Marco's Pizza November '26 Giveaway
Terms and Conditions

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

OVERVIEW: Marco's Pizza November '26 Giveaway (the "Promotion") is a "Quikly" campaign, which involves using a mobile device or computer to (a) sign up to participate in the campaign, and then (b) respond by text or email when a notification is published that the campaign is "live." The three fastest participants to respond will win a Marco's Pizza gift card (see details below).The more quickly you respond when the campaign goes live, the better your chances of getting a reward.

1. Eligibility: The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old (19 in AL and NE) at the time of entry and have a valid email address. Employees of Marco's Pizza Restaurants, LLC ("Sponsor"), Quikly, Inc. ("Administrator"), and their parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate families (spouse and parents, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes participant's full and unconditional agreement to these Terms and Conditions and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a reward is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Marco's Franchising, LLC, 5252 Monroe St #2, Toledo, OH 43623.
Administrator: Quikly, Inc., 1555 Broadway St., 3rd Floor, Detroit, MI, 48226

3. Timing: The sign-up period begins on November 9th, 2026 at 12:00 a.m. Eastern Time ("ET") and ends as soon as the Quikly campaign goes live (as set forth in Section 4 below) ("Campaign Live Date"), which shall be no later than November 24th, 2026 at 11:59 p.m. ET but could end sooner (the "Promotion Period"). Rewards will only be provided to eligible participants who sign-up during the Promotion Period and enroll in the Promotion prior to the Campaign Live Date. Once the fastest three (3) eligible participants respond, no other Gift Card rewards or other rewards (e.g., consolation prize) will be awarded. The Administrator's database computer is the official time-keeping device for this Promotion.

4. How to Participate:
Visit quikly.com/q/QzphEGz and click the "I Want In" button and follow the instructions to enroll to participate in the Promotion. You will have the option of participating via email or text. Once you've signed up, you're in. At some point during the Promotion Period, the Administrator will send a notification message to you and all other eligible participants via email or text (depending on the preference selected at time of enrollment) announcing that the Quikly campaign is live. That is the signal to respond. You must click on the link in that notification. Your speed in responding (clicking on the link) will determine the value of your reward as set forth in subsection 5 below. You may receive advance notice that the Quikly is about to go live if any of the below apply to you:

- Five (5) minutes advance notice if you sign up for the Marco's Pizza text program;
- Three (3) minutes advance notice if you join the Marco's Pizza Rewards program;
- Three (3) minutes advance notice to you for every person who signs up from your Text referral (Anyone who signs up through your referral will receive two (2) minutes advance notice that the Quikly is about to go live) — NOTE: sending text referrals to people in Washington State is not permitted by these Terms and Conditions and will result in disqualification from the Promotion;
- Three (3) minutes advance notice to you for every person who signs up from your Unique referral link (Anyone who signs up through your referral will receive two (2) minutes advance notice that the Quikly is about to go live).

Participants may not earn more than ninety-nine (99) minutes of advance notice for this Promotion.
Limit one (1) sign-up and enrollment in the Promotion per person using an authorized email or mobile phone account. Participants are not permitted to share the same email and/or mobile phone number with any other participant. Once an email address or mobile phone number is utilized as part of the enrollment procedure,

that email address and mobile phone number cannot be used by another participant. Any attempt by any participant to obtain more than one (1) sign-up or reward by using multiple/different email addresses, phone numbers, or any other methods will void that participant's sign-up and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the phone number used to register will be deemed to be the participant. Each potential winner may be required to show proof of being an authorized account holder.

