

Pizza Hut Canada

Huttle Up Giveaway Contest

Official Rules

NO PURCHASE NECESSARY. To participate, you must be a legal resident of Canada, excluding Quebec, who has reached the age of majority in your province or territory of residence. Subject to all federal, provincial, and local laws and regulations. Contest void in Quebec and where prohibited or restricted by law. Official Rules will be construed by the laws of Ontario and Canada, as applicable therein.

By entering the **"Pizza Hut Canada Huttle Up Giveaway Contest"** (the **"Contest"**) you agree to abide by these Official Rules (the **"Official Rules"**) and the decisions of Contest Sponsor (and/or its contest administrator, **"Administrator"**), which shall be final and binding in all matters related to the Contest and the awarding of the prizes.

The Contest is in no way sponsored, endorsed, or administered by, or associated with: Instagram and TikTok. By entering, entrants agree to release these entities from any and all liability arising from or connected to the Contest. The Contest is sponsored, endorsed and administered solely by the Contest Sponsor and Administrator.

1) CONTEST SPONSOR

The Contest is sponsored by PH Canada Company (**"Contest Sponsor"**), whose offices are located at 191 Creditview Road, Suite 100, Vaughan, Ontario L4L 9T1.

2) ELIGIBILITY

The Contest is only open to legal residents of Canada, excluding Quebec, who have reached the age of majority in the province/territory in which they live at the time of entry. Employees, officers, and directors of Contest Sponsor, the Administrator, Reviewer, defined below, and any promotion or vendor agency involved in this Contest (and any other person engaged to work on this promotional program) and each of their respective affiliates and subsidiaries (the **"Contest Parties"**) and the household and immediate family members (defined for the purposes of this Contest as a parent, spouse, including common law, child, and sibling regardless of where

they reside) of such employees, officers, or directors are not eligible to enter or win. The Contest is subject to all federal, provincial, and local laws and regulations. Void in Quebec and where prohibited or restricted by law.

3) CONTEST PERIOD

The Contest begins on Thursday, February 8th, 2024 and ends on Sunday, February 11th, 2024 with each post (as defined below) during such period constituting a “**Contest Period**”.

- 12:00 a.m. E.T. on Thursday, February 8th, 2024 – 11:59 p.m. E.T. on Sunday, February 11th, 2024.

Each Contest Period may be extended by Contest Sponsor at its sole and absolute discretion, and the Contest Rules will apply to such extension, subject to any terms of such extensions publicized by the Contest Sponsor in connection therewith.

4) HOW TO ENTER

NO PURCHASE NECESSARY.

At the start of the Contest Period, Contest Sponsor will release a contest post (“**Contest Post**”) on Instagram and TikTok (“**Social Media Channel**”). Submit your Entry on the Social Media Channel as follows:

(i) follow @pizzahutcanada on the Social Media Channel and follow the instructions contained with the Contest Post.

(ii) allow @pizzahutcanada to view your comments and privately message you in your direct messages. Your Instagram and/or TikTok account must be set to “public” for your Entry to be eligible. You can return the applicable account to “private” any time after the winners for each Contest Period have been announced but must return to “public” before the next Contest Period if you wish to enter; and

(iii) observe the character limit per comment or video recording limitations per platform.

By entering the Contest, you warrant and represent that your Entry:

- i. Is original to you and that you have obtained all necessary rights in and to the Entry (and all individual components thereof) to enter the Contest;
- ii. Does not violate any law, statute, ordinance or regulation;
- iii. Does not contain any reference to or likeness of any identifiable individuals, unless consent has been obtained from all such individuals, and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. Will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party;
- v. Is not defamatory, libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, either directly or indirectly or by implication, and without limitation, any of the following: nudity (partial or otherwise); alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterization of any ethnic, racial, sexual, religious, or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behavior or conduct; personal information of individuals, including without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; and identifiable third party products, trademarks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Official Rules; and/or any other content that is or could be considered inappropriate, disparaging, unsuitable, or offensive, all as determined by the Sponsor in its sole and absolute discretion; and
- vi. adheres to the community standards or similar guidelines posted by the applicable Social Media Channel.

