

MARIO'S MILLIONS SCRATCH & WIN CONTEST 2025

FULL RULES & REGULATIONS

1. PROMOTION PERIOD: The Mario's Millions Scratch & Win Contest (the "**Promotion**") starts at 12:00:01 a.m. Eastern Time (ET) on February 17, 2025 and is scheduled to end at 11:59:59 p.m. ET on March 31, 2025 or whenever official game cards are exhausted, whichever occurs first (the "**Promotion Period**").

2. ELIGIBILITY: The Promotion is sponsored by East Side Mario's, a division of Recipe Unlimited Corporation (the "**Sponsor**") and is open to legal residents of Canada (excluding Prince Edward Island), except employees (including employees of franchisees of East Side Mario's Restaurants), representatives and agents (and those with whom such persons are domiciled, whether related or not) of East Side Mario's, its subsidiaries, affiliates, franchisees and related companies, as well as Home Office Associates of the Sponsor's restaurant brands, their respective advertising and promotion agencies and suppliers and any other entity involved in the development, production, implementation, administration or fulfillment of the Promotion (collectively, the "**Promotion Parties**"). Subject to the above restrictions, franchisees and their employees of any of the Kelseys, Montana's, Harvey's, Swiss Chalet, New York Fries, St-Hubert, Original Joe's, Elephant & Castle, The Burger's Priest, Blanco Cantina and State & Main brands and Associates of Kelseys, Montana's, Harvey's, The Keg, The Pickle Barrel, The Burger's Priest, Bier Markt, New York Fries, St-Hubert, Original Joe's, Elephant & Castle, State & Main, Blanco Cantina, Marigolds & Onions and the Landing Group shall be eligible to participate in the Promotion.

3. PURCHASE METHOD OF ENTRY: During the Promotion Period, eligible consumers will automatically receive one (1) scratch & win game card (the "**Game Card(s)**"), while supplies last, with each purchase (either in-store or take-out) at a participating East Side Mario's of a Pepsi product (fountain or bottled) (the "**Eligible Purchase(s)**"). Individuals are not limited on the number of times they may enter this Contest via this method of entry.

Each Game Card contains a "scratch & win" area that the eligible consumer must completely scratch off to reveal whether or not they are eligible to win the corresponding prize indicated. A winning scratch & win area on the Game Card will reveal the following message "FREE *Prize description*". A winning scratch & win area message will describe the prize available to be won, subject to verification and compliance with these Official Promotion Rules (the "**Rules**").

4. NO PURCHASE METHOD OF ENTRY: To obtain one (1) Game Card without making a purchase, while supplies last, handwrite a 50 word or more unique and original essay about your favourite meal at East Side Mario's. Mail the original copy of the essay to: "Mario's Millions Scratch & Win Contest", RECIPE Unlimited Corporation, 199 Four Valley Drive, Vaughan, Ontario L4K 0B8, Attention: East Side Mario's Marketing Department. All mail-in no purchase necessary requests must be post-marked during the Promotion Period and received no later than March 31, 2025. The Sponsor will send you one (1) randomly selected Game Card, while supplies last, per unique and original handwritten essay, per envelope with sufficient postage. All requests must be received separately in an envelope bearing sufficient postage (i.e. multiple mail-in no purchase necessary requests in the same envelope will be void) and must include a self-addressed pre-paid envelope with sufficient return postage. The Releasees (defined below) take no responsibility for any lost, stolen, delayed, damaged, misdirected, late or destroyed mail-in no purchase necessary requests (all of which are void). Individuals may only enter this Contest once via this method. Any individual found, in the Sponsor's sole discretion, to have entered this Contest more than once via this method of entry will be automatically disqualified and will not be eligible for any of the prizes.

5. GAME CARDS: At the start of the Promotion, there will be 630,183 Game Cards available. These Game Cards will be available for distribution through March 31, 2025 or while supplies last (whichever occurs first). Game Cards obtained through unauthorized sources or which are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way are automatically void. Submission of the Game Card is the sole responsibility of the individual seeking verification. No Game Card copies, duplicates or reproductions of any type will be eligible for the Promotion. The Releasees (defined below) are not responsible for any lost or stolen Game Cards (all of which are void). East Side Mario store owners, operators

or employees are not allowed to submit a Game Card for the Prizes (defined below) on behalf of a potential winner.

6. PRIZES AVAILABLE TO BE WON:

NON-FOOD PRIZES:

There are one hundred and eighty-three (183) non-food prizes available to be won:

- Sixty-one (61) \$100 East Side Mario's gift cards;
- Sixty-one (61) \$50 East Side Mario's gift cards; and
- Sixty-one (61) \$25 East Side Mario's gift cards.

