

**DEW\* AND DORITOS\* - CALL OF DUTY®: BLACK OPS COLD WAR PROMOTION  
OFFICIAL RULES**

**PROMOTION OPEN ONLY TO RESIDENTS OF CANADA THROUGHOUT THE PROMOTION PERIOD WHO ARE SEVENTEEN (17) YEARS OF AGE OR OLDER AT THE TIME OF REGISTRATION.**

**INTERNET ACCESS AND REGISTRATION REQUIRED. 2XP VALID IN FULL GAME MULTIPLAYER MODE ONLY; USE IN OTHER MODES MAY BE RESTRICTED. Reward redemption good only for CALL OF DUTY®: BLACK OPS COLD WAR in multiplayer mode, on Xbox One, Xbox Series X, PlayStation 4, PlayStation 5 and PC platforms. CALL OF DUTY®: BLACK OPS COLD WAR game required (sold separately) and online multiplayer subscription may be required (sold separately). CALL OF DUTY®: BLACK OPS COLD WAR is rated M (Mature) and is generally suitable for ages 17 and up. Visit [www.esrb.org](http://www.esrb.org) for rating information.**

**LIMIT 1 HR 2XP PER DAY, 40 HRS TOTAL, APPLIES TO ALL 2XP REDEMPTIONS FOR CALL OF DUTY®: BLACK OPS COLD WAR (NOT LIMITED TO THIS PROMOTION). MAXIMUM 160 CODES PER PERSON.**

1. **PROMOTION PERIOD:** The MTN DEW\* and DORITOS\* CALL OF DUTY®: BLACK OPS COLD WAR promotion (the “**Promotion**”) begins October 5, 2020 at 12:00 pm ET and ends December 29, 2020 at 11:59:59 pm ET (the “**Promotion Period**”). By participating in the Promotion, each individual (“**Participant(s)**”) unconditionally accepts and agrees to comply with and abide by these Official Rules (the “**Rules**”) and the decisions of PepsiCo Canada ULC (the “**Sponsor**”) whose decision shall be final and binding in all respects. For purposes of these Rules, a “day” is defined as 12:00 am ET through 11:59:59 pm ET of the same day; except for the first day during the Promotion Period which will begin at 12:00 pm ET and end at 11:59:59 pm ET. The computer clock of the Administrator is the official time-keeping device in the Promotion.
2. **ELIGIBILITY:** The Promotion is open to residents of Canada who are seventeen (17) years of age or older at the time of entry. Employees of the Sponsor, Activision Publishing Inc., Sony Interactive Entertainment, MRi (the “**Administrator**”), and each of their respective parents, subsidiaries and affiliates, bottlers, advertising or promotion agencies, promotion judges, promotion prize suppliers, any other companies engaged in the development, production, or distribution of materials for this Promotion (collectively the “**Promotion Parties**”), and members of their immediate families (regardless of where they live), or persons domiciled with them (whether related or not) are NOT eligible to participate or win. In these Rules, “immediate family” means spouse, parent, child, sibling, grandparent, and includes any stepfamily members. Entrants between the ages of 17 and the age of majority in his/her province/territory of residence will require the permission of their parent or legal guardian to participate in the Promotion. Prizes won by minors will be awarded to the minor’s parent or legal guardian.
3. **WHERE TO FIND CODES:** Look for a unique ten (10)-character alphanumeric code (each, a “**Code**”) underneath yellow bottle caps on specially marked 591 mL bottles of MTN DEW\*, MTN DEW VOLTAGE\* and MTN DEW\* BAJA BLAST\* soft drinks, and on specially marked bags of DORITOS LATE NIGHT\* Buffalo Hot Wings tortilla chips (80 g/230 g), DORITOS\* Nacho Cheese tortilla chips (80 g/255 g/400 g), DORITOS\* SWEET CHILI HEAT!\* tortilla chips (80 g/255 g), DORITOS\* Zesty Cheese tortilla chips (80 g/255 g), DORITOS\* Bold BBQ tortilla chips (80 g/255 g), while supplies last. Not all brands and package sizes may be available in all areas. If any part of any Code is counterfeited, or if the Code comes from other games or promotions, or if any part is illegible, mutilated or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the Code, as applicable, will be rejected and will be deemed void and invalid.
4. **NO TRANSFER:** Codes and/or Accounts (as defined below) cannot be sold, traded, bartered, assigned, gifted or transferred to or shared with a third party, auctioned through an online auction site, or otherwise or obtained through any source other than from one of the methods mentioned above. Codes are null and void and will be rejected if not obtained through authorized, legitimate channels.
5. **REGISTER ON-LINE:** Visit [www.DewandDoritos.ca](http://www.DewandDoritos.ca) (the “**Website**”) during the Promotion Period and follow the on-screen instructions to Login or create an account for the Promotion. Once you have registered an account, users can