To be eligible for the random draw for each Social Media Channel for any or each Contest Period, your Entry must **follow the instructions contained within the post which requires posting a picture of guest huddling up with their group of friends and tagging @pizzahutcanada** and must be submitted and received by the end of the applicable Contest Period. The sole determinant of precise timing for the Contest will be the Contest Sponsor.

LIMIT: One Entry per person per Social Media Channel per Contest Period.

The Entries submitted for one Contest Period will not be entered in the random draws for subsequent Contest Periods.

Failure to follow the Entry instructions, or failure to provide all information requested and only the information requested shall disqualify an entry, subject only to the sole and absolute discretion of the Contest Sponsor provided for under these Official Rules.

If you do not have an Instagram or TikTok account, establishing an account is free. All Instagram terms apply (as applicable).

5) SUBMISSION REQUIREMENTS, SPONSOR REVIEW & SPONSOR PUBLISHING

The Contest Sponsor reserves the right to contact any entrant to verify that entrant's Entry meets the requirements of these Official Rules. Further, the Contest Sponsor reserves the right, in its sole and absolute discretion or the sole and absolute discretion of its promotional agency or designated content moderator (together, the "**Reviewer**") to review all materials submitted as an Entry to the Contest. Any submitted materials that the Reviewer determines or deems, in its sole and absolute discretion, to violate the Official Rules may be removed from the Contest Sponsor's own social feed(s) and disqualified. All Entries are subject to editing or removal by the Contest Sponsor on its own social feed(s), both before and after submitting, by the Contest Sponsor or Reviewer, if they determine, at any time and in their sole and absolute discretion, that such materials in any way violate, or do not comply with these Official Rules. Should it be necessary to edit or remove any submitted materials, the Contest Sponsor or Reviewer may, in their sole and absolute discretion, disqualify the entrant who submitted such materials.

6) PRIZES

For each Contest Period, there is one of five (5) prizes available to be won by random draw from all eligible Entries received, as per Social Media Channel eligible Entry is received from (Instagram and TikTok). Each prize has a total value of \$2,000 per prize which consists of four (4) x \$500 Ticketmaster gift cards (totaling \$2,000) per winner.

Prizes must be accepted as awarded without substitution and is non-transferable/non-refundable/non-exchangeable, not for resale and has no cash surrender or redemption value. The Contest Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize or a portion thereof, with a prize of equal or greater value described in these Official Rules, without liability.

7) RANDOM DRAWS

At the end of the Contest Period, one (1) random draw will be conducted from all eligible Entries received for that Contest Period: 5 random draws from all eligible Entries received on each Social Media Channel. Odds of winning depend on the number of eligible Entries received per Social Media Channel.

Selected entrants will be notified within seven (7) business days of the random draw via Instagram or TikTok Direct Message and/or via a comment from the Contest Sponsor on the selected entrant's corresponding Entry post.

LIMIT: only one (1) prize per person during the Contest.

8) WINNER CONFIRMATION

To be confirmed a winner, a selected entrant:

- a. must respond to the direct message sent by Pizza Hut Canada via the social media platform the chosen winner has entered on within 24 hours of Pizza Hut Canada's notification. At the discretion of the Contest Sponsor, upon request, the entrant must provide information including full legal name, full address, and other details as may be necessary or convenient for Contest Sponsor to fulfill the prize;
- b. must correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question administered at a time and in a manner to be determined by the Contest Sponsor or Administrator;
- c. must not have previously been selected and confirmed as a winner for this Contest; and
- d. must, upon request, complete, sign, and return a liability release and consent to publicity form (and any other documents reasonably requested by the Contest Sponsor or Administrator to facilitate administration of the Contest, as applicable) by the date indicated on the liability release and consent to publicity form (the "**Prize Claim Date**"), among other things, releasing the Contest Sponsor and employees, officers, and directors thereof any liability whatsoever in connection with the Contest.

If a selected entrant cannot be confirmed, or does not meet the requirements, as described above, the prize may be forfeited and the Contest Sponsor reserves the right to award the prize to another eligible alternate entrant, subject to confirmation.

