

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY
AND IS GOVERNED BY CANADIAN LAW**

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. KEY DATES:

The *Canada Dry Ginger Beer Spice Breakers Contest* (the “**Contest**”) is brought to you by Canada Dry Mott’s Inc./ (the “**Sponsor**”) and begins on September 4, 2024 at 12:00pm Eastern Time (“**ET**”) and ends on September 9, 2024 at 11:59am ET (the “**Contest Period**”). For the purposes of these Official Rules and Regulations (the “**Rules**”), a “**Day**” is defined as commencing at 12:00:00 p.m. ET and ending at 11:59:59 a.m. ET on the following day.

2. ELIGIBILITY:

Contest is open only to residents of Canada (excluding Quebec) who have reached the legal age of majority in their province/territory of residence at the time of entry; except employees, representatives, agents, officers or directors (and those with whom such persons are living, whether related or not) of the Sponsor, its divisions, subsidiaries, associated and affiliated entities, bottlers, redemption/recycling centres, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”).

Participants must have online access with a valid email address at the time of entry.

If you participate via a mobile device, standard data charges from your wireless service provider may apply. Please contact your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such data charges.

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Rules.

The Contest Parties, Instagram and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete Requests (all of which are void).

4. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter the Contest, follow *Canada Dry Canada’s* Instagram page (@canadadry.canada), like the Contest post and comment your own Spicebreaker to submit an entry (the “**Entry**” and collectively, the “**Entries**”). It is not necessary to post any additional content or tags other than as specified above. Contestant is allowed to unfollow the account after the contest closes.

5. ADDITIONAL RULES:

There is no limit to the number of Entries per person/Unlimited Entries per Instagram account. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, identities, email addresses, Instagram accounts and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest (all as determined by Sponsor in its sole and absolute discretion); then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. An Entry may be rejected if (in the sole and absolute discretion of the

Sponsor) it is not submitted and received in accordance with these Rules. The Released Parties are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete Entries (all of which are void).

6. VERIFICATION:

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor. Proof of transmission (screenshots or captures etc.) or attempted transmission of an Entry, or of an attempted Entry or of any communication, does not constitute proof of delivery or receipt by the Sponsor.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsor reserves the right to refuse an Entry from any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person’s Entries.

7. PRIZES:

There is a total of 10 Spice Breaker games (each, a “Prize” and collectively, the “Prizes”) available to be won in relation to this Contest.

The Prize has an approximate retail value of \$50 CDN.

The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. **PRIZE LIMITS**: During the Contest Period, there is a limit of one (1) Prize per person.

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) other specifics of each Prize will be at the sole and absolute discretion of the Sponsor and subject to availability; and (ii) each confirmed Prize winner is solely responsible for all expenses that are not specifically and expressly included in the Prize description above.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) other specifics of the Prize will be at the sole and absolute discretion of the Sponsor and subject to availability; and (ii) the confirmed Prize winner is solely responsible for all expenses that are not specifically and expressly included in the Prize description above.

The approximate retail values as stated by the Sponsor in point of sale advertising, and other advertising, promotion materials, and/or in these Rules are subject to price fluctuations in the consumer marketplace based on, among other

things, the passage of time between the date the approximate retail values are stated by the Sponsor and the date the Prizes are awarded or redeemed. If, at the time a Prize is redeemed or awarded, the actual prevailing retail purchase price for the Prize is less than the approximate retail value stated by the Sponsor in point of sale, television and print advertising, promotion materials, and/or in these Rules, the Prize winner will not be entitled to a cheque or cash for the price difference.

8. ELIGIBLE GRAND PRIZE WINNER SELECTION PROCESS:

The Prizes will be drawn September 9, 2024 in Toronto, ON at approximately 2:00 p.m. ET. On that date, ten (10) eligible entrants will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period. The odds of winning a Prize depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period by the end of the Contest Period.

9. WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact each eligible winner (using the information available to the Sponsor) *via Instagram within two (2) business days* of selection as an eligible winner. If an eligible winner cannot be contacted within *two (2) business days* of the Sponsor's first attempted contact, or if there is a return of any notification as undeliverable and/or if any correspondence is not responded to; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner in accordance with the applicable procedures as outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

10. WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS THE WINNER OR AN ELIGIBLE WINNER.

a. SKILL TESTING QUESTION.

BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, and receive any prize, eligible winner will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release).

b. RELEASE & WAIVER

IN ORDER TO BE DECLARED AS A CONFIRMED PRIZE WINNER, and receive any prize, the selected winner will be required to sign or otherwise digitally accept the Sponsor's Release and Waiver form which confirms compliance with these Rules and releases the Sponsor and Representatives from all liability with respect to the individuals participation in this Contest and the awarding, use/misuse of any prize.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from neither the Sponsor nor any of the Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part. If any activity relating to any Prize is cancelled or postponed for any reason, the balance of that Prize will be awarded in full satisfaction of the Prize award.

If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to properly execute and return

any required Contest documents within the specified time (if applicable); (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner in accordance with the applicable procedures as outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

11. CONTEST ADMINISTRATION:

The Sponsor, Representatives and their respective affiliates are not responsible for printing, technical errors, distribution, or production errors and do not guarantee or warrant that access to or use of the Contest will be uninterrupted or error-free.

The Released Parties will not be liable for: (i) any failure of any Website or any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information or materials whatsoever to be received, captured, recorded or function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid Prize claims and/or conduct a random draw from amongst all eligible claimants to award the correct number of Prizes. In no event whatsoever will the Sponsor or any of the Released Parties be liable for more than the number, type and value of Prizes as stated in these Rules.

The Sponsor reserves the right, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant and/or any other information or materials with these Rules, or as a result of any problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

The Sponsor reserves the right, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever or any epidemic, pandemic, illness or health risks, or any governmental or health authority orders, measures, directives or guidance in response to any such epidemic, pandemic, illness or risks, such as, without limitation, those that may be implemented to mitigate the risks of COVID-19 transmission. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever, including without limitation any of the causes contemplated in this paragraph. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

12. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.

By participating in the Contest and accepting a Prize, each eligible winner hereby: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. IMPORTANT NOTE: The Sponsor may, in its sole and absolute discretion, require an eligible winner to sign and return the Sponsor's form of declaration and release prior to confirming the eligible winner as a confirmed winner in accordance with these Rules.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the Website(s), French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

For Quebec residents: *Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.*

13. PRIVACY NOTICE & USER GENERATED CONTENT

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: <https://www.keurigdrpepper.ca/en-ca/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

Winners agree to the use of his/her name, image, likeness, persona, and city/province of residence for publicity purposes, and grants to the Sponsor any and all rights to said use without further notice or compensation. agrees to the publication, reproduction and/or other use of his/her name, city and province of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet.

For a list of Prize winners, send a prepaid, self-addressed stamped envelope to the following address: Canada Dry Ginger Beer Spice Breakers Contest, 161 Liberty St #300, Toronto ON M6K 3G3. Winners' names will be published once all winners are verified and confirmed.

This Contest is in no way sponsored, endorsed or administered by, or associated with, *Instagram, or any other third party named but unrelated to the contest.*

© 2024 Canada Dry Mott's Inc All rights reserved.