

Pepsi®, Lay's® and Gatorade®
“Team Up and Bring Home The Cup™” Contest
(the “Contest”)
Official Contest Rules

This Contest is intended for viewing and participation in Canada only and shall be construed and evaluated according to the laws of Canada. Please do not proceed if you are not a legal resident of Canada at the time of entry. You must be age of majority or older in your province or territory of residence to enter on behalf of a Canadian amateur hockey team. You must be 13 years of age or older to vote during the Voting Period.

No purchase is necessary to enter. This contest is subject to all applicable laws. Void where prohibited.

1. CONTEST SPONSORS:

The sponsors of this Contest are Pepsi-QTG Canada, a division of PepsiCo Canada ULC (“P-QTG”), Frito Lay Canada, a division of PepsiCo Canada ULC (“FLC”), and The Sports Network Inc. (“TSN”) and Le Réseau des sports (RDS) Inc., (“RDS”) (collectively, the “Contest Sponsors”).

2. ENTRY PERIOD:

The entry period for a chance to win the *Team Up and Bring Home the Cup™* prize starts on February 1, 2009 at 12:00:01 AM (ET) and ends March 12, 2009 at 11:59:59 PM (ET) (the “Entry Period”). Subject to the terms and conditions of these Contest Rules, the Contest microsite will remain active to receive entries until the end of the Entry Period.

3. VOTING PERIOD:

The voting period to vote for one of the top ten (10) hockey team finalists starts on or about March 22, 2009 at 12:00:01 AM (ET) and ends April 18, 2009 at 11:59:59 PM (ET) (the “Voting Period”). You must be a Canadian resident, 13 years of age or older in your province or territory of residence to vote. You may vote as many times as you wish, however, there is a limit of one (1) Voting Prize entry per person per email address per day. Voting is subject to the restrictions described in these Contest Rules. See Rule 6 and Rule 8 for details on the Voting Prize (as described in Rule 6 below) available to be won and the Voting Prize draw date.

4. ELIGIBILITY:

To enter the Contest for a chance to win the *Team Up and Bring Home the Cup™* prize, entrants must be a Canadian resident, age of majority or older in their province or territory of residence, and must enter on behalf of a Canadian amateur hockey team. Entrants must be the person of authority with the right to speak for or act on behalf of the team members. Amateur hockey team may be any organized or unorganized hockey team competing in either the house league level, competitive level or any local community street team. There are no age restrictions for team members but the maximum number of team members must not exceed twenty (20) individuals.

To vote for one for one of the top ten (10) hockey team finalists and to enter for a chance to win the Voting Prize, entrants must be a Canadian resident, 13 years of age or older.

Directors, officers, members and employees, family members and those persons with whom they are domiciled or are living under the same roof, of the Contest Sponsors, as well as the National Hockey League and its Member Teams, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises BV and NHL Interactive CyberEnterprises, L.L.C. (such NHL entities, collectively, the “NHL Entities”), The Pepsi Bottling Group (Canada), Co. and any of their respective affiliated, associated and related companies, agents, advertising, promotional and judging organizations and agencies and/or representatives, are not eligible to enter into this Contest or participate in the voting process.

5. HOW TO ENTER:

Visit the Contest microsite www.tsn.ca/TeamUp or www.rds.ca/Faitesequipe to enter the Contest. You may also visit www.pepsiaccess.ca, www.lays.ca, www.gatorade.ca, www.nhl.com and www.hockeycanada.ca and click on the Contest promo button or banner to view the instructions on how to participate and enter the Contest.

No purchase is necessary.

A. Registration and Submission of Entries:

To enter for a chance to win the *Team Up and Bring Home the Cup™* prize, entrants must complete the online registration form (see below) and submit by uploading:

- (i) An electronic standard video file format (maximum two (2) minutes in length, 150MB maximum file size), in English or French, explaining why your hockey team should *Bring Home the Cup™* and meet Mark Messier. Any entry submitted over the maximum length will still be accepted, but may not be viewed in its entirety by the Judging Panel (as hereinafter defined) in its sole discretion, which may affect the chances of your entry being selected as the Grand Prize winning entry.

AND/OR

- (ii) An electronic photo (as standard image file format, 150MB maximum file size) of your hockey team AND an essay of two hundred (200) words or less, in English or French, explaining why your hockey team should *Team Up and Bring Home the Cup™* and meet Mark Messier. No professional photographs will be accepted. See Rule 5(C) for further details regarding submission requirements.

