

ROAR x SUMMER HYDRATION CONTEST 2023
OFFICIAL RULES
(the “Rules”)

NO PURCHASE NECESSARY TO ENTER.

1. **CONTEST PERIOD, SPONSOR AND ADMINISTRATOR.** The “ROAR x SUMMER HYDRATION CONTEST 2023” (the “Contest”) is sponsored by ROAR Beverages Canada Corp. (collectively, the “Sponsor”) and is administered by Arnold Street Media Inc. (the “Administrator”). The Contest begins on June 20, 2023 at 12:01:00 a.m. Eastern Time (EST) and ends on August 1, 2023 at 11:59:59 p.m. EST (the “Contest Period”). The clock used by the Sponsor and the Administrator to compute Entries (as defined below) will be the official clock to determine the date and time of receipt of an Entry.
2. **ELIGIBILITY.** The Contest is only open to legal residents of Canada (excluding Northwest Territories, Yukon and Nunavut), who at the time of entry: (i) are nineteen (19) years of age or older. The following persons are not eligible to win a Prize (as defined below): officers, directors, shareholders, employees, agents and/or representatives of the Sponsor, the Administrator and their respective affiliates or related companies, advertising agencies, licensees, franchisees, partners, retailers, distributors, Prize suppliers and/or any other party related to the Contest. Also, any member of the immediate family of the persons mentioned in this section and any person living with them under the same roof (whether or not a member of their immediate family) are not eligible to win a Prize. The term “immediate family” means fathers, mothers, brothers, sisters, children, husbands, wives or spouses of the persons mentioned in this section, regardless of where they live. The Contest is not open and void where prohibited by law.
3. **AGREEMENT TO BE LEGALLY BOUND.** By participating in this Contest, each entrant agrees to be bound by (i) these Rules; and, (ii) all decisions of the Sponsor and the Administrator, which are final in all respects.
4. **HOW TO PARTICIPATE. NO PURCHASE NECESSARY.** Standard Internet access fees may apply (check your carrier plan for your standard internet access fees). During the Contest Period, visit roarorganic.ca/pages/summerhydrationcontest/ (the “Contest Website”), complete an online entry form in full with your name, email address, birth date, province, Instagram Handle and TikTok Handle (to track relevant and bonus entries as relevant outlined below). Your name will be automatically entered into the Contest. Failure to complete the entry form may result in disqualification to be determined in Sponsors’ sole discretion.

There is one (1) way to enter the Contest for a chance to win the Grand Prize with an optional bonus entry:

1. Visit the [Contest Website](#) to access the Contest entry page;
2. Complete all mandatory fields of the entry form, which may include your first name, last name, date of birth, province and email address;
3. Follow 1 or more of the following social accounts:
 - a. Follow [@roarorganiccanada](#) on Instagram* (worth 1 entry)
*mandatory
 - b. Follow [@roarorganicca](#) on TikTok (worth 1 entry)

4. Confirm that you have read, understood and accepted the Rules and regulations as well as the Sponsors' Privacy Policy by ticking the provided box, then click on the "Enter Now!" button.

Please Note: You must provide your Instagram Handle and follow [@roarorganiccanada](#) on Instagram in order to be eligible to win the Grand Prize. If entering on TikTok, you must provide your TikTok Handle and follow [@roarorganicca](#) on TikTok in order to be eligible to win the Grand Prize.

Bonus Entry: There is one (1) way to earn bonus entry, which are extra ballots into the Grand Prize draw:

- Instagram Bonus Entry ("Instagram Bonus Entry"): If already entered on TikTok (a) follow [@roarorganiccanada](#) on Instagram to be eligible for one (1) bonus entry.
- TikTok Bonus Entry ("TikTok Bonus Entry"): If already entered on Instagram (a) follow [@roarorganicca](#) on TikTok to be eligible for one (1) bonus entry.

Only one (1) form entry submission per person during the Contest Period is permitted. In the event that the Sponsor receives more than the permitted number of entries from an entrant during the Contest Period, Sponsor reserves the right to void and destroy any entries from that entrant, and that entrant may, at the sole discretion of the Sponsor, be disqualified from the Contest.

By submitting an entry form, entrants agree to be bound by these official Contest Rules, which are subject to change in The Sponsors' sole discretion. Any failure to adhere to these Contest Rules may result in disqualification from the Contest and/or forfeiture of a prize in The Sponsors' sole discretion.

