



PEPSI GIVEAWAY (the "Giveaway")

GIVEAWAY PARTICIPANT RELEASE FORM

I, the undersigned participant, confirm that I have read the Rules and Regulations of the Giveaway and agree to abide by them. I further acknowledge and agree to the terms and conditions set forth in this Release Form:

By participating in the Giveaway, I hereby release, discharge, and hold harmless MTY Franchising Inc., Big Smoke Burger, and those of its affiliated companies, subsidiaries, related companies, franchises, vendors, suppliers, distributors, service providers, advertising and promotion agencies, independent contractors, representatives, any third-party website, PepsiCo Canada ULC, and service agencies, and all their respective directors, officers, employees, agents, and representatives (the "**Releasees**") from any and all liability, loss, harm, cost, fee, expenses claims, demands, actions, and causes of action arising directly or indirectly, in whole or in part, as a result of their: (i) participation in the Giveaway; (ii) acceptance, possession, use or misuse of any Prize or any part or parts of any Prize; (iii) the collection, use and disclosure of personal information; (iv) late, lost or undeliverable emails and/or mail; (v) injury or damage to person or property; and (vi) late, lost, misdirected, unreadable or incomplete registration forms.

Without limiting the generality of the above release, the Releasees disclaim any and all liability for any of the following: (i) any misprint (or other error) found in the offer or documents regarding the administration of the Giveaway, including, but not limited to, errors in the promotion, Scratch Card, official Giveaway Rules and Regulations, announcement of the winner(s), awarding of the prize(s), or any malfunctioning of or problems or technical difficulties with any networks, phone lines, SMS systems, computer component, software or communications line, loss or lack of network communications, or any transmission that is faulty, incomplete, incomprehensible or erased by any computer, server or service provider or software, virus, bug, PC failure, software and hardware configuration, or failed transmission of any email or other communication to Big Smoke Burger or to a participant for whatever reason, including any network congestion or web site crash that may limit a person's ability to participate in the Giveaway; (ii) late, lost, stolen, damaged, undelivered, improperly delivered, incomplete or inaccurate entries; (iii) failure to receive entries due to transmission problems or any other technical failure, including, but not limited to, the malfunctioning of any network, server, service provider, hardware or software, whether attributed to the sender or the recipient that may limit or prevent a person's participation in the Giveaway; (iv) any damages that may be caused, directly or indirectly, in whole or in part, notably to participant's or other person's system or device, by any Web page, software or other download or by the transmission of any information concerning the Giveaway.

I, _____(name) acknowledge that I have read, understood, and voluntarily agree to the terms and conditions outlined in this Release Form.

DATED THIS _____ DAY OF _____, 2025

Signature

Before you are eligible to receive the Prize, you must complete the following mathematical skill-testing question:

Multiply 8×10

Divide by 2

Add 5

Subtract 10

Answer: _____