Short Rules:

*Terms apply.

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. Open to age of majority (or age 13+ with parent/legal guardian consent) and legal residents of Canada only. Earn Digital Peel Sticker(s) by making Qualifying Purchase(s) or Qualifying Combo Purchase(s) using the loyalty card available on the Pita Pit mobile App. For full Contest rules and all other details, visit the Pita Pit mobile App or (www.pitapit.ca). A total of 11,077 prizes are available to be won. Each Digital Peel Sticker offers a chance to win one of the prizes. No prize is guaranteed. The approximate value of each prize is between CAD \$2.00 and CAD \$7,000.00. Contest begins April 15, 2025, at 12:00:00 a.m. ET and ends on May 14, 2025, at 11:59:59 p.m. ET. Skill testing question required. All trademarks are the property of their respective owners and are used under licence. Odds are determined based on the number of entrants.

2025 PITA PIT PEEL AND WIN CONTEST OFFICIAL CONTEST RULES (the "Rules")

- CONTEST PERIOD. The Pita Pit Peel and Win Contest (the "Contest") begins at 12:00:00 a.m. Eastern Time (ET) on April 15, 2025, (the "Contest Start Date") and ends once all Digital Peel Stickers (as defined below) have been distributed, or on May 14, 2025, 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 May 6, 2025, at 11:59:59 p.m. ET (the "Contest Closing Date"). All Prizes must be claimed by May 31, 2025, 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 Franchises inc. ("Pita Pit"), SkipTheDishes Restaurant Services Inc ("SkiptheDishes"), GoodLife Fitness Centres Inc. ("GoodLife"). Coca -Cola Canada Bottling Limited Ltd. ("Coca-Cola"), Frito Lay Canada, a division of PepsiCo Canada ULC ("Frito-Lay"), Red Bull Canada Ltd. ("Red Bull") (collectively, the "Prize Suppliers") and Red Label Vacations Inc. (dba Redtag.ca) (a "Travel Partner"), or any of their respective parent, subsidiaries, 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 competition is not open and is 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 Site Terms and Conditions (<u>CondLink is gooditions</u> <u>d'utilisation | Pita Pit Restaurants</u>), as applicable; and (c) all decisions of the Administrator, which are final in all respects.

4. **HOW TO ENTER:**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 4.1. **Digital Peel Stickers.** A total of 623,500 digital peel stickers (a "**Digital Peel Sticker**") have been created for this Contest, available on the Pita Pit mobile application (the "**Pita Pit App**") through purchase and no purchase entry, as described below. Digital Peel Stickers will be available 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 Locations in Canada, Eligible Entrants who purchase the following Qualifying Purchases or Qualifying Combo Purchases (as defined below) using their loyalty card accessible on the Pita Pit App, will be eligible to receive:

4.2.1. One (1) Digital Peel Sticker with the purchase of any pita sandwich, rice bowl, salad, (a "**Qualifying Purchase**");

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

4.2.3. Each Qualifying Purchase will be eligible to receive one (1) Digital Peel Sticker, and each Qualifying Combo Purchase will be eligible to receive three (3) Digital Peel Stickers. There is a limit of one (1) Digital Peel Sticker per Qualifying Purchase and three (3) Digital 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, at Participating Locations, for each transaction made, an Eligible Entrant will receive three (3) Digital Peel Stickers. If three (3) Qualifying Combo Purchases are purchased in one transaction, an Eligible Entrant will receive nine (9) Digital Peel Stickers. The redemption or claiming of Prizes for pitas or combos is not a Qualifying Purchase nor a Qualifying Combo Purchase.

4.2.4. **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 Digital Peel Stickers.

4.2.5. **Loyalty Card**. Eligible Entrants must sign up or be signed up to the Pita Pit loyalty program to use their loyalty card and obtain Digital Peel Stickers for Qualifying Purchases or Qualifying Combo Purchases.