log in via the “Login” button for subsequent visits to the Website. To create an account, you must complete the on-line form providing your first and last name, email address, province/territory, phone number, date of birth and create a password. You will be required to confirm that you are eligible to participate according to these Official Rules (the Rules”), and if you are under the age of majority in your respective province/territory of residence at the time of participation, you must confirm that you have received permission to participate in the Promotion from your parent or legal guardian. If a Prize (as defined in Rule 10) is won by a minor, it will be awarded to the minor’s parent or legal guardian. The parent or legal guardian of such minor will also be required to accept any Prize and sign the Release (as defined in Rule 12) on minor’s behalf. Once you have registered an account, you will be redirected back to the main page to enter your codes. Click the “Enter Codes” button, where you will be prompted to login or create an Activision account for the Promotion on the Call of Duty®: Black Ops Cold War landing page. For existing Activision account holders, use your valid e-mail address and password to sign into your account (“Account”). If you are not an existing Account holder, follow the instructions to create an Account. Once you login or create an Account, you can begin to enter your Code(s). Every Participant will be required to register on the Website. In order to apply your XP Time (as defined below), you must also have an existing Gamer Account/Gamer tag associated with either Xbox LIVE Gold or PlayStation® Plus or Steam (including paid subscription, sold separately). Your Gamer Account/Gamer tag must be linked to your Account before you can redeem any Codes for XP Time.

6. **HOW TO PARTICIPATE TO RECEIVE 2XP:** Each time a Participant logs on to the Website and redeems a valid Code, the Participant will automatically receive an amount of time for 2XP (Experience Points) (the “XP Time”) associated with their Code (as specified below). Participants will automatically receive one (1) entry into both the Daily Prize Draw and Weekly Prize Draw (as defined in Rule 11) for the first Code entered each day for a chance to win both the Daily Prize and Weekly Prize (as defined in Rule 10).

Each Code can be redeemed for an in-game entitlement of XP Time. The amount of XP Time associated with a Code are based on the participating product packages where the Code is printed, see chart below:

Product	Size	XP Time
DORITOS LATE NIGHT* Buffalo Hot Wings tortilla chips	80 g bags	15 minutes
DORITOS LATE NIGHT* Buffalo Hot Wings tortilla chips	230 g bags	60 minutes
DORITOS* Nacho Cheese tortilla chips	80 g	15 minutes
DORITOS* Nacho Cheese tortilla chips	255 g/400 g bags	60 minutes
DORITOS* SWEET CHILI HEAT!* tortilla chips	80 g bags	15 minutes
DORITOS* SWEET CHILI HEAT!* tortilla chips	255 g bags	60 minutes
DORITOS* Zesty Cheese tortilla chips	80 g bags	15 minutes
DORITOS* Zesty Cheese tortilla chips	255 g bags	60 minutes
DORITOS* Bold BBQ tortilla chips	80 g bags	15 minutes
DORITOS* Bold BBQ tortilla chips	255 g bags	60 minutes
MTN DEW*, MTN DEW VOLTAGE* and MTN DEW* BAJA BLAST* soft drinks	591 mL bottle	15 minutes

7. **REDEEMING YOUR XP:** To redeem your Code online, log on to the Website and follow instructions on screen to enter the Code exactly as it appears and click “submit”.

