

“Chance to win \$ 2,000

Contest”

Official Contest Entry Rules

THIS CONTEST IS FOR RESIDENTS OF CANADA (Excluding Quebec) ONLY AND WILL BE INTERPRETED AND SUBJECT TO ALL CANADIAN FEDERAL, PROVINCIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.

“Chance to win \$ 2,000 Contest (the “Contest”) is administered by 55 Rush Inc. (the “Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the Sponsor at #301 - 312 Adelaide Street W, Toronto, ON M5V 1R2. By participating in this Contest, each contestant agrees to be legally bound by these Official Contest Entry Rules (the “Rules”).

1) CONTEST PERIOD

The Contest is run by the Sponsor and will take place from September 9, 2022 to December 31, 2022 (the **“Contest Period”**). Contest Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible Entries.

2) ELIGIBILITY

The Contest is open to all legal residents of Canada, excluding Quebec, who:

- (i) reside in anywhere in Canada, excluding Quebec;
- (ii) must be the age of majority in their province or territory of residence or older as of the date of entering the Contest;
- (iii) are not employees, representatives or agents of the Contest Group Entities, or anyone domiciled with such employees, representatives or agents (whether related or not), or a Contest judge;
- (iv) have agreed to comply with applicable laws (including, but not limited to, laws relating to libel and obscenity), assume responsibility for their activities, and not to harass, disrupt, abuse, or invade the privacy rights of others; and
- (v) have read and accepted, and agreed to comply with these Rules, and with the Terms and Conditions for the 55 Rush Inc. found at <https://55rush.com/terms>.

For the purposes of these Rules, **“Contest Group Entities”** means the Sponsor, its respective parent, sister, affiliated and subsidiary companies, all advertising and promotion agencies, suppliers of prizes (including without limitation PepsiCo Canada ULC), materials and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest.

3) PRIZES

- a) **Prize:** There is a total of **one (1)** Prize available to be won consisting of the following:

\$ 2,000 in the form of a cheque made payable to the winner. All amounts in these Rules are in Canadian dollars.

The winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the Prize. The Prize cannot be substituted or transferred to a third party. However, the Sponsor may in its discretion substitute the Prize for another prize which is, in its opinion, of equal or greater value. Any additional costs not described in these Rules as part of the Prize that are incurred in collecting and using the Prize are the winner's responsibility.

4) METHODS OF ENTRY

- a. **Contest Entry ("CE"):** To enter the Contest for a chance to win the \$ 2,000 Prize, the contestant must complete the Online Entry and Registration (all as defined below) during the Contest Period.

1. **Entering to Win the Prize - Online Entry:** To enter the Contest for a chance to win the \$ 2,000 Prize online, the contestant must sign up for Tasty Rewards™ after clicking through the link from a Sponsor email or from a website operated by the Sponsor, and upon registering for Tasty Rewards™, forward the confirmation email received to tasty@55rush.com. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of the Sponsor.
2. **Mail-In Entry and Registration:** Alternatively, if a contestant does not wish to enter online, the contestant may enter by mail. To enter the Contest for a chance to win the \$ 2,000 Prize via mail, a contestant may: print their first name, last name, email address, age, telephone number, complete mailing address (including postal code), signature and request to be registered and entered into the Contest on a plain white piece of paper (no larger than 8.5 by 11 inches), and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, 55 Rush Inc., #301 – 312 Adelaide Street W, Toronto, ON, M5V 1R2, Attn: Chance to win \$ 2,000 Contest. Upon receipt and verification of a contestant's request in accordance with these Rules, the contestant will receive one (1) entry into the Contest. To be eligible, all mail-in requests must be post-marked during the Contest Period and received prior to the draw date in a separate envelope bearing sufficient postage. The Releasees (defined below) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected,

insufficient postage, late or destroyed Mail-In Entry requests.

- b. **Multiple Registration Not Permitted:** Contestants can only use the Contest Website (or its iframe) or the Mail-In Entry option to register for the Contest one (1) time in total. If it is discovered that a contestant has attempted to: (i) enter more than one (1) time or (ii) use (or attempt to use) multiple names, email addresses or identities to enter, or otherwise participate in, the Contest, then (in the sole and absolute discretion of the Sponsor) they may be disqualified from participating in the Contest and all of their entries may be disqualified. Use (or attempted use) of multiple identities, mail-in envelopes, email addresses and/or any automated system to register for or otherwise participate in this Contest is prohibited and is grounds for disqualification. **One Registration Per Person:** For greater certainty, no contestant may register for the Contest more than once regardless of the method of participation.