If you select to receive notification via text, standard text message and data rates may apply. You may receive reply messages. Signing up for the Promotion via text shall constitute your prior written consent and signature and is your agreement to receive text messages from Sponsor and/or Administrator relating to the Promotion. For help text HELP and to stop, text STOP. Normal phone/usage/subscription access charges imposed by your phone service provider will apply. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Be sure that you're providing a valid mobile phone number. Note: If you mistype your mobile phone number, the SMS verification code will be sent to the owner of that number and not to your mobile phone. We can only send a text message to a mobile phone number (no Google Voice or VOIP services). Supported carriers include Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, C-Spire, Cincinnati Bell, GCI, Inland Cellular, IV Cellular, Nex-Tech Wireless, Nextel Communications, Shentel, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless. Additional carriers may or may not be supported. If you have tried resending the message more than once and did not receive it, most often this is due to your mobile carrier not permitting us to send you a text message from our short-code (a special 5-digit number we use to send out SMS messages). Most wireless carriers allow their customers to block text messages from companies like ours, so this may be preventing our messages from getting through. Contact your mobile carrier to see if they are blocking the SMS message. If you still need help confirming your phone number, feel free to contact us at hello@quikly.com, and we can investigate why you did not receive a confirmation text message.

The Sponsor and Administrator are not responsible for service outages, message failures, transmission delays, or any other factor affecting the availability or performance of the text messaging service. Texts are sent via automated technology. Consent to receive texts at the mobile number provided is not required to make purchases.

5. Rewards and Notification:

Respond to the go-live campaign notification as fast as you can. Here are the rewards being offered by order of the fastest eligible participants:

- Fastest participant: $500 toward Pizza & Pepsi® in the form of a Marco's Pizza Gift Card
- 2nd fastest participant: One $250 Marco's Pizza Gift Card
- 3rd fastest participant: One $100 Marco's Pizza Gift Card
- All other eligible participants: Free 2L Pepsi Product with the Purchase of any Menu-Priced Pizza

Gift cards have no cash value and are non-transferrable. Gift cards may only be redeemed at participating Marco's restaurants located in the U.S. and may only be used to purchase products (not gift cards, or to pay for delivery services, fees), Not to be used in 3rd party delivery apps.

Except for Gift Cards, rewards will be delivered immediately to participant via the website, email or text message depending on options available and selected. The Promotion will indicate whether a special notification is required for any particular reward. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner of any reward cannot be contacted, fails to follow reward claim instructions, or fails to provide any other requested information within the required time period, or if the reward is returned as undeliverable, the potential winner forfeits his/her reward and will be disqualified. Receiving a reward is contingent upon compliance with these Terms and Conditions. Unclaimed rewards will not be awarded. Released Parties (defined below) are not responsible for any participant's (and/or potential winner's) change in email address and/or phone number. The three top winners (winners of gift card prizes) will be fulfilled approximately 8-10 weeks after winner confirmation.

Rewards are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a reward or reward component for one of equal or greater value if the designated reward or reward component should become unavailable for any reason. Winners are responsible for all taxes and fees associated with reward receipt and/or use. Likelihood of winning a reward depends on the speed with which a participant responds to the go-live notification relative to the speed of all other participants.

6. **Release:** By participating in the Promotion, participant agrees to release and hold harmless PepsiCo, Inc., Pepsi-Cola Company and its bottlers, Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, promotion and advertising agencies, and reward suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any reward.

7. Publicity: Except where prohibited or restricted by law, participation in the Promotion constitutes each winner's consent to Sponsor's, Administrator's, and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

8. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error, epidemics, pandemics or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, shall determine the best method for distributing any or all of the rewards offered herein to valid participants. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CIVIL LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged, intercepted, or stolen mail or electronic communications; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use or misuse of any reward. If for any reason any participant's sign-up is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another sign-up in the Promotion, if it is possible. No more than the stated number of rewards will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of rewards as set forth in these Terms and Conditions to be available and/or claimed, Sponsor reserves the right to award only the stated number of rewards by a random drawing among all legitimate, un-awarded, eligible reward claims.

10. Disputes: THIS PROMOTION AND ITS RULES ARE GOVERNED BY MICHIGAN LAW AND ARE SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS AND SPONSOR IN CONNECTION WITH THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DETROIT, MICHIGAN. 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 JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF DETROIT. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES OR $100. WHICHEVER IS LESS, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, 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. EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THE PROMOTION OR ANY PRIZE AWARD SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

11. Participant's Personal Information: Information collected from participants is subject to Administrator's Privacy Policy available at www.quikly.com/page/privacy and Sponsor's Privacy Policy available at https://www.marcos.com/privacy-policy/.