Contest or otherwise further the administration of the Contest and in accordance with Administrator's Privacy Policy (available at <https://pitapit.ca/privacy-policy>). The entrant will be deemed to have solicited these messages from the Administrator or its designated representative by virtue of entering the Contest. By participating in the Contest and/or accepting a Prize (if applicable), the entrant consents to the collection, use and disclosure to the public of their names, addresses (city, province/territory), voices, statements and photographs or other likenesses in any publicity or advertisement carried out by Administrator in association with the Contest in any media or formats, including but not limited to the Internet, without further notice, permission or compensation and in perpetuity. Personal information will not otherwise be used or disclosed without consent. You may have the opportunity to request to receive promotion emails from Administrator about its products, special offers and promotions. You may unsubscribe from these notices at any time. Your choice to receive such emails will not impact your chances of winning. This section does not limit any other consent(s) that an individual may provide the Administrator or others in relation to the collection, use and/or disclosure of their personal information.

16. **ERRORS, ETC.:** Any entries, or other materials used in this Contest that have been tampered with, mutilated, altered, forged, reproduced, not legitimately obtained, are illegible or which contain or reflect printing, production or other errors will be void.

17. **RIGHT TO TERMINATE, SUSPEND OR AMEND:** Administrator reserves the right, at its sole discretion, to **a)** terminate, suspend or amend this Contest, in whole or in part at any time and without prior notice if any factor interferes with its proper conduct as contemplated by these Rules; **b)** disqualify any individual (and all of his/her PIN Codes/Online Entries/prize claims) who tampers with the letter or spirit of the Contest as contemplated by these Rules; **c)** modify, suspend or cancel the Contest should fraud, a virus, "bug" or other cause beyond the reasonable control of Administrator corrupt the security or proper administration of the Contest; or **d)** if Administrator determines that for any reason the Contest cannot be run as originally planned or if there is any other occurrence compromising the fairness or integrity of the Contest.

Subject only to applicable law and any applicable or required regulatory approval, the Administrator reserves the right 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 Administrator affects the proper administration of the Contest as contemplated in these Rules, or for any other reason.

18. **LIQUOR AUTHORITIES:** The provincial liquor authorities are not connected with this Contest in any manner whatsoever and are not liable in any way whatsoever with regards to any matter relating to this Contest.

19. **PRIZE SUPPLIERS:** Entrants in this Contest acknowledge that Prize Suppliers' only involvement with this Contest is as a Prize Supplier, and by entering, Entrants release the Prize Suppliers from any and all liability with respect to the administration of the Contest, including, without limitation, the delivery, non-delivery, acceptance, use and/or misuse of Prize(s) or parts of any Prize. The information you provide will only be used by Administrator for the purposes of the administration and fulfilment of this Contest.

20. **MISCELLANEOUS:** All decisions of the Administrator, or any contest judging organization as designated by them, are final and binding without right of appeal in all matters relating to this Contest. Any use of automated devices is prohibited. All entries become the property of Administrator and will not be acknowledged or returned. No correspondence will be entered into except with selected entrants (or any other entrant(s) as deemed necessary by the Administrator). Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. "**Authorized account holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses

for the domain associated with the submitted email address. An entrant may be required to provide the Administrator with proof (in a form acceptable to the Administrator – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the email address associated with the entry in question.

Administrator reserves the right at their sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by Administrator, any individual that they find or believe to be not in compliance with these Rules; to be tampering with the entry process or the operation of the Contest or Contest Website; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THE CONTEST RULES AND CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Administrator's failure to enforce any term of these Contest Rules shall not constitute a waiver of that provision. Without limitation, Administrator reserves the right to substitute an alternate test of skill as it deems appropriate or necessary to comply with applicable law. 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 the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to: the App and the Contest Webpage, French version of these Rules, point of sale, television, print, radio, digital, online or any other type of advertising or other types of communications (including without limitation the abbreviated version of these Rules that appear on such advertising or other types of communications); the terms and conditions of these English Contest Rules shall prevail govern and control to the fullest extent permitted by applicable law.

Without limiting the generality of the foregoing, in the event the Administrator becomes aware of any such discrepancy or inconsistency, the Administrator will place a correction notice on the digital menu boards of participating Pita Pit Restaurants.

"PITA PIT", and the **Pita Pit logo** are registered trademarks of Franchises Foodtastic Inc. and are used under license. © Franchises Foodtastic Inc., Montreal, 2023. All Rights Reserved.

"SkipTheDishes" is a registered trademark of SkipTheDishes Restaurant Services Inc. All rights reserved.

"GoodLife" is a registered trademark of GoodLife Fitness Centres Inc. All rights reserved.

"Monster Energy" is a registered trademarks of Monster Energy Company. All rights reserved.

***Coca-Cola** is a registered trademark of Coca-Cola Ltd.

Frito-Lay is a trademark of Frito-Lay North America, Inc.

NHL and the NHL Shield are registered trademarks of the National Hockey League. NHL and NHL team marks are the property of the NHL and its teams. © NHL 2023. All Rights Reserved.

NBA trademarks are registered trademarks of the National Basketball League. NBA and NBAS team marks are the property of the NBA and its teams. © NBA 2023. All Rights Reserved.

“**RedTag.ca**” is a registered trademark of Red Label Vacations Inc., All rights reserved.