Entries shall be deemed to be submitted by the Authorized Email Account Holder. "**Authorized Email Account Holder**" of an email address is defined as the natural person who is assigned to the email address by the internet access provider, the online service provider or other organization responsible for assigning the email address account. You may participate in the Contest ONLY using an email address for which you are the Authorized Email Account Holder. An eligible Prize (as defined below) winner may be required to provide proof that he/she is the Authorized Email Account Holder associated with the email address, if applicable. By submitting an email address, you represent and warrant that you are the Authorized Email Account Holder. You shall be responsible and liable to the Sponsors and the Administrator for any damages and other losses incurred by them as a result of your submission of any email address for which you are not the Authorized Email Account Holder. The Sponsors and/or the Administrator reserve the right to: (i) request documentation, from any entrant at any time, proving that they are the Authorized E-mail Account Holder; and (ii) suspend any entrant at any time until they can provide such proof.

Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, or any other methods will void that entrant's Entries and that entrant may be disqualified from the Contest at the Sponsors' and/or the Administrator's discretion. Use of any automated system (including but not limited to, Entries submitted using any robot, script, macro, or other automated service) to participate is prohibited and will result in the disqualification of the entrant.

5. **PRIZE.** The following Prize is available to be won: There is one (1) grand prize (the "**Grand Prize**") available to be won during the Contest Period:

One (1) Summer Hydration Grand Prize which includes the following:

- One (1) Air Canada® Gift Card in the amount of \$2000 CAD;
 - Air Canada® Gift Cards and eGift Cards are purchased through, and distributed by, Buyatab Online Inc. ("Buyatab"). The Air Canada Gift Card is bound by these [Terms and Conditions](#) and is not affiliated with ROAR Organic Canada in any way.
- One (1) ROAR Variety Pack

The retail value of this Grand Prize is \$2000 CAD. The actual amount may vary according to the location of the airport nearest the Prize winner's place of residence. If a resident of Quebec, the retail value of this Grand Prize is \$2000 CAD.

The Grand Prize is referred to as the "**Grand Prize**" and all components collectively, the "**Prizes.**"

The Grand Prize and its components shall be accepted as awarded and cannot be transferred, substituted for another prize or exchanged, in whole or in part, for money, unless otherwise agreed to by the Sponsor and Administrator. If components/portions of the Prize are not used, no compensation will be provided to the winner and (or) to his/her guests. The Sponsor and Administrator reserve the right to substitute a prize of equivalent or greater monetary value if they are unable to award any Prize as described. The Sponsor and Administrator disclaim any warranty, representation or guarantee express or implied by fact or in law relative to any Prize, including but not limited to its quality and condition, except where prohibited by law. Any other costs or expenses associated not specifically described above will be the responsibility of selected winner. The Sponsor is not responsible if any element of the prize is delayed, postponed or cancelled for any reason.

The Sponsor and the Administrator, in their sole discretion, reserve the right to: (i) substitute all or any portion of the Prize with another prize or portion thereof of equal or greater value; (ii) limit the number of Prizes awarded to the same person, mobile phone number, email address, or physical address; and (iii) modify the Prizes, associated quantities and award schedule at any time during the Contest. Under no circumstances will the Sponsor and the Administrator be responsible for awarding and/or redeeming any items in excess of the Prizes and their respective quantities as listed above. Prizes may be different from the pictures shown in the Contest's promotional materials. Each Prize may also be subject to additional terms and conditions.

6. SUMMER HYDRATION GRAND PRIZE CONDITIONS. Travel is subject to availability and if the Prize winner is unable to travel during the Travel Period, they will be required to forfeit the Prize and an alternate winner may be selected in the Sponsors' sole discretion. All reservations are subject to the terms and conditions according to the [flight accommodations website](#).

The Prize winner and guest (if applicable) must be in possession of a valid passport and other necessary travel documents upon selection, which documents must be valid prior to, for the duration of the trip and for six (6) months beyond the date of return, or as may be required for presentation to customs officials in Canada and/or Destination. Failure to obtain necessary travel documentation will result in forfeiture of the Prize. The Prize winner and guest are solely responsible for all incidental costs and expenses not specifically referred to as part of the Prize description, including but not limited to, ground transportation not specifically mentioned (including transportation to and from the Prize winner's home), airport improvement fees, travel insurance, medical insurance, trip cancellation

insurance, connector flights, sightseeing tours and other in-Destination activities, tips, taxes (including, but not limited to, departure taxes, air seat/airline taxes and applicable federal, provincial, municipal, state and/or local taxes on the Prize), travel-related fees/surcharges, excess baggage fees, costs associated with obtaining travel documents, visas, required testing including PCR tests, antigen tests or any other similar tests, vaccinations, or items of a personal nature, additional meals, room upgrade, gratuities, and in-room movies (collectively, the “Expenses”). For clarity, the Winner is responsible for all incidental expenses ensuing from the acceptance of the Grand Prize.