AND/OR

- iii) An essay of two hundred (200) words or less, in English or French, explaining why your hockey team should *Team Up and Bring Home the Cup™* and meet Mark Messier.

Each entrant must also complete the online registration form at the Contest microsite, which form includes the following contact information: first name, last name, age, home address, e-mail address, and telephone, and must confirm that written consent in the form as provided by the Contest Sponsors for download from the Contest website (the “Consent Form”), was obtained from all individuals portrayed in their submission, including consent from any parental

or legal guardian for any minors appearing in the submission (if applicable). If you do not have internet access via a personal computer, your local library or Internet café may be able to provide access to the Internet and a number of internet service providers and other companies offer free e-mail accounts.

B. Judging Criteria:

- (i) All submitted entries will be evaluated as received throughout the Contest Period by the Contest Sponsors, in their sole discretion, for eligibility for the *Team Up and Bring Home the Cup*™ Grand Prize based on the following criteria: (1) 40% Team Spirit; (2) 30% Creativity; and (3) 30% Passion for the Game (collectively, the “Judging Criteria”).
- (ii) From all entries submitted during the Contest Period, the top twenty (20) entries will be selected by the Contest Sponsors based on the Judging Criteria and will then be evaluated by a judging panel consisting of representatives from the Contest Sponsors and the NHL Entities (collectively the “Judging Panel”). The top ten (10) entries from the pool of twenty (20) will then be selected (based on the Judging Criteria) as finalists by the Judging Panel and posted online at www.tsn.ca/TeamUp and www.rds.ca/Faitesequipe. Entrants will be required to provide the Contest Sponsors with an executed Consent Form from each individual portrayed in their submission, including consent from any parental or legal guardian for any minors appearing in the submission (if applicable), before their entry can be posted as a top ten (10) finalist. Submissions with recognizable individuals that are submitted with inadequate Consent Forms, as determined solely by the Contest Sponsors, will not be eligible to win.
- (iii) The public will be invited to log on and cast votes for the Grand Prize winner, based on the Judging Criteria. The public Voting Period will be from March 22, 2009 at 12:00:01 PM (ET) to April 18, 2009 at 11:59:59 PM (ET). The finalist with the most votes from the public at the end of the Voting Period will be selected as the potential *Team Up and Bring Home the Cup*™ Grand Prize winner (subject to complying with the requirements of these Official Contest Rules). Voting is subject to the restrictions described in these Contest Rules.

C. Entry Requirements:

- (i) Do not submit videos or pictures that feature any identifiable persons, other than yourself (or anyone else who has consented to be featured in your entry - see below), or the intellectual property rights of others. Examples of appropriate intellectual property which are acceptable include Pepsi, Lay's and Gatorade logos and products, as well as any TSN and RDS logos. The consent of any person (other than the entrant) whose photograph, image, voice or likeness appears or is reproduced, in whole or in part, in any video or pictures submitted is required before you submit your entry. Vulgar, unsuitable or inappropriate videos or pictures (including any defamation of intellectual property rights of the Contest Sponsors or the NHL Entities or anything which reflects unfavourably on the Contest Sponsors, the NHL, its teams or the sport of hockey) will be disqualified at the Contest Sponsors' sole and absolute discretion. You acknowledge and agree that submitting a video or a picture on the internet brings your submission within the public view and neither the Contest Sponsors nor the NHL Entities will be held liable for any copying, re-posting or unlawful use of the submitted video or picture that may result. Submitted videos and any music and/or lyrics included in the submission must be solely your original work, must not have been previously published and must not infringe upon the rights of any third party.