5) **DRAW & WINNER SELECTION PROCESS**

- a. **Prize Draw:** On **January 4, 2023 at 2:00 pm ET** in the city of Toronto, in the province of Ontario, at the offices of the Sponsor, **one (1)** entry will be randomly selected from all eligible entries received by Sponsor during the Contest Period. The contestant associated with the selected entry, and who is otherwise eligible to win, will be the selected contestant who is eligible to win the Prize subject to compliance with these Rules.
- b. **Odds of Winning:** The odds of winning the Prize are dependent on the number of eligible entries received by the Sponsor during the Contest Period in accordance with these Rules.
- c. **Contacting Selected Contestant:** The winner will be notified via email within two (2) days following the winner selection. The Sponsor shall have no liability for the winner's failure to receive notices due to winners' spam, "other" inbox or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, does not correctly answer the mathematical skill testing question in the manner prescribed, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.
- d. **Declaration and Release Form; Skill-Testing Question:** in order to be declared a confirmed winner, the selected contestant (or, if they are a minor in their province or territory of residence, their parent or legal guardian) must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, correctly answer, in person, a mathematical skill testing question without assistance of any kind, whether electronic or otherwise, and sign and return within 5 business days of notification by email, a Declaration and Release prepared by the Sponsor which, among other things:
 - i. confirms compliance with these Rules;
 - ii. acknowledges acceptance of the prize(s), as awarded;

- iii. releases the Releasees (as defined in Section 7.7) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of any prize; and
- iv. allows the Licensees (defined in Section 7.9 below to use, reproduce and/or publish in any related publicity, their name, photograph, image, likeness, biographical information, any statements made regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification.

If the selected contestant:

- (i) does not correctly answer the mathematical skill testing question in the manner prescribed;
- (ii) fails to return the properly executed Declaration and Release within the specified time;
- (iii) cannot accept the prize for any reason; or
- (iv) otherwise fails to comply with the Rules;

THEN THEY WILL BE DISQUALIFIED (AND WILL FORFEIT ALL RIGHTS TO THE PRIZE) AND THE SPONSOR RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO SELECT BY RANDOM DRAW FROM AMONG ALL REMAINING ELIGIBLE ENTRIES AN ALTERNATE SELECTED CONTESTANT AS THE POTENTIAL WINNER (IN WHICH CASE THE FOREGOING PROVISIONS OF THIS SECTION SHALL APPLY TO SUCH NEW POTENTIAL PRIZE WINNER). NOTWITHSTANDING ANY OTHER PROVISION OF THESE RULES, THE SPONSOR RESERVES THE RIGHT TO DETERMINE HOW THE PRESENTATION OF A PRIZE WILL OCCUR AND THIS MAY BE EITHER IN A MEDIA EVENT, BY MAIL OR IN PERSON.

6) PRIZE DELIVERY

Prizes Delivery: The Sponsor or its representatives will deliver the Prize to the confirmed winner. Please allow six (6) to eight (8) weeks for delivery.

7) GENERAL TERMS AND CONDITIONS

- a. **Verification of Entries:** The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any contestant in this Contest or for any Extra Entries earned, or purportedly earned, by such contestant to be considered valid for the purposes of this Contest. Contestants whose entries cannot be verified to the satisfaction of Sponsor in its sole and absolute discretion may be disqualified from the Contest and will not be eligible to win any prize. The sole determinant of the time for the purposes

of a valid registration and/or entry in this Contest will be the Contest server machine(s) in Eastern Time.

- b. **No Liability:** The Releasees (defined below in Section 7.7) will not be liable for: (i) any failure of the Contest Website, Sponsor servers or other 55 Rush Inc. sponsored sites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any CE Form, registration, vote, Action, Code or Content to be received by the Sponsor for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to a contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (v) any combination of the above.

- c. **Acceptance of Prizes:**

1. All prizes must be accepted as awarded and are not transferable, assignable or convertible to cash (except in Sponsor or any prize supplier's sole and absolute discretion);
2. The costs of everything not specifically stated as included in the prizes are the sole responsibility of the winner;
3. If the winner does not utilize any part(s) of their prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place;
4. Sponsor and each prize supplier reserves the right at any time to:
 - i. Place reasonable restrictions on the availability or use of the prizes or any component thereof; and
 - ii. Substitute a prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor or any prize supplier's sole discretion, a cash award;
 - iii. By accepting a prize, the winner agrees to waive all recourse against the Releasees (as defined in Section 7.7) if the prize or a component thereof does not prove satisfactory, either in whole or in part.

- d. **Content Submission Requirements:** BY SUBMITTING ANY "CONTENT" TO EARN EXTRA ENTRIES, EACH CONTESTANT HEREBY REPRESENTS AND WARRANTS THAT THE CONTENT (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH THESE RULES, ALL APPLICABLE LAWS (INCLUDING INTELLECTUAL PROPERTY LAWS) AND THE SUBMISSION REQUIREMENTS. THE RELEASEES (defined below in Section 7.7) WILL BEAR NO LIABILITY REGARDING THE USE OF ANY CONTENT (OR ANY COMPONENT THEREOF) BY THE SPONSOR. THE RELEASEES SHALL BE HELD HARMLESS BY THE CONTESTANT IN THE EVENT IT IS

SUBSEQUENTLY DISCOVERED THAT THE CONTESTANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Prior to or after being posted on the Website, each of the Sponsor, its promotional agency and designated Content moderator (each, a “**Reviewer**”) reserves the right to initially screen every piece of Content. Any Content that a Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules or any applicable law (including intellectual property laws) will be disqualified. Prior to being posted on the Website, each Reviewer reserves the right, in its sole and absolute discretion, to edit or modify any Content, or to request a contestant to modify, edit and/or re-submit their Content, in order to ensure that the Content complies with these Rules, or for any other reason. If Content is deemed to be inappropriate, the contestant will receive an email notification from Sponsor indicating that the Content has not been posted or has been removed, and they will have an opportunity to re-submit their revised Content for consideration by a Reviewer. If a contestant has attempted to submit Content three (3) times and has been rejected each time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the contestant from participating in the Contest.

