## PETER PIPER PIZZA BIRTHDAY GIVEAWAY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

MANY WILL ENTER. ONE WILL WIN. INTERNET ACCESS REQUIRED. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. BY ENTERING THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. ALL FEDERAL, STATE, AND/OR LOCAL RULES AND REGULATIONS APPLY.

MUST BE LEGAL U.S. RESIDENT, A RESIDENT OF EITHER ARIZONA OR NEW MEXICO AND 18 YEARS OR OLDER TO WIN. A PRIZE MUST BE CLAIMED BY A PARTICIPANT WHO HAS REACHED THE AGE OF MAJORITY.

Peter Piper Pizza's Birthday Giveaway ("Giveaway") is sponsored and administered by Peter Piper, LLC ("Sponsor" and "Administrator"), 1707 Market Place Blvd., Suite 200, Irving, TX 75063. The Giveaway begins at 12:01 a.m. CT on July 29, 2025, and will terminate at 11:59 p.m. CT on August 31, 2025 ("Giveaway Period"). The Official Time shall be determined in accordance with the time displayed on Sponsor's computer systems. Prize Winner will be notified within 72 hours of the drawing date.

1. Entry and Eligibility: Enter for a chance to win the Prize. You may only enter once and is available only to persons over the age of 18 who visit the Giveaway Location and submit an entry form (each an "Entrant"). There is no cost to enter. Furthermore, to be eligible must be a legal resident of the United States, and a resident of either Arizona or New Mexico. Prize must be claimed by a participant who has reached the age of majority in his/her jurisdiction of residence, or, if a minor child, his/her parent/legal guardian. Employees of Sponsor/Administrator, and their respective affiliates, advertising, promotion and production agencies, and all other individuals and entities associated with the creation, administration or fulfillment of the Giveaway (collectively, the "Giveaway Entities") and such employees' immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Giveaway. Void in Residents of all other States of the United States of America, Puerto Rico, all United States Territories and Possessions and overseas military installations, Canada, and elsewhere where prohibited or restricted by law. All applicable federal, state, provincial, territorial, and local laws and regulations apply and regulations apply.

Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor/Administrator. For purposes of the Giveaway, an entrant's e-mail address will be the e-mail address submitted at the time of Giveaway prize redemption.

Sponsor/Administrator will disqualify any individuals who do not meet the eligibility requirements. Children under 13 will not be allowed to provide any Personal Information, and the Sponsor/Administrator will also delete any Entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act. By entering the Giveaway, you agree to be bound by these Official Rules and agree that if you are selected as a potential winner and fail to provide the requested information, are found to have violated these Official Rules, or otherwise do not meet eligibility criteria, the Prize (as hereinafter defined) will be forfeited and will be awarded to an alternate winner. If Sponsor/Administrator deems an Entrant to have in any way acted in bad faith with respect to the Giveaway, such Entrant shall be excluded from the Giveaway and consequently deemed ineligible to win the Prize, as defined below. You must visit a participating location on the Giveaway Date and be a legal resident of the state in which that participating location is located.

- 2. <u>To Enter</u>: In order to enter the Giveaway each Entrant shall submit the required complete the form during the Giveaway Period at the following website.
- 3. <u>Date of Giveaway and Drawing</u>: September 12, 2025 ("Giveaway Date"). A Prize Winner will be drawn randomly from all completed entry forms received during the Giveaway Period.

## 4. **Prize, Odds and Conditions**:

- (a) <u>Prizes</u>: Ninety-Nine (99) total prizes (total ARV of \$9,899.01). Each Prize Winner will receive one (1) gift card in the amount of \$99.99 (ARV OF US\$99.99).
- (b) Odds: Odds of winning a prize depends upon the total number of Entrants.
- General Conditions: Sponsor/Administrator 's and Administrator's decisions will be final and binding (c) regarding all prize elements. All prizes will be awarded as long as there are a sufficient number of eligible prize claims. All prize details are at the sole discretion of the Sponsor/Administrator. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, printing, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received for each prize. Prizes claimed by an adult may be transferred to a minor child after prize claim. No prize substitution or exchange will be allowed, except by Sponsor/Administrator, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor/Administrator's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Giveaway Entities shall not be held responsible for any delays in awarding a prize for any reason. If, after a good-faith attempt, Sponsor/Administrator is unable to award or deliver a prize, the prize may not be re-awarded.
- (d) Only one Prize Winner per household.
- (e) All decisions are final and binding in all respects.
- (f) Sponsor/Administrator reserves the right in its sole and unfettered discretion to disqualify any entry that it believes does not comply with these official rules or that is not consistent with the spirit or theme of the Giveaway. The decisions of the Sponsor/Administrator are final and binding on all matters relating to the Giveaway, including interpretation of these rules.
- (g) There will be no substitutions or cash alternatives for any prize except at the sole discretion of the Sponsor/Administrator. The Sponsor/Administrator has the right to substitute a prize of similar value. No sale, transfer or assignment of any prize is allowed. The Sponsor/Administrator is not liable if the provider of any part of a prize fails to satisfy its obligations to furnish its portion of the prize.
- 5. **Winner Notification**: The Prize Winner will be notified by email within 72 hours of the Giveaway Date.
- 6. **Redeeming the Prize**: The Prize Winner can present the Prize at the front counter at their local participating location.
- 7. <u>Limitations</u>. The voucher cannot be: (i) used toward the purchase of alcohol or gift cards; or (ii) combined with any other discounts or coupons. The voucher can only be used toward one transaction. Any value remaining on a Prize will be forfeited.
- 8. <u>Taxes</u>: Winner specifically acknowledges that winner shall be solely responsible for the payment of all and shall be solely responsible for any taxes levied in relation to the delivery or receipt of the Prizes, as well as other charges as may be required under any law, ordinance, statute, regulation or otherwise. If required by law, Sponsor/Administrator reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. The Prize is subject to the Sponsor/Administrator 's standard terms and conditions and gift card terms and conditions.