- (ii) Submitted videos and any music and/or lyrics included in the submission may not be offensive or defamatory, nor can they invade publicity rights or the privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. Any music or lyrics included as part of the submission must be the original work of the Entrant, failing which the submission will be ineligible. All entries must be in keeping with the images of the Contest Sponsors and the NHL Entities. The Contest Sponsors reserve the right to disqualify any entry deemed by the Contest Sponsors, in their sole and absolute discretion, to be inappropriate, offensive or not in keeping with the Contest Sponsors' or the NHL Entities' image or which the Contest Sponsors have any reason to believe, in their sole and absolute discretion, may not meet any of the requirements, terms or conditions set out in these Official Contest Rules.
- (iii) By entering this Contest, each entrant: (i) consents to the publication and/or use, in any medium including without limitation on the Contest microsite, of the entrant's entry, name, team name, city of residence, photograph and/or image for publicity purposes carried out by the Contest Sponsors, the NHL Entities, or their respective advertising and promotional agencies without payment or compensation of any kind; represents and warrants that (ii) the entry submitted by the entrant is the original work of the entrant exclusively; (iii) warrants and agrees that neither the entry submitted by the entrant, nor any communications, content or materials included in or used to create any entry submitted by such entrant will be defamatory, threatening, pornographic, obscene or otherwise offensive to community standards, will infringe any rights (including without limitation copyright, trade-mark, privacy, personality or other property, civil rights or intellectual property rights) of any person or will otherwise be unlawful, contain any virus or be intended to interfere in any manner with the operation of this Contest, including without limitation the Contest microsite; (iv) indemnifies and saves harmless the Contest Sponsors, the NHL Entities, and their respective directors, officers, employees, members, representatives, advertising and promotional agencies, (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, damages, costs or expenses brought against or suffered or incurred by the Indemnified Parties, or any of them, arising out of or in connection with the participation by the entrant in this contest, any breach by the entrant of the foregoing warranties or agreements or the use, in whole or in part, by any of the Indemnified Parties of any entry submitted by the entrant in this Contest; and (v) agrees, before being awarded a prize, to sign the Contest Sponsors' form or forms of Declaration, Acknowledgement, Copyright Assignment, Release and Indemnity confirming the foregoing. Entries remain the property of the entrant, however each entrant grants the Contest Sponsors a worldwide, royalty free, perpetual and unlimited license to reproduce the entry submission, in any form of media, including, without limitation, newspaper, Internet web sites and/or television.
- (iv) All entries become the property of the Contest Sponsors. The Contest Sponsors and the NHL Entities, in their sole discretion, reserve the right to shorten, edit or manipulate any entry submission that is chosen to participate in the Voting Period of this Contest.
- (v) All rights to the above material, including but not limited to the right to display the material on television or online, and all promotional usage, shall belong to the Contest Sponsors and the NHL Entities without, to the extent permitted by law, any compensation, unless such compensation is deemed payable by the Contest Sponsors, in their sole discretion.
- (vi) There is a limit of one (1) entry per person, per hockey team, per e-mail address in the Contest. Only one (1) email address may be used by any person to participate in the Contest.

- (vii) The odds of winning the Grand Prize depend on the number and quality of the entries received during the Contest Period and are subject to the decision of the Judging Panel to select the top ten (10) finalists, and the results of the public vote, all as more particularly set out in these Official Contest Rules.

6. DESCRIPTION OF PRIZES:

Team Up and Bring Home the Cup™ Grand Prize:

There is one (1) *Team Up and Bring Home the Cup™* Grand Prize available to be won, consisting of the following elements, with an approximate value of \$10,500 CDN:

- (i) The NHL® Stanley Cup™ will be delivered to the Grand Prize winner's home in Canada on May 16, 2009, by Mark Messier (subject to availability and scheduling) (and one or more designated representatives of the Contest Sponsors and the NHL Entities, at the sole discretion of the Contest Sponsors and the NHL Entities, including without limitation the "authorized representative" referred to below), during a pre-determined timeframe established by the NHL Entities in their sole and absolute discretion. At this event, the Grand Prize winner can host his/her own Ultimate Playoff Party (the "Party") for a maximum of twenty (20) people (the Grand Prize winner and 19 guests) (the number of people present at the Party may be subject to change at the sole and absolute discretion of the Contest Sponsors and the NHL Entities) courtesy of Pepsi®, Lay's® and Gatorade®. The Contest Sponsors will arrange for all food and beverages to be served at the Party. No alcohol will be served at the Party, and no other food and beverage items, other than those provided by the Contest Sponsors, will be permitted during the Party. The Party timeframe will equate to approximately three (3) hours, exclusive of set up time. The Contest Sponsors will work with the Grand Prize winner to confirm set up for the Party such that the Party can start at 7:00 p.m. local time. Notwithstanding anything to the contrary contained in these Official Rules, the timing of the NHL® Stanley Cup™ delivery, and the duration of its appearance at the Party, shall be determined by the NHL Entities in their sole and absolute discretion.
- (ii) TSN will videotape the *Team Up and Bring Home the Cup™* Party which may, at the discretion of the Contest Sponsors and the NHL Entities, be featured on television on TSN and RDS as well as on www.TSN.ca/TeamUp and www.RDS.ca/Faitesequipe. The Contest Sponsors and the NHL Entities reserve the right to edit the filmed material, and choose whether or not to air the segment(s), in whole or in part, at its sole and absolute discretion.
- (iii) The following items are also included as part of the Grand Prize:
- 52" LCD TV (Model #LNT5281)
 - Home Theatre System (Model #HT TX75)
 - Two (2) leather chairs
 - A Pepsi® cooler, filled with Pepsi® and Gatorade® products
 - A Lay's® chip rack, filled with Lay's® products
 - A supply of free product coupons valid for Pepsi®, Lay's® and Gatorade® products, consisting of fifty-two (52) Pepsi® soft drink coupons, one hundred and four (104) Lay's® potato chips coupons and fifty-two (52) Gatorade® thirst quencher coupons; and
 - A \$250 Gift Certificate to be used towards a home cleaning service.