4.3. **No Purchase Necessary.** To obtain one (1) Digital Peel Sticker without completing a purchase, print your first name, last name, telephone number, electronic mail <u>address</u>, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with a 50 word or more unique and original essay expressing why you love Pita Pit to: Pita Pit Marketing, Foodtastic 9300 Route Transcanadienne, Suite 310, Saint-Laurent, Quebec H4S 1K5 (collectively, the "**Request**"). The original essay must be written without the use of any machine, technology or artificial intelligent assistance. If the Administrator or Prize Fulfiller, in the Administrators and/or Prize Fulfiller's discretion,

believes that such assistance was used, the Request may be disqualified. Upon receipt of a valid Request in accordance with these Rules, you will be entered into the Grand Finale Prize Draw (as defined below). To be eligible, your Request must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be postmarked during the Contest Period and received prior to the Contest Closing Date.

- 4.4. **Grand Finale Prize Draw**. Eligible Entrants who have obtained and redeemed Digital Peel Stickers will be automatically entered into the Peel and Win finale draw (the "**Grand Finale Prize Draw**") to become eligible to win the Tier 3 prize, namely a trip for two to a destination of the winner's choice worth \$7,000, in accordance with the specifications in Section 9 (the "**Grand Finale Prize**"). An Eligible Entrant must follow the on-screen instructions on the Pita Pit App. The Grand Finale Prize Draw will be conducted by the Prize Fulfiller using a randomizer and a winner will be announced on the Pita Pit website and social media June 5, 2025.
- 4.5. **Participating Locations.** A full listing of Pita Pit locations can be found by visiting: <u>Find a Pita Pit restaurant near you | Pita Pit</u>. Certain Pita Pit locations may not be able to participate in the rewards program and Contest. Pita Pit location participating in the Contest shall be collectively referred to as "**Participating Locations**".
- 4.6. **Revealing The Digital Peel Sticker Prize**. Eligible Entrants must access their Digital Peel Stickers in the Pita Pit App during the Contest Period. Eligible Entrants will be prompted to digitally peel the Digital Peel Sticker to reveal if they have won a Tier 1 or Tier 2 Prize listed in Section 6. NO PRIZE IS GUARANTEED. In order to be declared a Prize winner, Eligible Entrant must answer a mathematical skill testing question without assistance. After providing the correct answer to a skill testing question, if a Tier 1 or Tier 2 Prize is revealed, the Eligible Entrant is eligible to claim that applicable Prize in accordance with the Prize acceptance and redemption rules in Section 10. All fields must be completed unless they are indicated as optional. Any Digital 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: Digital Peel Stickers cannot be sold, traded or redeemed for cash.
- 4.7. **Pita Pit App**. The Pita Pit App can be downloaded from the Apple® or Android® app store. Eligible Entrants can access the Pita Pit App through a mobile device. If using a mobile device, standard data rates may apply.
- 5. **PRIZES.** There are 11,077 Tier 1 and Tier 2 prizes (each a "**Prize**") available to be won in the Contest. Odds of winning a Prize are one (1) in fifty-seven (57). There is one (1) Tier 3 prize available to be won (the Grand Finale Prize). Odds of winning the Grand Finale Prize vary according to the total number of entries. 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.
- 6. **TOTAL VALUE.** The approximate total retail value of all prizes awarded in this Contest is one hundred thousand Canadian dollars (CAD \$100,000.00).

TIER 1 PRIZES	Approx. retail value in CAD (each)	Total number of Prizes available to be won	Approx. chance of winning (1 out of :57)
Free regular pita	\$15.00	2000	0.32
Free cookies (2)	\$2.19	2000	0.32
Free bottle of pop	\$3.99	2000	0.32
Free small smoothie	\$5.49	2000	0.32
Free chips	\$2.19	2000	0.12
Free Red Bull can	\$2.03	720	0.32