Each time you enter a valid Code into your Account during the Promotion Period your account will be credited with the amount of XP Time associated with each Code (subject to verification), which can be applied to a Gamer Account/Gamer tag as outlined in Rule 8 below.

Codes can be entered on the Website until 11:59:59 pm ET on December 29, 2020. Once codes are redeemed through the Website, they must also be applied to a Gamer Account/Gamer tag before they are available in CALL OF DUTY®: BLACK OPS COLD WAR on your gaming platform (as outlined below).

8. **CODES/ACCOUNT/XP LIMITS:** Codes can be entered on the Website until 11:59:59 pm ET on December 29, 2020. Any unused Codes after that time will be void. Each Code can only be used once and subsequent attempts to re-submit or re-use the same Code, will be void. Limit one (1) Account per person. Each Account is entitled to redeem up a maximum of 40 hours of XP Time; with a maximum 60 minutes per day and maximum 160 codes per person

throughout the Promotion Period. If a person enters Codes into multiple Accounts, then the Sponsor and Administrator, in their sole discretion, may void any such Codes and Accounts. Codes and XP Time have no cash value. Codes must be entered on the Website before the end of the Promotion Period. The Sponsor and Administrator assume no liability for discrepancies, omissions, inconsistencies or errors in the number of Codes entered or XP Time acquired as a result thereof or as reported on the Website. If any part of any Code or redemption is counterfeited, or if the Code comes from other games or promotions, or if any part is illegible, mutilated or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the Code and/or redemption, as applicable, will be rejected and will be deemed void and invalid. Each Participant acknowledges and agrees that the decisions of the Sponsor and Administrator with respect to Code entry, Account balances or XP transactions are final and binding, including without limitation, determinations regarding the validity of Codes.

**The maximum amount of XP Time for any Account during the Promotion Period is 40 hours.** XP Time must be applied to an Account no later than 11:59:59pm ET on December 29, 2020.

9. **CONTEST ENTRY:** Upon input of your Code, you will automatically receive one (1) entry into both the Daily Prize Draw and Weekly Prize Draw (as defined in Rule 11). The first valid Code entered each day is eligible for one (1) entry into both the Daily Prize Draw and Weekly Prize Draw.

**NO PURCHASE NECESSARY.** Purchase is not required and does not enhance a person's chance of winning. To obtain a no purchase unique Code, provide an original submission (min. 25 words) describing what you love about MOUNTAIN DEW or DORITOS products, along with providing your name, province/territory, email address and age (the "**No Purchase Request**"). Statement must be original in concept and execution, and created by entrant. Mail your submission to: "Dew and Doritos Call of Duty Promotion", c/o MRI, P.O Box 88, Oak Park, IL 60303-0088". Within forty-eight (48) hours of receipt of a No Purchase Request, the Administrator will send to you one (1) randomly selected unique Code by email to the email address you supplied with your No Purchase Request. **LIMIT one (1) No Purchase Request per person per day. All No Purchase Requests must be received no later than 12:00 pm ET on December 26, 2020.** No Purchase Requests that are mechanically reproduced or made in any fashion other than as specified herein are void. Each unique Code received by mail can only be used to enter the Promotion once.

10. **PRIZES:**

- (i) **DAILY PRIZE:** There are a total of eighty-six (86) daily prizes available to be won, one (1) to be awarded each day (each a "**Daily Prize**"), consisting of a PlayStation®5 console. The approximate retail value of each Daily Prize is \$629.99 CAD. The number of Daily Prizes available to be won will diminish as they are claimed throughout the Promotion Period. **Limit one (1) Daily Prize per person or household during the Promotion.**
- (ii) **WEEKLY PRIZE:** There are a total of twelve (12) weekly prizes available to be won, one (1) to be awarded each week (each a "**Weekly Prize**"), consisting of 2XP for a year (which is equal to 1 hour of 2XP each day for one year (total of 365 hours); 2XP has no cash value) and one (1) CALL OF DUTY®: BLACK OPS COLD WAR game. The CALL OF DUTY®: BLACK OPS COLD WAR game will be awarded in the form of a digital code on either PlayStation®4 or PlayStation®5 consoles. **CALL OF DUTY®: BLACK OPS COLD WAR game is scheduled for release on November 13, 2020.** The approximate retail value of each Prize is \$80 CAD. The limit of 40 hours of total 2XP will not apply to a winner of a Weekly Prize. The number of Weekly Prizes available to be won will diminish as they are claimed throughout the Promotion Period. **Limit one (1) Weekly Prize per person or household during the Promotion.**