The Party and the items listed in Rule 6 (iii) collectively constitute the *Team Up and Bring Home the Cup™* "Grand Prize".

The Party does not include any costs related to hydro use or cable services, which are the sole responsibility of the Grand Prize winner. The Party does not include transportation for guests to or from the Party. Without limiting any of the foregoing, the Grand Prize includes only those elements specifically described above. Any and all other expenses not expressly provided above as being included in the Grand Prize, including without limitation, applicable taxes, are the sole responsibility of the Grand Prize winner.

The Grand Prize winner must provide proof satisfactory to the Contest Sponsors, in their sole and absolute discretion, that no local or city occupancy code maximums, fire restrictions or other by-laws or legal restrictions will be violated by holding the Party at the winner's place of residence, and, where the potential Grand Prize winner is not the registered owner of his/her place of residence, must also provide to the Contest Sponsors the prior written consent of the registered owner thereof to the holder of the Party, in form and substance satisfactory to the Contest Sponsors. The number of guests allowed at the Party may be decreased, at the Contest Sponsors' sole and absolute discretion, in the event the total number of guests present at the Party would in the view of the Contest Sponsors violate any local or city occupancy code maximums, fire restrictions or other by-laws or legal restrictions.

The NHL® Stanley Cup™ will be used for display purposes only at the Grand Prize winner's residence, and the Grand Prize winner and guests (and/or the parent or legal guardian of any guest under the age of majority in his/her province of residence) must agree, in form satisfactory to the Contest Sponsors and the NHL Entities, in their sole and absolute discretion, to abide by all Stanley Cup™ protocol. The Stanley Cup™ may not be moved by anyone other than the authorized representative. No food or drinks shall be placed in or near the Stanley Cup™. The authorized representative accompanying the Stanley Cup™ will have the final and absolute right to determine what behaviour and activity is acceptable while the Stanley Cup™ is at the Grand Prize winner's residence, including any use of camera or video equipment for the purposes of capturing imagery of the Stanley Cup™. The Stanley Cup™ will only be at the Party location for a period of no more than three (3) hours, and the authorized representative shall have the sole discretion to determine when the Stanley Cup™ will be removed from such location.

The Grand Prize winner and all guests need to comply with hosting protocol established by the Contest Sponsors and the NHL Entities, governing the behaviour of the Grand Prize winner and guests. The Grand Prize winner must supply a guest list to the Contest Sponsors at least five (5) days in advance of the Party. The Grand Prize winner and all guests (and/or the parent or legal guardian of any guest under the age of majority in his/her province of residence) will be required to sign the Contest Sponsors' form of Release and Acknowledgement prior to the Party, and all executed documents must be received by the Contest Sponsors no later than 5:00 p.m. two (2) days prior to the Party. If the Contest Sponsors determine at any time that the Grand Prize winner is not complying with the conditions and protocols described in these Official Contest Rules, the Grand Prize may be forfeited.

Secondary Prizes:

There are nine (9) secondary prizes available to be won, each consisting of \$500 Cdn. to be awarded in the form of a cheque to the nine (9) finalists who are not determined to be the Grand Prize winner.