TIER 2 PRIZES	Approx. retail value in CAD (each)	Total number of Prizes available to be won	Approx. chance of winning (1 out of :)
Premium e-scooter	\$1,100.00	2	0.0003
Premium gaming console and 2 nd controller	\$750.00	2	0.0003
20 oz Premium tumbler	\$60.00	45	0.0072
Coca-Cola branded cap	\$20.00	50	0.0080
Premium backpack	\$200.00	7	0.0011
Premium cooler	\$700.00	2	0.0003
Premium speaker	\$120.00	10	0.0016
Movie theater gift card	\$25.00	100	0.0160
NHL Ticket Pair	\$2,000.00	2	0.0003
NBA Ticket Pair	\$2,000.00	1	0.0002
Red Bull VIP Experience at Red Bull Joyride In Whistler	\$250.00	2	0.0003
Red Bull Cross-Body Bag	\$45.00	5	0.0008
Premium backpack with 4-pack of Red Bull	\$360.00	1	0.0002
Red Bull backpack with 4-pack of Red Bull	\$350.00	5	0.0008
Pita Pit The North Face - Skyline Fleece Full Zip Jacket	\$145.00	20	0.0032
Pita Pit hoodie (Black – Green & Grey)	\$47.00	25	0.0040
Foodtastic Digital Gift Card	\$25.00	25	0.0040
GoodLife Fitness one year membership	\$1,000.00	3	0.0005
Goodlife Fitness 7-day free trial	\$70.00	50	0.0080
GRAND FINALE PRIZE (TIER 3 PRIZE)	Approx. retail value in CAD (each)	Total number of Prizes available to be won	Approx. Chance of winning (1 out of :)

Grand Finale Prize - Trip for 2 to a destination of the winner's choice worth \$7,000, sponsored by Frito- Lay® in association with Redtag.ca	\$7,000.00	1	Chosen by random draw. The chances of winning depend on the total number of entries.
---	------------	---	---

7. SPORTS TICKET PRIZES

- 7.1. Winners of the NBA and NHL tickets (the "**Sports 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 Fulfiller 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 Sports Ticket Prizes not outlined as included below, including but not limited to transportation, parking, accommodation, meals, gratuities and all incidental and personal expenses. drinks. TRANSPORTATION, PARKING, ACCOMMODATION, DRINKS, MEALS. GRATUITIES AND ALL INCIDENTAL AND PERSONAL EXPENSES ARE NOT INCLUDED AS PART OF THE SPORTS TICKET PRIZES. The Sports Ticket Prizes are limited to the tickets to the match.
- 7.3. 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 and beverage options will be determined by the Administrator or respective Prize Supplier.
- 7.4. 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. Sports 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 2025-2026.
- 7.5. 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.
- 7.6. **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 Fulfiller, Prize Supplier or affiliated entities into disrepute.

8. **RED BULL VIP EXPERIENCE AT RED BULL JOYRIDE IN WHISTLER**. The Red Bull VIP Experience at Red Bull Joyride in Whistler prize is limited to access to the VIP experience at an event in Whistler. Access to the event is free. The winners of the Red Bull VIP Experience at Red Bull Joyride in Whistler shall be responsible for all other costs and incidental and personal expenses, including but not limited to transportation, parking, accommodation, drinks, meals and gratuities. If the Red Bull VIP Experience at Red Bull Joyride in Whistler prize is not claimed or used by the winner, it shall be forfeited, and no monetary compensation or substitute prize will be provided to the winner.

9. **GRAND FINALE PRIZE**.

- 9.1. The Grand Finale Prize will be a travel voucher (the "**Travel Voucher**"), which is only valid for use on vacation packages, cruises, flights and tours, subject to the Travel Partner's exceptions;
- 9.2. The Grand Finale Prize must be accepted as awarded and cannot be transferred, assigned, substituted, or redeemed for cash;
- 9.3. 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;
- 9.4. 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: Grand Finale Prize winner may be required to present a valid major credit card at the time of booking to cover any incidental expenses);
- 9.5. Any unused portion of the Grand Finale Prize or the Travel Voucher will be forfeited and has no cash value;
- 9.6. The Travel Voucher cannot be replaced if lost, stolen, destroyed, or expired;
- 9.7. The Travel Partner's full terms and conditions are applicable to all reservations. Please refer to the website for details at <u>https://www.redtag.ca/terms.php;</u>

10. **PRIZE ACCEPTANCE AND REDEMPTION**

10.1. **Redemption.** If an Eligible Entrant has revealed a Tier 2 Prize, the online redemption instructions on the Pita Pit App must be followed. To be declared a winner, Eligible Entrants must correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing question to be administered on the Pita Pit App. Potential winners will also be asked to provide their personal information (name, address, contact details) through the Pita Pit App for Prize fulfilment. Tier 2 Prizes will be shipped directly to verified winners by the Prize Suppliers or the Prize Fulfiller to the mailing address in Canada provided on the Pita Pit App at the time the Prize is claimed. Allow six (6) to eight (8) weeks for delivery. Trier 1 Prizes may be claimed at Participating Locations. Prize winners must claim prizes by the Prize Claim Deadline.