11. **DRAWS:**

- (i) **DAILY PRIZE DRAWS:** For each day of the Promotion Period, one (1) Daily Prize is available to be won. On each of the draw dates outlined in the table below, one (1) entry will be randomly selected from among all eligible entries received during each Calendar Day in the Promotion Period as eligible to win a Daily Prize as described above (each, a "**Daily Prize Draw**"). In these Rules, a "**Calendar Day**" is defined as a period beginning at 12:00 am ET and ending at 11:59:59 pm ET, except the first calendar day of the Promotion, which will begin at 12:00 pm ET.

Calendar Days in Promotion Period	Draw Date
October 5, 2020 to October 11, 2020	October 13, 2020
October 12, 2020 to October 18, 2020	October 20, 2020
October 19, 2020 to October 25, 2020	October 27, 2020
October 26, 2020 to November 1, 2020	November 3, 2020
November 2, 2020 to November 8, 2020	November 10, 2020
November 9, 2020 to November 15, 2020	November 17, 2020
November 16, 2020 to November 22, 2020	November 24, 2020
November 23, 2020 to November 29, 2020	December 1, 2020
November 30, 2020 to December 6, 2020	December 8, 2020
December 7, 2020 to December 13, 2020	December 15, 2020
December 14, 2020 to December 20, 2020	December 22, 2020
December 21, 2020 to December 29, 2020	January 5, 2021

Each Daily Prize Draw will take place as provided in the table above, at 2:00 pm ET at the Administrator’s offices located at 1144 Lake St., Oak Park, IL 60301, USA, with servers under supervision of the Administrator. The odds of winning a Daily Prize depend on the total number of eligible entries received for each draw.

- (ii) **WEEKLY PRIZE DRAWS:** For each week of the Promotion Period, one (1) Weekly Prize is available to be won. On each of the draw dates outlines in the table below, one (1) entry will be randomly selected from among all eligible entries received during each Week in the Promotion Period as eligible to win a Weekly Prize as described above (each, a “**Weekly Prize Draw**”). In these Rules, a “**Week**” is defined as a period beginning at 12:00 am ET every Monday during the Promotion Period and ending at 11:59:59 pm ET every Sunday during the Promotion Period, except the first week, which will begin on Monday, October 5 (day 1), at 12:00 pm ET (i.e. noon), and the last week, which will end on Tuesday, December 29 @ 11:59:59 pm ET.

Week	Dates	Draw Date
1	Monday, October 5, 2020 to Sunday, October 11, 2020	October 13, 2020
2	Monday, October 12, 2020 to Sunday, October 18, 2020	October 20, 2020
3	Monday, October 19, 2020 to Sunday, October 25, 2020	October 27, 2020
4	Monday, October 26, 2020 to Sunday, November 1, 2020	November 3, 2020
5	Monday, November 2, 2020 to Sunday, November 8, 2020	November 10, 2020
6	Monday, November 9, 2020 to Sunday, November 15, 2020	November 17, 2020
7	Monday, November 16, 2020 to Sunday, November 22, 2020	November 24, 2020
8	Monday, November 23, 2020 to Sunday, November 29, 2020	December 1, 2020
9	Monday, November 30, 2020 to Sunday, December 6, 2020	December 8, 2020
10	Monday, December 7, 2020 to Sunday, December 13, 2020	December 15, 2020
11	Monday, December 14, 2020 to Sunday, December 20, 2020	December 22, 2020
12	Monday, December 21, 2020 to Tuesday, December 29, 2020	January 5, 2021

Each Weekly Prize Draw will take place as provided in the table above at 2:00 pm ET at the Administrator’s offices located at 1144 Lake St., Oak Park, IL 60301, USA, with servers under supervision of the Administrator. The odds of winning a Weekly Prize depend on the total number of eligible entries received each Week.