(each a "Prize")

FOOD PRIZES:

Valid only at any subsequent dine-in visit between February 18, 2025 to June 30, 2025. Please present original winning Game Card before ordering. No cash value. May not be combined with any other offer(s) or promotion. Only one scratch card redeemable per visit. Valid at participating locations only. Food prizes expire June 30, 2025.

- (a) Three hundred and fifteen thousand (315,000) Fountain Pepsi prizes consisting of one (1) Fountain Pepsi. Approximate retail value is \$3.49 each.
- (b) Twenty-five thousand two hundred (25,200) Salted Caramel Chocolate Brownie prizes consisting of one (1) Salted Caramel Chocolate Brownie. Approximate retail value is \$6.99 each.
- (c) Twenty-two thousand and fifty (22,050) Mini Dessert prizes consisting of one (1) Mini Dessert. Approximate retail value is \$2.99 each.
- (d) Twenty-two thousand and fifty (22,050) Mini Dessert Trio prizes consisting of one (1) Mini Dessert Trio. Approximate retail value is \$8.49 each.
- (e) Eighteen thousand nine hundred (18,900) Gnocchi Fritti prizes consisting of one (1) order of Gnocchi Fritti. Approximate retail value is \$7.99 each.
- (f) Eighteen thousand nine hundred (18,900) Budda Boomers prizes consisting of one (1) order of Budda Boomers. Approximate retail value is \$9.99 each.
- (g) Eighteen thousand nine hundred (18,900) Mozzarella Sticks prizes consisting of one (1) order of Mozzarella Sticks. Approximate retail value is \$11.99 each.
- (h) Eighteen thousand nine hundred (18,900) Bruschetta Flatbread prizes consisting of one (1) order of Bruschetta Flatbread. Approximate retail value is \$12.99 each.
- (i) Eighteen thousand nine hundred (18,900) Spinach Dip prizes consisting of one (1) order of Spinach Dip. Approximate retail value is \$13.99 each.
- (j) Eighteen thousand nine hundred (18,900) Calamari Fritti prizes consisting of one (1) order of Calamari Al Fritti. Approximate retail value is \$14.99 each.
- (k) Eighteen thousand nine hundred (18,900) Calamari Al Diavolo prizes consisting of one (1) order of Calamari Al Diavolo. Approximate retail value is \$15.99 each.

- (l) Twelve thousand six hundred (12,600) Build Your Own Pizza prizes consisting of one (1) Build Your Own Pizza. Approximate retail value is \$16.99 each.
- (m) Twelve thousand six hundred (12,600) Chicken Parmesan Hero Sandwich prizes consisting of one (1) Chicken Parmesan Hero Sandwich. Approximate retail value is \$19.99 each.
- (n) Twelve thousand six hundred (12,600) Build Your Own Pasta prizes consisting of one (1) order of Build Your Own Pasta. Approximate retail value is \$21.49 each.
- (o) Twelve thousand six hundred (12,600) Sausage and Peppers Penne prizes consisting of one (1) order of Sausage and Peppers Penne. Approximate retail value is \$21.99 each.
- (p) Twelve thousand six hundred (12,600) Spaghetti and Meatballs prizes consisting of one (1) order of Spaghetti and Meatballs. Approximate retail value is \$21.99 each.
- (q) Twelve thousand six hundred (12,600) Cheese Cappelletti prizes consisting of one (1) order of Cheese Cappelletti. Approximate retail value is \$22.49 each.
- (r) Twelve thousand six hundred (12,600) Linguine Chicken Tetrizzini prizes consisting of one (1) order of Linguine Chicken Tetrizzini. Approximate retail value is \$22.89 each.
- (s) Twelve thousand six hundred (12,600) Chicken Parmigiana prizes consisting of one (1) order of Chicken Parmigiana. Approximate retail value is \$24.99 each.
- (t) Twelve thousand six hundred (12,600) Mario's Mangia Sampler prizes consisting of one (1) Mario's Mangia Sampler. Approximate retail value is \$27.99 each.

Food prizes must be accepted as awarded and are not transferable or convertible to cash. There is no limit to the number of food prizes eligible to be won per household/person.

FOR ALL PRIZES: No substitutions except at the Sponsor's option. The Sponsor reserves the right to substitute any prize or a component thereof with one of equal or greater value.