The Sponsor is not responsible in the event any traveller is denied the ability to fly out of or into any particular airport, whether due to airport restrictions or otherwise, nor are they responsible for any cancellations, delays, diversions or any other changes made by any transportation and/or travel companies, hotels, air carriers, or others providing or arranging any travel or Grand Prize-related services or accommodations, including, without limitation, any resulting changes in services or accommodations. The Sponsor is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.

Any lost or stolen (mailed or shipped) tickets, travel vouchers or gift cards will not be replaced. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of the Sponsor. If the Prize, or any portion thereof, is unused, it cannot be carried forward and will be forfeited. The Prize winner and guest must comply with all applicable laws, including but not limited to, all local laws while in Destination.

7. SELECTION AND NOTIFICATION. For the purposes of this Contest, a “**Day**” shall mean a calendar day that begins at 12:00:00 a.m. ET and ends at 11:59:59 p.m. ET. A “**Week**” shall begin on Monday at 12:00:00 a.m. ET and end on Sunday at 11:59:59 p.m. ET.

The Grand Prize Draw (as defined below) will be initiated by the Administrator (human) and processed by an algorithm (computer program) that simulates a random draw (a “**Random Draw**”) to select one (1) final winner. Any attempt to manipulate or tamper with the winner selection system or the database of Entries will result in disqualification and possible criminal prosecution.

(A) Grand Prizes Draw. The Random Draw for the Grand Prize will be conducted on August 2, 2023 by 5:00pm EST from all eligible Entries received during the Contest Period (the “**Grand Prizes Draw**”). The odds of winning a Grand Prize depend on the number of eligible Entries received during the Contest Period. **Limit:** one (1) Grand Prize per entrant during the Contest Period.

Odds of winning will depend upon the total number of eligible entries received during the Contest Period.

The Sponsor and the Administrator, or their designated representative will make up to three (3) attempts to contact the selected entrants by: (i) Instagram Direct Message to the account used to complete the entry form; or (ii) email to the email address submitted at the time of Entry within five (5) business days following the Grand Prizes Draw. If the selected entrant: (i) cannot be contacted within three (3) attempts or five (5) business days of being selected (whichever occurs first); or (ii) there is a return of any notification as undeliverable, then the selected entrant will be disqualified and an alternate entrant will be randomly selected from among the remaining eligible Entries received. If

time permits, the process noted above will be repeated up to three (3) times, until a selected entrant has been contacted and the Grand Prize has been awarded or there are no eligible Entries remaining.

8. GRAND PRIZE CLAIM CONDITIONS. To be declared a winner and be awarded a Grand Prize, the selected entrant must: (i) respond to the selection notification within the time period described above; (ii) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question administered at a mutually agreed upon time; and (iii) otherwise comply with these Rules. As a condition of being declared a winner, the selected entrant may also be required to do any or all of the following: (i) supply proof of age consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification; (ii) supply proof of address consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification, (iii) supply proof that they are the Authorized Email Account Holder associated with the selected email address, and (iv) sign and return a Declaration and Release Form (the "**Release Form**"). The Release Form (among other things): (i) confirms compliance with these Rules and acceptance of the applicable Prize as awarded without substitution; (ii) releases the Sponsor, the Administrator, their respective affiliated and related companies, the prize suppliers, advertising and promotional agencies and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns from any liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iii) 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 advertising carried out by the Sponsor and the Administrator in any manner whatsoever, including print, broadcast or the Internet. The Release Form must be received by the Sponsor and/or, as applicable, the Administrator within the time period indicated on the Release Form. The Sponsor, the Administrator, and their respective agents assume no responsibility for lost, stolen, delayed, illegible, damaged, misdirected, late, or otherwise void Release Forms. In the case of the Contest, the winner's guests will also be required to sign a return a Release Form.

Declining the Prize, failing to correctly answer the mathematical skill-testing question, failing to return the properly executed Release Form within the time period indicated on the Release Form or otherwise failing to comply with these Rules will cause the Prize to be forfeited and a new Random Draw held in accordance with the process for the applicable Prize, as described above.

9. LIMITATION OF LIABILITY AND RELEASE. By participating into the Contest, entrants agree to release and hold harmless the Sponsor, the Administrator and their affiliates or related companies, advertising agencies, licensees, franchisees, partners, retailers, distributors and any other interveners related to the Contest, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all claims, cause of action, or liability, including, without limitation, any injury, death or damage to or loss of property, resulting from the participation in the Contest or misuse of any Prize.