Sponsor/Administrator is not, and cannot be held, liable for any lost or stolen entries, prizes or Giveaway information. Sponsor/Administrator is not responsible for any technological malfunction, or human error relating to the Giveaway. The Prize Winner may be required to sign and submit an Affidavit and a W-9 form.

- 9. **Non-Transferrable**: The Prize is neither transferable nor exchangeable and cannot be exchanged for money or money's worth.
- 10. <u>Agreement and Release</u>: By entering the Giveaway, each Entrant unreservedly agrees to these terms and conditions which govern the Giveaway and the awarding of the Prize. By entering the Giveaway each Entrant agrees to release, discharge and hold harmless the Sponsor/Administrator, its legal representatives, affiliates, subsidiaries, agencies and their respective officers, directors, employees and agents from any damages whatsoever suffered, sustained or allegedly sustained in connection the Giveaway or the acceptance of the Prize.
- 11. <u>Right to Modify</u>. Sponsor/Administrator reserves the right to alter these terms and conditions at any time and in its sole discretion. Sponsor/Administrator reserves the right, at any time, to cancel, modify or suspend the Giveaway if, in its sole judgment, the Giveaway is not capable of being conducted as specified.
- 12. **LIMITATION OF LIABILITY:** By participating in this Giveaway, Entrants agree that the Giveaway Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any technical, mechanical, printing or typographical or other error; (iii) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (iv) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Giveaway; (v) any injury or damage, whether personal or property, to Entrants related to or resulting from participating in the Giveaway and/or accepting a prize; and (vi) Giveaway Pieces that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules.

By being a Entrant, each Entrant agrees: (i) to be bound by these Official Rules, including Giveaway play requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Giveaway; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Giveaway, including, but not limited to, any Giveaway-related activity or element thereof, and the Entrant's participation or inability to participate in the Giveaway; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Giveaway is not capable of running as planned, including, but not limited to, the COVID-19 pandemic, Sponsor/Administrator reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Giveaway and/or proceed with the Giveaway, including the selection of winners in a manner it deems fair and reasonable. In the event of a cancelation, termination, modification, or suspension, notice will be posted to the Website. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be

awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

Without limiting the foregoing, everything regarding this Giveaway, including the prizes, is provided "as is" without 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. Released Parties are not responsible for repairs, maintenance or upkeep of any prize.

- 13. DISPUTES: THIS GIVEAWAY IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE DALLAS COUNTY, TEXAS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN TEXAS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN DALLAS COUNTY, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. MEMBERS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY MEMBER AND/OR GIVEAWAY ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE GIVEAWAY PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 14. **PRIVACY POLICY:** Any personally identifiable information collected during an Entrant's participation in this Giveaway will be collected by Sponsor/Administrator or its agent and used by Sponsor/Administrator, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Giveaway as described in these Official Rules and otherwise set forth in Sponsor/Administrator's Privacy Policy as stated at https://www.peterpiperpizza.com/privacy-and-terms/. You may choose to stop receiving our marketing emails by following the unsubscribe instructions included in these e-mails.
- 15. **PUBLICITY RIGHTS:** By accepting a Prize, each Prize Winner agrees to allow the Sponsor/Administrator and/or the Sponsor/Administrator's designee the perpetual right to use the Prize Winner's name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Giveaway and/or Sponsor/Administrator for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 16. **GENERAL:** Any attempted form of participation in this Giveaway other than as described herein is void. Sponsor/Administrator reserves the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Giveaway; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Giveaway. Any attempted form of participation in this Giveaway other than as in these Official Rules is void. If it is discovered that a person has obtained or attempted to obtain more than one (1) Entry. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Giveaway will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor/Administrator. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER <b>REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held

unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor/Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entry forms and/or materials submitted become the property of Sponsor/Administrator and will not be returned. In the event of any conflict with any Giveaway details contained in these Official Rules and Giveaway details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Giveaway as set forth in these Official Rules shall prevail.

- 17. **WINNERS LIST:** For a list of winners, interested individuals must mail a self- addressed stamped business envelope to: Winners List, Peter Piper, LLC, 1707 Market Place Blvd., Suite 200, Irving, Texas 75063. Vermont residents may omit return postage. Winner List requests must be received no later than December 31, 2025.
- © 2025 Peter Piper, LLC All Rights Reserved.