No responsibility is assumed by the Sponsor for any inability of a potential Participant to successfully enter any Weekly Prize Draw for any reason or for Prizes that remain unclaimed or unawarded. The Sponsor is not responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible or incomplete No Purchase Requests or entries. Proof of transmission (e.g. screenshots) does not constitute proof of receipt. Non-winning entries will remain eligible for subsequent Weekly Prize Draws.

## 12. **HOW TO CLAIM A PRIZE:**

- (i) **Daily Prize:** Each potential winner will be notified by email at the email provided upon entry. This notification (the “**Notification**”) will occur within two (2) business days after the Daily Prize Draw is completed, or as soon as reasonably possible thereafter. It is the Participant’s responsibility to provide a valid email to ensure prompt

receipt of any Notification. **WITHIN THREE (3) BUSINESS DAYS FROM THE DATE SPONSOR FIRST NOTIFIES POTENTIAL WINNER AT THE EMAIL PROVIDED:**

- (a) the potential winner must respond to the Notification from the Sponsor's designated agent and provide the information requested; and
- (b) the potential winner must correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, the required time-limited mathematical skill-testing question to be administered by the Sponsor's designated agent at a mutually agreeable time; and
- (c) the potential winner (or parent or legal guardian where applicable) must accept the terms of a Declaration of Compliance and Release (the "**Release**"), which confirms compliance with these Rules and releases the Sponsor and the Promotion Parties from all liability with respect to the Participant's participation in this Promotion and the awarding, use and misuse of the Prize, and return the completed release to the Sponsor's designated agent by fax or email within five (5) business days of receipt of the Release; and
- (d) otherwise comply with these Rules.

A potential winner of a Daily Prize may be required to furnish proof of identification that may include a driver's license or other form of photo identification as part of the verification process.

- (ii) **Weekly Prize:** Each potential winner will be notified by email at the email provided upon entry. This notification (the "**Notification**") will occur within two (2) business days after the Weekly Prize Draw is completed, or as soon as reasonably possible thereafter. It is the Participant's responsibility to provide a valid email to ensure prompt receipt of any Notification. **WITHIN THREE (3) BUSINESS DAYS FROM THE DATE SPONSOR FIRST NOTIFIES POTENTIAL WINNER AT THE EMAIL PROVIDED:**

- (a) the potential winner must claim his/her Prize as instructed in the Notification; and
- (b) the potential winner will be required to correctly answer the required mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise; and
- (c) the potential winner (or parent or legal guardian where applicable) must accept the terms of a Declaration of Compliance and Release (the "**Release**"), which confirms compliance with these Rules and releases the Sponsor and the Promotion Parties from all liability with respect to the Participant's participation in this Promotion and the awarding, use and misuse of the Prize, and return the completed release to the Sponsor's designated agent by fax or email within five (5) business days of receipt of the Release; and ;  
and
- (d) otherwise comply with these Rules.

If any potential winner is found to be ineligible, declines to accept the Prize, cannot be located or does not respond to the Notification within the time period specified, the potential winner will be disqualified and will forfeit the Prize. The Sponsor may then, at its sole discretion, select an alternate entrant as eligible to win, in accordance with these Rules. The Sponsor will not be responsible for failed attempts to notify any potential winner.

Prizes will only be delivered to winners who have been verified and have complied with these Rules. No responsibility is assumed by the Sponsor for Prizes after they have fulfillment. Winners bear all risk of loss or damages to Prize after delivery. Verified Daily Prize winners between October 5, 2020 and November 11, 2020 should allow 6 - 8 weeks from the launch of the PlayStation®5 console (scheduled for November 12, 2020) for their prize to be delivered. Verified Daily Prize winners between November 12, 2020 and December 29, 2020 should allow 6 - 8 weeks from the date of winner verification for their prize to be delivered.