Voting Period Prize:

There is one (1) voting prize available to be won from among all entries received during the Voting Period. The voting prize consists of one (1) trip for two (2) to attend one (1) NHL® 2009 Stanley Cup™ Playoff Final game. The trip includes return economy air transportation for two (2) departing from the airport closest to the winner's place of residence in a participating province, to the selected game city, accommodations for two (2) for one (1) night based on double occupancy, two (2) tickets to attend one (1) NHL® 2009 Stanley Cup™ Playoff Final game and \$500 CDN spending money (the "Voting Prize"). The Contest Sponsors and the NHL Entities will determine, in their sole and absolute discretion, the NHL® Stanley Cup™ Final game (including the date and location) and game seats for which the winner will receive tickets. Dates of the trip shall be determined in the sole and absolute discretion of the Contest Sponsors, and once such dates have been determined, no alternative travel dates shall be available due to the nature of the prize. The Contest Sponsors will select air transportation and hotel accommodations in their sole and absolute discretion. The Contest Sponsors reserve the right to substitute air transportation for ground transportation in the event the winner resides within 200 km to the selected game. Approximate retail value of the Voting Period Prize is \$7,200 CDN (based on departure from Vancouver, BC to New York City, NY (as an example)). Actual retail value will vary based on winner's point of departure and location of chosen game. Difference between approximate retail value and actual retail value, if any, will not be awarded. Minors must be accompanied by a parent or legal guardian at all times. No substitutions or cash redemptions allowed. The Contest Sponsors reserve the right to substitute the prize with another prize of equal or greater approximate value. Any and all meals and expenses not expressly included in the final prize confirmation details, including without limitation, such expenses as telephone calls, in-room movies, mini-bar expenses, room service, gratuities, medical and travel insurance, baggage costs, optional tours, airport departure taxes, duties and all personal expenses of any kind or nature are the sole responsibility of the winner and his/her guest. The Winner and guest must travel together. The Winner and guest are responsible for transportation to and from all airports. The Winner and guest must have a valid Canadian Passport and the right to enter the United States (if applicable), and are responsible for all documentation required to travel. Other restrictions may apply. The Contest Sponsors are not liable if winner and/or guest are refused entry into the United States (if applicable) for any reason, or if travel is impeded or refused by decisions of Canadian or United States (if applicable) authorities. In the event the NHL® Stanley Cup™ playoffs do not occur for any reason, the Contest Sponsors and the NHL Entities are not responsible for any games or events that are cancelled, delayed, suspended or rescheduled. If an activity relating to any prize is canceled or postponed for any reason, the balance of that prize will be awarded in full satisfaction of prize award.

7. PROCEDURE FOR AWARDING THE *TEAM UP AND BRING HOME THE CUP™* GRAND PRIZE:

From among the top twenty (20) entries, as chosen by the Contest Sponsors applying the Judging Criteria, ten (10) entries will be selected by the Judging Panel as the top ten (10) finalists. These ten (10) finalists will be posted on the Contest microsite for purposes of the public voting process. The public will be invited to log on and cast votes for the Grand Prize winner, based on the Judging Criteria identified in these Contest Rules. The public Voting Period will be from March 22, 2009 at 12:00:01 PM ET to April 18, 2009 at 11:59:59 PM (ET). The finalist with the most votes from the public at the end of the Voting Period will be selected as the potential Grand Prize winner (subject to complying with the requirements of these Official Contest Rules). Voting is subject to the restrictions described in these Contest Rules.

In the event of a tie vote among the finalists, the eligible finalist that received the highest score in the first Judging Criteria (Team Spirit) will be given higher ranking. In the unlikely event that a

tie still exists from among the finalists, the Contest Sponsors reserve the right to appoint an additional judge to the Judging Panel who shall review and score the tied entries according to the Judging Criteria above to break the tie.