7. ODDS OF WINNING:

Prize	Approximate Retail Value	Number of Prizes Available (at start of Promotion)	Approximate Odds of Winning (at start of Promotion)
Free Fountain Pepsi	\$3.49	315,000	1 in 2
Free Salted Caramel Chocolate Brownie	\$6.99	25,200	1 in 25
Free Mini Dessert	\$2.99	22,050	1 in 28.5
Free Mini Dessert Trio	\$8.49	22,050	1 in 28.5
Free Gnocchi Fritti	\$7.99	18,900	1 in 33.3
Free Budda Boomers	\$9.99	18,900	1 in 33.3
Free Mozzarella Sticks	\$11.99	18,900	1 in 33.3
Free Bruschetta Flatbread	\$12.99	18,900	1 in 33.3
Free Spinach Dip	\$13.99	18,900	1 in 33.3
Free Calamari Fritti	\$14.99	18,900	1 in 33.3
Free Calamari Al Diavolo	\$15.99	18,900	1 in 33.3
Free BYO Pizza	\$16.99	12,600	1 in 50
Free Chicken Parm Hero Sandwich	\$19.99	12,600	1 in 50
Free BYO Pasta	\$21.49	12,600	1 in 50

Free Sausage & Peppers Penne	\$21.99	12,600	1 in 50
Free Spaghetti & Meatballs	\$21.99	12,600	1 in 50
Free Cheese Cappelletti	\$22.49	12,600	1 in 50
Free Linguine Chicken Tetrazzini	\$22.89	12,600	1 in 50
Free Chicken Parmigiana	\$24.99	12,600	1 in 50
Free Mario's Mangia Sampler	\$27.99	12,600	1 in 50
\$25 ESM Gift Card	\$25.00	61	1 in 10,331
\$50 ESM Gift Card	\$50.00	61	1 in 10,331
\$100 ESM Gift Card	\$100.00	61	1 in 10,331

NOTE: The odds of obtaining an eligible 'FREE' Game Card will vary by location in Canada based on Game Card distribution by the Sponsor and will change throughout the Promotion Period as Game Cards are distributed across Canada at participating East Side Mario's locations. The total number of prizes available to be won will decrease as Game Cards are distributed and prizes are claimed.

8. PRIZE DISTRIBUTION: There will be no regional distribution of prizes in this Promotion. Actual allocation of Game Cards may vary depending on Game Card consumption and replenishment by the Sponsor.

9. HOW TO CLAIM FOOD PRIZES: If you are eligible to win a food prize, before being declared a winner, eligible food prize claimants must first correctly answer a mathematical skill-testing question as identified on the back of the Game Card without assistance of any kind, whether mechanical or otherwise and present it to a participating East Side Mario's restaurant for verification. If an eligible winning entrant: (i) fails to correctly answer the skill-testing question; and/or (ii) cannot accept the applicable prize for any reason; then they will forfeit the applicable prize and the Game Card will be deemed null and void and corresponding prize will not be awarded.

Food prize claimant must be a resident of Canada (excluding Prince Edward Island) and must otherwise meet the eligibility requirements noted above in Rule 2. To be eligible to claim a food prize, the food prize claimant must have reached the legal age of majority in the jurisdiction of residence or in the event that a person under the legal age of majority receives an eligible Game Card, they are permitted to transfer the Game Card to their parent or legal guardian, who will then become the eligible entrant. **ALL FOOD PRIZE CLAIMS MUST BE RECEIVED BY NO LATER THAN JUNE 30, 2025 TO BE ELIGIBLE.**

PLEASE NOTE: A winning food prize Game Card may be redeemed for any subsequent dine-in visit between February 18, 2025 to June 30, 2025. No cash alternative will be made available. A food prize claim may not be used in conjunction with any other deal, combo or offer. All food prize claims must be received by the end of the business day on or before June 30, 2025. Claims received after June 30, 2025 are null and void and ineligible for prizes. Unclaimed prizes will not be awarded. Limit one (1) prize claim per person, per visit.

11. HOW TO CLAIM NON-FOOD PRIZES: In order to claim the Prize you must: (i) correctly answer the mathematical skill-testing question on the back of the Game Card without assistance of any kind, whether mechanical or otherwise; and (ii) sign a Declaration and Release Form, which (among other things): (a) confirms compliance with these Rules and acceptance of the Prize as awarded; and (b) releases the Sponsor and each of its respective officers, directors, owners, partners, employees, agents, representatives, successors and assigns (collectively, the **Releasees**) from any liability in connection with this Promotion, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof. If the eligible winning entrant: (i) fails to correctly answer the skill-testing question; (ii) fails to return the properly executed promotion documents within the specified time; and/or (iii) cannot accept the Prize for any reason; then they will forfeit the Prize and the Game Card will be deemed null and void and the Prize will not be awarded.