- 13. **CODE VERIFICATION FOR XP AND CONTEST:** All Codes are subject to verification at the sole discretion of the Sponsor and/or Administrator. Anti-fraud detection devices may be used for verification purposes. Codes will be void if they fail to pass anti-fraud detection measures, or, if determined by the Sponsor and/or Administrator, in their sole discretion, to be unauthorized, illegitimately obtained (i.e., through means other than those stated in Rule 3) or if they contain an unauthorized message, code or other marking not issued by the Sponsor for use in this Promotion, or if defective or if they contain printing or other mechanical errors or are printed or produced in error or are illegible or

unreadable or blank. No XP Time redemption will be valid if such entry is associated with any Code deemed void for any reason, including without limitation, the following: (a) Code is not verified or recognized as being validly issued by the Sponsor in the Promotion; (b) Code is determined to be previously entered and used, except as provided herein; (c) Code is incorrectly or incompletely entered or submitted; or (d) Code is otherwise void. Each Participant acknowledges and agrees that the decisions of the Sponsor and/or Administrator shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of Codes and other materials submitted for verification or XP Time redeemed.

14. **LIMITATIONS OF LIABILITY:** No responsibility or liability is assumed by the Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website; hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail messaging transmissions; inaccessibility of the Website or any other website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of an Account used in connection with the Promotion. **From time to time during the Promotion Period, the Administrator may perform maintenance on the Website which may result in a Participant's inability to enter Codes or redeem XP Time.** The Sponsor and/or Administrator are not responsible for any typographical or printing errors in the Codes, or these Rules, or any inaccurate or incorrect data contained on the Website, including without limitation, any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Promotion, or use of or download of any information from the Website. Use of the Website is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This Promotion is governed by the laws of the Canada and the Province of Ontario, without respect to conflict of law doctrines. As a condition of participating in this Promotion, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ontario having jurisdiction. Further, in any such dispute, under no circumstances will Participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including legal fees, other than Participant's actual out-of-pocket expenses, and Participants further waive all rights to have damages multiplied or increased.

15. **MODIFICATION:** If for any reason the Sponsor and/or Administrator determines in their sole discretion that the Promotion is no longer capable of running as intended by these Rules for any reason whatsoever, the Sponsor and/or Administrator, at their sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Promotion in whole or in part, including without limitation, any means of entry or redemption of XP Time, at any time, including but not limited to, any occurrences described in Rule 10 above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Promotion. The Sponsor and/or Administrator may modify and amend these Rules as they appear online from time to time during the Promotion Period for clarification purposes without materially affecting the Rules of the Promotion.

16. **CONDUCT:** By participating in this Promotion, Participants agree to be bound by these Rules and the decisions of the Sponsor and/or Administrator, which shall be final and binding in all respects; and the Sponsor's Privacy Policy both of which govern activities on the Website. Failure to comply with these Rules may result in disqualification. The Sponsor and/or Administrator reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the Code redemption process or the operation of the Promotion or Website, or to be acting in any manner deemed by the Sponsor and/or Administrator to be in violation of the Rules; or to be acting in any manner deemed by the Sponsor and/or Administrator to be disruptive, or with intent to annoy, abuse, threaten or harass any

other person. CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND/OR ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, LEGAL FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

17. **ACCOUNT HOLDER IDENTITY:** Each valid Code submitted into an Account will be associated with "credits" in the name of the Account Holder used at the time of Code submission. In the event of a dispute regarding the identity of a Participant, an account will be declared made by the authorized Account Holder (based upon information submitted at the time the Account was created or updated upon registration for this Promotion) and the Participant may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. "Authorized account holder" is defined as the natural person assigned an e-mail address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
18. **RELEASES:** All Participants, as a condition of participation in this Promotion, agree to release the Sponsor and/or Administrator, and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Website or any website, submitting an entry, redeeming XP Time or otherwise participating in any aspect of the Promotion, or other error in these Rules.
19. **ADDITIONAL CONDITIONS OF PARTICIPATION:** By entering, Participants (i) acknowledge compliance with these Rules including all eligibility requirements and, (ii) agree to be bound by the decisions of the Sponsor or Promotion judges, made in their sole discretion, which shall be final and binding in all matters relating to this Promotion, without right of appeal, including without limitation eligibility, validity, contents, and/or disqualification of an entry. Participants who have not complied with these Rules are subject to disqualification.