Without limiting the generality of the foregoing, the Releasees shall not be liable for any: (1) incorrect or inaccurate information, whether caused by entrants; or an error related to the programming of the Contest; (2) technical failures of any kind, such as in particular, hardware or software errors; faulty computer; any malfunctions, inaccessibility of the Contest Website in whole or in part for any reason; service interruptions or disconnections of Internet networks, telephone lines; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; (3) unauthorized

human intervention at any stage of the Contest entry form process or participation; (4) unauthorized human intervention at any stage of the Contest entry form process or participation; (5) technical or human errors which may occur in the administration of the Contest or in the processing of Entries; or (5) any harm or prejudice suffered by persons, or any material damages resulting from participation in the Contest or acceptance, use, implementation or misuse of any Prize. If for any reason, it is confirmed that an entrant's Entry was deleted, lost, or otherwise destroyed or corrupted by error, the only remedy, which the entrant is entitled to, is requesting to obtain another Entry to the Contest, if possible.

10. **DISPUTES.** Except where prohibited, Participants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Province of Ontario. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario. 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, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

11. **PRIVACY.** The Sponsor, the Administrator, and their authorized agents will collect, use, and disclose the personal information you provide at the time of Entry to the Contest for the purposes of administering the Contest and Prize fulfillment. Winners consent to the Sponsors' and the Administrator's use of their names, photographs, cities, voices, images and/or statements, related to their Prize for publicity purposes in any manner or media including the Internet, at any time, in perpetuity, without compensation or notice.

The opportunity to receive other communications about the Sponsors' products, contests and other promotional offers may be provided by the Sponsor.

Please refer to the Sponsors' privacy policies for more information about how they manage your personal information: <https://roarorganic.ca/policies/privacy-policy>

12. **RIGHT TO MODIFY / SUSPEND / TERMINATE.** The Sponsors, the Administrator and their authorized agents reserve the right, in their sole discretion, and without notice to cancel, suspend, or modify the Contest, in all or in parts, or entrants' eligibility for any reason, including without limitation in the event of any printing, administrative error, virus, bug, unauthorized human intervention, tampering, fraud, equipment failure, security breaches or other causes which corrupt or affect the administration, security, fairness or proper conduct of the Contest.

13. DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-Related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

14. SOCIAL MEDIA

The Contest does not require social media access, the Contest is in no way sponsored, endorsed, or administered by, or associated with, the applicable third-party service, site or outlet (each, a "Third-Party Service"). To enter a Contest by means of a Third-Party Service, entrant must have a valid account with the applicable Third-Party Service and is solely responsible to ensure that the account settings allow The Sponsor to view the account as required to administer the Contest. Each entrant agrees:

- a. there is no charge to become a member of the Social Media website or like a page or become a follower or a fan;
- b. that the Third-Party Service will not be liable to the entrant by the entrant's participation in the Contest and entrant completely releases such Third-Party Service of all liability;
- c. to comply with the Third-Party Service's terms of use concerning contests and promotions;
- d. anyone found using multiple accounts to enter the Contest will be ineligible; and
- e. any questions, comments or complaints regarding the Contest should be directed to Roar and not to the Third-Party Service;
- f. by participating in the Contest, each entrant agrees to be bound by the terms and conditions, guidelines and privacy policies governing use of the Social Media website (the "Social Media Terms of Use") which are posted on the Social Media website. The entrant further agrees to be bound by the decisions of the Social Media website in the event that the Social Media website blocks or shuts down a user account due to failure to abide by the Social Media Terms of Use, such decision to be final and binding in all respects. The Social Media website reserves the right, in its sole discretion, to suspend any user account found to be in breach of the Social Media Terms of Use;
- g. all follows must be submitted in the name of an individual person and the Prize (as defined in section 5) will only be awarded to the person whose name is associated with the winning Social Media website account;

15. GENERAL CONDITIONS. The Sponsor and the Administrator reserve the right, in their sole discretion, to disqualify from this Contest any person that the Sponsor and the Administrator reasonably believe has tempered or attempted to temper with the entry process, the operation of the Contest or the Contest Website, who does not comply with these Rules or acts in a manner that goes against the spirit of the Contest or adversely or with the intent to disturb, insult, threaten, intimidate or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE CONTEST PLATFORM/APPLICATION (OR A WEBSITE LINKED THERETO) OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR AND THE ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

All decisions rendered by the Sponsor and/or the Administrator regarding any aspects of the Contest are final. The Contest is subject to all applicable federal, provincial and municipal laws. These Rules shall be governed by and construed in accordance with the laws of the participating Provinces, and the

laws of Canada, as applicable therein, without reference to its conflicts of laws principles. Any and all disputes, claims, and causes of action arising out of or connected with these Rules shall be resolved individually, and exclusively by the courts in Toronto, Ontario. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision contained herein. If any provision of these Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The paragraph headings are used for reference purposes only and shall not affect the interpretation of the Rules.

For further Contest details or inquiries contact a promotional representative at:

ROAR Organic's "ROAR x SUMMER HYDRATION CONTEST 2023"

info@drinkroar.ca

186 – 455 Danforth Avenue

Toronto, ON

M4K 1P1

Attention: Contest Entries

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