- 10.2. **Redemption of Grand Finale Prize**. The Grand Finale Prize winner will be chosen by randomized draw conducted by the Prize Fulfiller June 5, 2025. 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 the seven thousand Canadian dollar (\$7,000 CAD) 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 winner's 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 Contest without compensation. The Travel Voucher must be redeemed by December 18, 2025, for travel to be completed by December 31, 2025. To use the Travel Voucher to book the flight, vacation package, cruise our tour (subject to the Travel Partner's exceptions), 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
- 10.3. The Prize Fulfiller will contact the selected winner within three (3) business days of the draw date by email and/or by phone. If any eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable (such eligible winner referred to herein as an "**Unresponsive Winner**"); then he/she will be, in the sole and absolute discretion of the Administrator, disqualified (and, if disqualified, will forfeit all rights to any Prize) and the Administrator reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate Eligible Entrant as an eligible winner, in place of the applicable Unresponsive Winner, from among the remaining eligible entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). The Releasees (as defined in Section 15) or their designated representatives, are not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify an eligible winner.
- 11. **SKILL-TESTING QUESTION REQUIREMENT.** To be declared a winner of a any Prize or the Grand Finale Prize, a selected Eligible Entrant must first have complied with these 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; or (ii) fails to or cannot accept the applicable prize, as awarded, for any reason whatsoever; then the applicable prize will be forfeited.
- 12. VERIFICATION OF ENTRIES. The validity of any Contest entry is subject to verification by the Administrator. The Releasees (as defined in Section 15) 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 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.

- 13. **TRANSFER & ASSIGNMENT**. 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.
- 14. **SUBSTITUTIONS**. Except where prohibited by applicable law, the 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 in Section 15) 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 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.
- RELEASES, ETC .: Before being declared a winner, a selected Eligible Entrant may be 15. 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 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 authorities (if applicable), parent companies, subsidiaries 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.

16. LIMITATIONS OF LIABILITY

- 16.1. Without limiting the limitations of liability set forth elsewhere in these 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 Site or Pita Pit 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 Site or Pita Pit 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 Site) 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, or omissions, clerical, typographical or other error(s) or omissions in any materials connected to the Contest including, without limitation, 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 Eligible 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 Rules, the selection and/or announcement of eligible winner(s), and/or the distribution of any Prize(s); and/or i) any combination of the above.
- 16.2. 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 entry error is replacement by the Administrator with another entry, during the Contest Period, 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 entrant's sole and exclusive remedy under such circumstances. PRIZES WHICH ARE NOT CLAIMED OR WHICH ARE FORFEITED WILL NOT BE AWARDED.
- 16.3. Any Digital Peel Sticker obtained through unauthorized or illegitimate sources/channels, including any Digital Peel Sticker 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.
- 17. **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 17 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.

- 18. **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.
- 19. **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 Digital Peel Stickers/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 which corrupts 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.

- 20. **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.
- 21. **MISCELLANEOUS.** All decisions of the Administrator, or any contest judging organization as designated by it, 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.

22. **DISQUALIFICATION**. Administrator reserves the right at its 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 the Site; 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 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.

- 23. **LANGUAGE**. 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 Pita Pit App and the Site, 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);
 - 1. for participants outside the province of Québec, the English version of these Rules shall prevail, govern and control to the fullest extent permitted by law;
 - 2. for participants in the province of Québec, the French version of these Rules shall prevail, govern and control to the fullest extent permitted by 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 Locations.

24. **APPLICABLE LAWS.** For Participants outside the Province of Quebec, these Rules shall be governed solely by the laws of the Province of Ontario and applicable federal laws, without regard to the conflict of laws provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario, in the City of Toronto, with respect to all disputes arising out of or relating to the Rules and any related matters;

Notwithstanding the foregoing, for participants in the province of Quebec, these Rules shall be governed by the laws of the province of Quebec and applicable federal laws. Any litigation

respecting the conduct or organization of this Contest may be submitted to the **Régie des alcools, des courses et des jeux** ("*Régie*") for a ruling. Any litigation respecting the awarding of a prize in this Contest may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

"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.

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

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

"Red Bull" is a registered trademark of RED BULL GMBH.

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.