Attempts will be made by representatives of the Contest Sponsors to contact the potential Grand Prize winner by telephone within seventy-two (72) hours of the end of the Voting Period. If the selected Grand Prize Winner cannot be so contacted within such 72 hour period or if contacted does not confirm arrangements for his/her Grand Prize with the Contest Sponsors or meet all of the Contest conditions to be declared a winner, by no later than four business (4) days after being contacted, he/she will be disqualified, and the Contest Sponsors reserve the right, in their sole and absolute discretion, to select the next highest ranking finalist as the potential Grand Prize winner, whom attempts will be made to contact, and who will be subject to disqualification, in the same manner. In the event that any of such remaining finalists can be contacted or confirmed as a winner within the above-described time limitations, the Contest Sponsors reserve the right, time permitting, to direct the Judging Panel, applying the Judging Criteria, to select one (1) of the remaining top twenty (20) entries as selected by the Judging Panel as provided above in these Official Contest rules as a potential winner. As a condition of receiving the Grand Prize, the selected potential Grand Prize winner must avail his/her household between May 14 and May 15, 2009 from 8:00 a.m. local time to 5:00 p.m. local time to permit the planning and setting up of the Party. The Contest Sponsors will work with the Grand Prize winner to determine mutually agreeable times and dates for entry into the Grand Prize winner's home. The Grand Prize winner must also be available and willing to host the Party as part of the Grand Prize on May 16, 2009 in the manner provided in these Official Contest Rules and permit camera crews inside to capture footage, which could be broadcast on TSN and RDS as well as on www.TSN.ca/TeamUp and www.RDS.ca/Faitesequipe as noted herein, failing which, all those portions of the Grand Prize relating to the Party, the delivery of the Stanley Cup™ to the Grand Prize winner's home, will be forfeited.

Only one (1) finalist will be declared and eligible for the Grand Prize. If it is discovered by the Judging Panel and Contest Sponsors that the voting results were the result of any online votes generated by script, macro, robotic, programmed, or any other automated means, those votes will be disqualified.

8. PROCEDURE FOR AWARDING AND CLAIMING OF VOTING PRIZE:

A random draw from among all Voting Entries received during the Voting Period will take place on April 20, 2009 at 2:00 PM (ET) in Toronto, Ontario. The first complete eligible entry drawn will represent the Voting Period winning entry. No responsibility is assumed by the Contest Sponsors for any inability for a potential entrant to successfully enter the draw for any reason. The Contest Sponsors are not responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible, incomplete entries or for postage due. Altered, defaced, mutilated, illegible, or incomplete entries are ineligible. Proof of transmission (screenshots or captures of game play etc.) and/or mailing does not constitute proof of delivery. Prize must be accepted as awarded, cannot be substituted, transferred, exchanged or surrendered for cash, except at the sole and absolute discretion of the Contest Sponsors, which reserve the right, at their sole and absolute discretion and for any reason, to award a substitute prize of equal or greater value, including without limitation a cash award.

The selected entrant for the Voting Prize will be notified by phone, mail or email within five (5) business days of the draw date. To be declared the winner of the Voting Prize, the selected entrant must first correctly answer, a time-limited mathematical skill-testing question to be

administered by the Contest Sponsors or their designated agent by telephone (without assistance of any kind, mechanical or otherwise) at a mutually agreeable time, complete and return to the Contest Sponsors within a time period designated by the Contest Sponsors a Declaration of Compliance and Release and otherwise comply with the official Contest Rules. The selected entrant may be required to furnish proof of identification that may include a drivers' licence or other form of picture identification as part of the verification process. If a selected entrant cannot be located or does not respond within five (5) days of notification, he/she will be disqualified and forfeits the prize and the Contest Sponsors may, at their sole and absolute discretion, select by random draw another eligible entrant whom the Contest Sponsors or their representatives will attempt to contact, and who will be subject to disqualification, in the same manner. The Contest Sponsors will not be responsible for failed attempts to notify any selected entrant. The Voting Prize winner's guest will also be required to complete and return the Contest Sponsors form of Declaration of Compliance and Release.

