

Winning On Game Day Contest 2019

Terms of Participation

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE OR RECEIVE AN AWARD. NOT OPEN TO THE GENERAL PUBLIC.

1. GENERAL REQUIREMENTS

The Winning On Game Day Contest (the “**Contest**”) is sponsored by Pizza Hut, LLC, 7100 Corporate Drive, Plano, Texas 75024 (“**PHLLC**”) and it is governed by these Terms of Participation (the “**Terms**”). The purpose of the Contest is to recognize restaurant teams who work at corporately-owned or franchised-owned Pizza Hut® **delivery-based** restaurants in the United States or in the District of Columbia and that have meet the eligibility requirements for the particular award as defined in these Terms (the “**Restaurant**”) and to recognize Above Restaurant Leaders whose Restaurants have achieved high scores through the Contest Period.

2. THE CONTEST PERIOD

The Contest period begins at 12:00:00 AM ET on September 5, 2019 (Period 10, 2019) and ends at 11:59:59 PM PT on January 1, 2020 (Period 1, 2020)(“**Contest Period**”). PHLLC’s computer is the official time keeping device. PHLLC reserves the right to terminate, suspend or revise the Contest at any time, for any reason by providing notice via a system communication.

3. HOW TO PARTICIPATE

Restaurant Participation

Each week during the Contest Period, PHLLC will analyze Key Metrics to determine each Restaurant’s total weekly score to qualify for an entry in that week’s drawing. Each week’s winning Restaurant will be determined by no later than **Wednesday by 12pm CT** during the Contest Period. The winning restaurant will be called by someone at the CORE. The Key Metrics are:

- Percentage of delivered orders <30 minutes: 80% or higher
- Percentage of delivered orders >45 minutes: 5% or less
- Percentage of Maketable Time <4 minutes: 80% or higher
- Percentage of Rack Time <5 minutes: 80% or higher
- Percentage of Driver Turn Time <1 minute: 80% or higher

Each Key Metric will translate into a point scale for each day of the 5 Days of Football (Thursday through Monday):

- Delivered orders <30 minutes at or above 80% will translate to **7 points**.
- Delivered orders >45 minutes at or below 5% will translate to **3 points**.
- Maketable time orders <4 minutes at or above 80% will translate to **2 points**.
- Delivery orders Rack Time <5 minutes at or above 80% will translate to **2 points**.
- Driver Turn time < 1 minute at or above 80% will translate to **1 points**.
- Maximum points each day is **15 points**.
- Maximum points for the 5 Days of Football (Thursday through Monday) is **75 points**.
- Note: The week of Thanksgiving will have a maximum of **60 points** (Friday through Monday). Thursday will be excluded for all restaurants in week 13 of the contest period.

During its analysis, PHLLC will review and audit that week’s Key Metrics for all Restaurants to determine if any Restaurant achieved **65 or more total weekly points**. If a Restaurant achieves 65 or more total points for the week, that Restaurant is considered that week’s winner; however, if in any given week there are multiple Restaurants with a total weekly score of 65 or more total points, those Restaurants will be entered into a drawing and PHLLC will draw that week’s winning Restaurant. Additionally, if there are no Restaurants that achieve a total weekly score of 65 points, the winning Restaurant will be determined by

selecting the Restaurant with the next highest total weekly points and if there is a tie, the above tie-breaker process will be done. For illustrative purposes only, if no Restaurant has a total weekly score of 65 points, PHLLC will review the points to see if there is a Restaurant that scored 64 points, then 63 points, and so on until the next highest total weekly score is determined, and that Restaurant will be deemed the winning Restaurant for that week.

Above-Restaurant Leaders Participation

At the end of the Contest Period, PHLLC will review each Restaurant's Key Metrics for the Contest Period to determine the top five Above-Restaurant Leaders ("ARL") in the Pizza Hut System who have the highest number of qualifying entries accumulated by the Restaurants in each ARL's area of responsibility during the Contest Period (the "ARL Winners").

Final ARL alignment data will be determined by the cumulative data pulled from PHLLC's Microstrategy database and any third-party vendor audit information at the end of the Contest Period. In case of a tie in the rankings at the end of the Contest Period, the tiebreaker will be based on the Area cumulative percentage of <30 minutes down to the hundredth of a percent, and then the ARL Winners will be determined.

PHLLC reserves the right to verify eligibility requirements at any time and in any manner it deems appropriate. PHLLC is not responsible for lost, late, delayed, stolen or incomplete statistics, or for problems of any kind, whether mechanical, human or electronic.

4. REWARD DESCRIPTIONS

Restaurant Winners - Each Contest Week's winning Restaurant will receive a Celebration Package that contains sports water bottles, congratulations card, pins, and pop sockets (depending on the headcount of the winning Restaurant, estimated value is \$150).

ARL Winners - The ARL Winners will be notified by no later than February 1, 2020. Each ARL Winner will receive a \$250 credit to use at Promo Depot for Pizza Hut merchandise. PHLLC's determination of the exact reward will be final. ***If at the time of the drawing, an ARL Winner is no longer employed as an ARL or is not in good standing with his or her respective employer, ARL Winner will not be eligible to receive the ARL reward.***

All rewards are provided "as is" with no warranty or guarantee, either express or implied by PHLLC. Reward recipients may not substituted or redeem the reward for cash (unless permitted by PHLLC), but PHLLC reserves the right, at its sole discretion, to substitute any reward (or portion thereof) with one of comparable or greater value.

5. CONDITIONS OF PARTICIPATION

Restaurants agree (a) to obey these Terms and the decisions of PHLLC which are final and binding; (b) that PHLLC, and its respective parents, subsidiary and affiliated companies, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, are released and shall be held harmless by the Restaurants and its franchise owner (if applicable) against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, use or redemption of any reward, or participation in reward-related activities; (c) RGMs hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (d) all causes of action arising out of or connected with the Contest or any reward provided, shall be resolved individually, without resort to any form of class action; (e) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs and; (f) except where legally prohibited, the reward recipients grant (and agree to confirm that grant in writing) permission to PHLLC and those acting under their respective authority the right

to the use of his/her name, photograph, likeness, voice, image and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

6. GENERAL PROVISIONS

Neither PHLLC nor their agencies are responsible for not receiving reporting criteria no matter what the reason even if known in advance, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of reporting criteria or the failure to capture any such information. Persons who tamper with any aspect of the Contest, as solely determined by PHLLC will be disqualified. Any use of robotic, automatic, macro, programmed or the like will void all such sales and disqualify any Restaurant for using such methods. Should any portion of the Contest Period be, in PHLLC's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, fraud, technical failures or other causes which, in the sole opinion of PHLLC, corrupt or impair the administration, security, fairness or proper play, or submission or tabulation of Key Metrics, PHLLC reserves the right at its sole discretion to suspend, modify or terminate the Contest, and select reward recipients from qualified reporting criteria received prior to action taken or as otherwise deemed fair and appropriate by PHLLC. All applicable federal, state and local laws, regulations and restrictions apply to the Contest.

CAUTION: ANY ATTEMPT BY ANY RESTAURANT PERSONNEL OR ARL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, PHLLC RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

7. WINNER'S LIST

For the names of the reward recipients, mail a self-addressed, stamped business size envelope to: Winning on Game Day Contest Winners List Request, Pizza Hut, LLC, 7100 Corporate Drive, Plano, TX 75024. Vermont residents may omit return postage. Requests must be received by March 1, 2020.

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