Prizes will be shipped directly to winner upon confirmation of the above within 10-15 business days of such confirmation.

9) LIABILITY & RELEASE

By entering the Contest, each entrant: (i) agrees to release and hold harmless the Contest Parties, and each of their respective successors, and assigns (collectively, the "Releasees") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related cause of action that relate in any way to the submitted materials; (ii) agrees to release and hold harmless the Releasees from and against any and all claims based on damage to their mobile phone. For greater certainty, the Reviewer reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or remove any submitted materials, or to request an entrant to modify or edit his or her submitted materials, if a complaint is received with respect to the submitted materials, or for any other reason.

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, THE ANSWER), COMPLIES WITH ALL CONDITIONS STATED IN THE OFFICIAL RULES. THE RELEASEES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, THE ENTRY); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, ANY PRIZES (INCLUDING ANY USE OR MISUSE OF ANY PRIZES). THE RELEASEES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THE OFFICIAL RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

The Releasees accept no responsibility for loss, damage, or claims caused by the awarded prizes or the Contest itself. By entering the Contest, all entrants forever release and hold harmless the Releasees from any and all liability for any injuries, loss, death, or damage of any kind arising from or in connection with the Contest or any prize won, subject to applicable law.

Without limiting the release of liability provision herein, and for greater certainty, the Releasees will not be liable for: (a) any incorrect or inaccurate information, whether caused by the Contest entrants 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 processing of entries in the Contest; (b) any error, omission, interruption, deletion, defector delay in operation of the Contest or any transmission in connection with the Contest; (c) any communications line failure, theft, destruction, or unauthorized access to, or alteration of entries; (d) any problems with, or technical malfunction of, any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, or failure of email which may occur for any reason whatsoever, including technical problems or traffic congestion on the internet or at any website or combination thereof; or (e) any injury or damage to entrants' or to any other person's computer related to or resulting from participating or downloading materials related to this Contest, ALL SUBJECT TO APPLICABLE LAW. Entrant agrees upon request to confirm all of the foregoing in writing upon request as a prior condition to receiving any prize.

10) TERMINATION/MODIFICATION

Subject to applicable law, if the Contest is not capable of running as planned for any reason whatsoever, including without limitation, infection by computer virus, bugs, tampering, authorized intervention, fraud, technical failures, or any other cause of nature whatsoever beyond the reasonable control of the Contest Parties which corrupt or affect the administration, security, or proper conduct of this Contest, the Contest Sponsor reserves the right at its sole and absolute discretion to, without advance notice, amend the Official Rules and/or terminate or suspend the Contest, in whole or in part, or modify it in any way.

11) TAMPERING

Contest Sponsor reserves the right in its sole and absolute discretion to disqualify any entrants from the Contest, and to ban that entrant from any future promotion of the Contest Sponsor, if the Contest Sponsor finds or believes such individual to be tampering with the entry process, the operation, or the administration of the Contest, or where applicable, the contest website(s) or social media pages; to be acting in violation of the Official Rules or an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Contest Sponsor, the Contest Sponsor's agencies, other entrants or any other person. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12) PUBLICITY

Subject to applicable law, by accepting a prize, each confirmed winner agrees that the Contest Sponsor and its respective designees may use the confirmed winner's Entry, social media handle, photograph, likeness, address, social media profiles, biographical information, prize information, and/or statements about this Contest for advertising and/or publicity purposes in any and all media now or hereafter known throughout the world in perpetuity without compensation, notification, or permission unless otherwise prohibited by law.

13) CONSTRUCTION

Subject to applicable law and these Official Rules, this Contest and its Official Rules shall be governed by the laws of Ontario and Canada, as applicable therein, and all entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the jurisdiction of the courts of Ontario.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provisions were not contained herein.

14) PRIVACY

By participating in the Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing, and using the personal information submitted only for the purpose of the Administration of the Contest and in accordance with the Contest Sponsor's privacy policy (available at: <https://www.pizzahut.ca/privacy/>). This does not limit any other consent(s) that an entrant may provide the Sponsor in relation to the collection, use, and/or disclosure of their personal information.

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