9. GENERAL RULES:

- (i) The entrant selected as the potential winner of the Grand Prize and all Secondary Prize winners must, as a condition of being declared a winner, answer a time limited, mathematical skill-testing question (without any assistance), to be administered at a mutually agreeable time by the Contest Sponsors or their designated agent, and complete and return to the Contest Sponsors within the time stipulated by the Contest Sponsors (and in addition to any other documentation required to be signed by the entrant in accordance with these Official Contest Rules) the Contest Sponsors' form of Declaration, Acknowledgement, Copyright Assignment, Release and Indemnity, attesting to the entrant's eligibility as stipulated in these Official Contest Rules and releasing the Contest Sponsors, the NHL Entities, The Pepsi Bottling Group (Canada) Inc., their respective affiliates and agencies, associated and related companies and entities, advertising and promotional representatives, judging organizations (including without limitation, the Judging Panel), partners, partnerships, as well as their respective officers, directors, members, employees, agents, principals, licensees, successors and assigns (the Contest Sponsors, the NHL Entities, The Pepsi Bottling Group (Canada) Inc., and such additional entities and persons, collectively, the "Releasees"), from any and all liability for any damage or loss of any kind or nature whatsoever arising from the entrant's participation in this Contest and/or from the awarding, acceptance, use and/or misuse of the Grand Prize.
- (ii) Without limiting any other provision of these Official Contest Rules, the Grand Prize winner and all guests invited to be in attendance at the Party (and in the case of any minors, their respective parents or legal guardians) shall agree, if necessary, to have their name and/or picture, and/or voices plus their contest entry, used by the Contest Sponsors and the NHL Entities for advertising purposes related to this Contest, without compensation. The Grand Prize winner and all guests invited to be in attendance at the Party, (and in the case of any minors, their respective parents or legal guardians) shall agree to abide by the protocol established by the Contest Sponsors and the NHL Entities for the duration of the Party. As a condition of being permitted to attend the Party all guests (and in the case of any minors, their respective parents or legal guardians) will also be required, in form satisfactory to the Contest Sponsors, to release the Releasees from any and all liability for any damage or loss arising from participation in and/or use or misuse of the Grand Prize. The Releasees (i) make no warranty, guaranty or representation of any kind concerning the Grand Prize, (ii) disclaim any implied warranty, and (iii) are not liable for injury, loss, or damage of any kind resulting from the acceptance, use or misuse of the Grand Prize, travel related thereto or from participation in this Contest.

- (iii) The Grand Prize, Secondary Prizes and Voting Prize shall be accepted as awarded and may not be exchanged for an amount of money, nor sold, substituted or transferred, subject only to the sole and absolute discretion of the Contest Sponsors, as provided herein.
- (iv) If the Grand Prize, Secondary Prizes or Voting Prize cannot be awarded as described in these Official Contest Rules for any reason, the Contest Sponsors reserve the right, in their sole and absolute discretion, to substitute the Grand Prize or component thereof, with another prize or prize component of comparable value, including without limitation, a cash award.
- (v) Refusal to accept the Grand Prize, Secondary Prizes or Voting Prize by any entrant selected as a potential or declared winner releases the Releasees of any obligation of any kind to such entrant.
- (vi) Should any entrant make any false statement in connection with his/her entry or participation in the Contest, such entrant shall be automatically disqualified from the Contest.
- (vii) The Releasees assume no liability resulting from losses, delays, mistaken addresses on mail or e-mail received, typographical errors, technical, computer or telephone malfunctions, loss or theft of computer or telephone data, damage to software or computer equipment, fraudulent calls or any other mistake in the advertising or administration of this Contest. Further, the Releasees assume no liability whatsoever for any situation in which their inability to act results from an event or situation beyond their control, including a strike, lockout or any other labour dispute at any of their respective business locations or the location of any other relevant third party. Without limiting the generality of the foregoing, the Contest Sponsors reserve the right to suspend, modify or terminate this Contest, (subject only to the consent of the Régie des alcools, des courses et des jeux) including, without limitation, the selection of the Grand Prize or Voting Prize winner, at their sole and absolute discretion, for any reason, including, without limitation, in the event a computer virus or bug, satellite transmission difficulty, labour disruption, unauthorized human intervention, or any other occurrence beyond its control corrupts or adversely affects the administration, security, impartiality, or intended operation of this Contest, including without limitation the operation of the Contest microsite.
- (viii) In the event of any dispute regarding the identity of the entrant submitting an electronic entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail address at the 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.
- (ix) **PERSONAL INFORMATION.** Unless entrants otherwise indicate, the personal information gathered about entrants in the course of this Contest will be used solely by the Contest Sponsors for the administration of the Contest, and will be used by the Contest Sponsors and the NHL Entities in connection with any publicity relating to the Contest.
- (x) By entering, entrants agree to abide by all decisions of the Contest Sponsors, which shall be final and binding on all entrants, without right of appeal, with respect to all aspects of this Contest, including without limitation, eligibility and/or disqualification of entries.

- (xi) In the event of any discrepancies between the English language version of these Official Contest Rules and the French language version of these Official Contest Rules, the English version shall prevail.
- (xii) For Quebec residents, any litigation respecting the conduct or organization of this 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.
- (xiii) By entering this Contest, each participant agrees to be bound by these Official Contest Rules and all decisions of the judging organization.
- (xiv) All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Contest Sponsors 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

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