By accepting a Prize, each winner consents to the use of his/her name, city/province of residence, voice, and statements relating to the Promotion or the Sponsor, and photographs or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by the Sponsor or any related entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

Any attempt by a Participant or other individual, to deliberately damage any website or undermine the legitimate operation of this Promotion, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of these activities may be disqualified and will forfeit any Prize won.

All entries become the property of the Sponsor and will not be returned. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder is defined as the natural person who is assigned to an email address by an Internet access or online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Participants and/or winners assume liability for injuries caused, or claimed to be caused by participating in the Promotion, by the acceptance, possession, use or misuse of any Prize awarded, including but not limited to claims/damages for personal injury, or property damage. Moreover, as a condition of entering, Participants (or their parent or legal guardian if Participant is a minor) agree: (a) to release the Promotion Parties, and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to participating in the Promotion or the awarding, receipt, possession, and/or use or misuse of any Prize; (b) that under no circumstances

will Participant be permitted to obtain awards for punitive, incidental, consequential, or any other damages and Participant hereby waives all rights to claim for all such damages; (c) all causes of action arising out of or connected with this Promotion, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.

The Sponsor may, at its sole discretion and without liability, terminate the Promotion in whole or in part, or modify or suspend the Promotion at any time, subject to the approval of the *Régie des alcools, des courses et des jeux* with respect to the province of Quebec, if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Sponsor corrupt the administration, integrity or security of the Promotion or if any other factor interferes with the conduct of this Promotion as contemplated by these Rules. The Sponsor may do so, without notice, except as required by law. Without restricting the generality of the foregoing, and subject to the approval of the *Régie des alcools, des courses et des jeux*, if for any reason more Participants receive notification of eligibility to win a prize than the number of Prizes stated herein, the Sponsor reserves the right, in its sole discretion, to terminate the Promotion in whole or in part, or amend or suspend it and award only the number of Prizes stated in these Rules via a random drawing for the Prizes not yet distributed at the time the Promotion is terminated, suspended or amended. In the event of early termination of the Promotion, a notice will be posted online and a random drawing to award the Prize(s) will be conducted from among all eligible entries received prior to the time of termination. In no event will the number of Prizes awarded exceed the available number of Prizes as specified in these Rules. In the event that any draws are stopped, interfered with or not conducted for any reason during the Promotion Period, the Sponsor reserves the right, in its sole discretion, to resume conducting draws as soon as reasonably possible after any interference or cessation of such draws, or at the end of the Promotion Period.

The Sponsor and the Administrator do not warrant that access to the Promotion Website will be uninterrupted or error-free. The Sponsor and the Administrator are not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Web sites, or other connection, availability or accessibility problems arising in connection with or over the course of the Promotion; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any Prize or in any Prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Promotion, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Promotion; or (f) damage to a user's system occasioned by participation in this Promotion or downloading any information necessary to participate in this Promotion.

20. **RESIDENTS OF QUÉBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
21. **CONFLICTS/DISCREPANCIES:** In the event of any discrepancies between the English language Rules and the non-English language Rules, the English Rules shall prevail. In the event of a conflict between any Promotion details contained in these Rules and any Promotion details contained in Promotion advertising materials (including, but not limited to, online, point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Promotion as set forth in these Rules shall prevail.
22. **GOVERNING LAW:** This Promotion is subject to all Federal, Provincial, and Municipal laws. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Participant and the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to Ontario conflicts of law principles. All Participants consent to the jurisdiction and venue of the Province of Ontario.



23. **INVALIDITY:** The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
24. **PERSONAL INFORMATION:** Personal information may be collected, used or disclosed in jurisdictions other than Canada. Personal information that resides in jurisdictions other than Canada will be subject to the general laws of application in those jurisdictions. The personal information gathered about Participants in the course of this Promotion will be used solely by the Sponsor for the administration of the Promotion and in connection with any publicity relating to the Promotion. For more information about how the Sponsor manages your personal information, see the Sponsor's Privacy Policy available at [www.pepsico.ca](http://www.pepsico.ca).

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