The Prize claim is subject to verification by the Sponsor and will be declared invalid if it is illegible, forged, falsified, damaged, incomplete, altered or tampered with in any way or does not otherwise conform to or satisfy any condition of these Rules.

The Releasees are not responsible for lost, late, illegible, mutilated, misdirected or post-due rules requests, Game Card requests, or prize claims (all of which are void).

12. RELEASES, ETC.: By entering this Promotion, each entrant (and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence) agrees to release and hold harmless the Releasees from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize (or a portion thereof) awarded herein; or 2) participation in this Promotion.

By accepting a prize, each winner (and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence) agrees to the publication, reproduction and/or other use of their name, address, voice, statements about the Promotion and/or photograph or other likeness in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the Internet, without further notice, permission or compensation.

13. LIMITATIONS OF LIABILITY: The Releasees will not be liable for: a) any incomplete, incorrect or inaccurate capture of information, whether caused by website users or by any equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of prize claims; b) the theft, destruction or unauthorized access to, or alteration of, prize claims; c) any problems with, or technical malfunctions or, telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; d) any failure of any email or other information to be received, captured or recorded by or from the independent promotion judging organization or any other person or entity for any reason including, but not limited to, traffic congestion on the Internet or at any website or combination thereof, interrupted or unavailable networks; e) damage to a participant's or other person's system or device occasioned by participation or downloading of materials in this Promotion; or f) late, delayed, damaged, misdirected, destroyed, lost, illegible, incomplete, incorrect, fraudulent, stolen, postage-due or wrongly addressed prize claims, all of which will be deemed void.

14. PERSONAL INFORMATION: By participating in this Promotion, eligible winners consent to the collection, use and disclosure of their personal information for the purposes of administering the Promotion in accordance with the Sponsor's Privacy Policy. Personal information will not otherwise be used or disclosed without consent. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor is collecting personal data about eligible winners only for the purposes of administering this Promotion. No further informational or marketing communications will be received by entrants, unless the entrant provides the Sponsor with explicit permission to do so.

15. RIGHT TO TERMINATE, SUSPEND OR AMEND: The Sponsor reserves the right to withdraw, suspend or amend this Promotion (or, amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Promotion as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bug, tampering, unauthorized intervention, fraud, or failure. Any attempt to undermine the legitimate operation of this Promotion is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, at its sole discretion, to disqualify from this Promotion and any future contest, sweepstakes or other promotion conducted by the Sponsor, any individual that it finds or believes to be tampering with the prize claim process or the operation of the Promotion; to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to cancel, suspend or amend this Promotion, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the

right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

16. MISCELLANEOUS: All decisions of the Sponsor, or any contest judging organization as designated by it, are final and binding without right of appeal in all matters relating to this Promotion. All winning Game Cards submitted for prize claim become the property of the Sponsor and will not be returned. Promotion is subject to all applicable federal, provincial and municipal laws.

All approximate prize value amounts are shown in Canadian dollars.

If due to printing, on-line, internet, computer or other error of any kind, more prizes are claimed than intended to be awarded according to these Rules, or in the event that due to such error, a valid prize claim is revealed, making the number of valid prize claims greater than the number of prizes available under these Rules, then, in addition to having the right to terminate the Promotion immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid prize claims and/or conduct a random draw from amongst all eligible prize claimants to award the correct number of prizes. In no event will the Releasees be liable for more than the stated number of prizes in these Rules.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant with these Rules, or as a result of 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, or for any other reason.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Promotion; and/or (ii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Promotion in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Promotion will be the Sponsor's Official Clock(s).

17. MINORS: If any individual under the legal age of majority in their province or territory of residence is eligible to win, then the prize will be awarded to that individual's parent, legal guardian or other legal authorized representative of such person (subject to compliance with these Rules). Further, the eligible minor's parent, legal guardian or other legal authorized representative must sign any and all required documents on behalf of the minor.

18. INTELLECTUAL PROPERTY: All intellectual property, including, without limitation, all trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

19. LANGUAGE DISCREPANCY: In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Promotion-related materials, including, but not limited to, the Game Cards, or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.

PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC is a prize supplier only and is not a sponsor of this contest. PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC will have no liability or responsibility for any claim arising in connection with participation in the contest, the conduct of the draw, or any prize awarded.

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IMPORTANT NOTE: The Sponsor will not involve itself in, and the Releasees accept no obligation or liability in respect of, any dispute regarding the identity of the rightful holder of a Game Card. In any such case, the Sponsor reserves the right to take whatever action it deems appropriate based on the circumstances and/or to comply with applicable law.