- e. **Number of Prizes/Winners:** By entering the Contest, each contestant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules.

- f. **Termination of Contest:** The Sponsor reserves the right, in its sole and absolute discretion, to void any entry and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that, in the Sponsor’s sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, 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 contestant, entry, or vote with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

- g. **Release and Exclusion of Liability.** By entering or attempting to enter the Contest, each contestant and/or purported contestant agrees to

release, discharge, and forever hold harmless the Contest Group Entities, and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the “**Releasees**”) from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the contestant’s participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of any prize. The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person’s or any other person’s participation or attempted participation in the Contest.

- h. **Minors:** For greater certainty, where the selected contestant is under the age of majority in their province or territory of residence, as a pre-condition to the selected contestant being declared the winner and receiving the prize, the parent or legal guardian of the selected contestant must consent in writing to the selected contestant being declared a winner and receiving a prize and must also sign and return to the Contest Sponsor the Contest Sponsor’s form(s) of Declaration and Release documentation (see Section 7 g) above).

- i. **Name/Image of Winners and Content:**

- 1. By entering the Contest or submitting Content for Extra Entries, each contestant:

- v. grants to the Sponsor, its affiliates, and the suppliers of prizes (collectively, **Licensees**”), in perpetuity, a non-exclusive, irrevocable license to publish, display, reproduce, modify, edit or otherwise use (as the Licensees may in their sole discretion deem appropriate and without right of approval by the contestant) their submitted Content, in whole or in part, for advertising or promoting the Contest or for any other reason in any manner and in any medium (including the Internet), globally, without any compensation or further attribution or notification, and waives their moral rights to such Content;
 - vi. authorizes the Licensees to use, reproduce and/or publish in any related publicity, their name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), globally, without any compensation or further

attribution or notification;

- vii. agrees that anything created by the Licensees which is derived from the contestant's Content, voice, photograph, image, likeness or any statements the contestant make regarding a prize, is owned by the Sponsor, its affiliates or prize suppliers, as applicable; and
- viii. on their own behalf, and on behalf of their heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined in Section 7.7) from and against any and all claims (whether known or unknown, in law or in equity) that they or any of their heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the entry, a vote (if applicable) or use of their Content (if applicable), name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice.

- 2. For greater certainty, the Sponsor, its promotional agency and/or the Reviewer reserves the right, in their sole and absolute discretion and at any time during the Contest, to modify, edit or remove any Content, or to request a contestant to modify or edit their Content, if a complaint is received with respect to the Content, or for any other reason. If such an action is necessary at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to reset the entry count associated with the Content to zero (or, to whatever number the Sponsor deems appropriate in its sole and absolute discretion).
- 3. Subject to subsection (i) above, if a contestant has any questions or does not wish the Sponsor to use any or all of their name, photograph, image, likeness, biographical information, any statements made regarding the prize, place of residence, and/or voice for purposes other than Contest administration, please contact the Sponsor at 301-312 Adelaide Street West, Toronto, ON, M5V 1R2.

- j. **Dispute** – In the event of a dispute regarding who submitted an entry, voter registration and/or vote, entries, voter registrations and votes (as applicable) will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry or voter registration (as applicable). **"Authorized account holder"** is defined as the person who is assigned an email address by an internet provider,

online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A contestant may be required to provide proof that they are the Authorized account holder of the email address associated with the selected entry and/or a vote, and, if applicable, that they have all necessary consents, permissions and/or licenses as required by these Rules.

- k. **Personal Information:** By entering this Contest, each contestant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their entry for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (<https://55rush.com/privacy>), unless the contestant otherwise specifies by giving Sponsor notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, these Rules shall prevail, govern and control.

- l. **Sponsor's Decisions:** This Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of contestants, entries, and votes.

PepsiCo Canada ULC, Facebook/Twitter or any Social Media Disclaimer (i.e. YouTube etc): The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter or any Social Media nor is it sponsored, endorsed or administered by **PepsiCo Canada ULC** (collectively, "**Third Parties**"). PepsiCo Canada ULC is the prize supplier only, and will have no liability or responsibility for any claim arising in connection with participation in the contest or any prize awarded. Each contestant acknowledges that they have provided their information to the Sponsor and not to any Third Parties. The information a contestant provides to Sponsor will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy located at <https://55rush.com/privacy>. All Third Parties are completely released of all liability by each contestant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to any Third Party.