

THE JONES SODA COMPANY “SUMMER GIVEAWAY” SWEEPSTAKES OFFICIAL RULES

The Jones Soda “Summer Giveaway” Sweeps (the “Contest”) starts on July 14th, 2023 at 3:01 a.m. EST and ends on August 31st 2023 at 11:59 p.m. EST (“Contest Period”). NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

ELIGIBILITY: Contest is open to legal residents of Canada who are 17 years of age or older. If winners are under legal age and/or considered a minor in their jurisdiction of residence, the prize may be awarded in the name of their parents. Employees of Jones Soda Co. (“Sponsor”) and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, 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. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws. This Contest is in no way sponsored, endorsed or administered by and of sponsors distributors, partners or any of their affiliates. You understand that you are providing your information to the Sponsor.

HOW TO ENTER: During the Contest Period, entries will be accepted through the Jones Soda Website, JonesSoda.com (the “Website”). To enter, users must go to the contest page and fill out the entry form. By submitting your information online you are agreeing to the Official Rules of the Contest. Entrants are not permitted to enter with multiple accounts. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different social accounts, email addresses, identities, registrations and logins, or any other methods will void that Entrant’s Entry and that Entrant may be disqualified. Each potential winner may be required to show proof of being an authorized account holder. In the event of a dispute regarding the identity of a User, a person who can demonstrate the ability to log into the applicable account with the correct username and password will be deemed the User who submitted the entry.

NUMBER OF ENTRIES: A user is allowed one (1) unique entry during the course of the contest. Validation by user name, email address, ip address, etc. will be used to regulate eligibility. In the event a winner is picked who had more than the allowed

number of entries, prize will be forfeit the prize due to ineligibility. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. All Entries become the sole property of the Sponsor.

ODDS OF WINNING: The odds of winning depend on the number of eligible entries received.

ALTERNATE METHOD OF ENTRY: No purchase necessary. Entries may also be submitted by sending a postcard with name, address, city/province, state, zip code, and phone number to Jones Soda, Attn: Jones Summer Giveaway Personnel, 4786 1st Avenue South, Suite 103, Seattle, WA 98134. Alternate entries must be postmarked by August 31st 2023 and received by sponsor no later than September 5th 2023.

CONTEST PRIZE WINNER SELECTION AND NOTIFICATION: At the end of the Contest Period, Jones Soda will choose three (3) Prize winners at random from all valid entries entered to the contest on or around September 6th 2023. Winners will be notified by a representative of Jones Soda via email. Winners will have 3 days to respond and confirm email and mailing address for prizes to be sent to. In the event winner fail to respond within 3 days of message being sent, they will forfeit said prize and an alternate winner will be selected and Jones will go through same process as noted above. The Sponsor shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. Prize winners must meet eligibility rules. Winners will be notified by e-mail and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within 7 days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a selected winner or a selected winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner will be selected. If a selected winner is at least 18 but still considered a minor in their jurisdiction of residence, prize may be awarded in the name of their parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

PRIZE(S): Three (3) prize bundles which include: Twelve (12) coupons redeemable

for one free Jones Soda, one (1) Jones Frisbee, one (1) Jones Towel, one (1) Jones Crossbody Bag, and one (1) Jones Hat. Approximate Retail Value (ARV) of bundle is US \$100.00. All prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner may not substitute, assign or transfer prize or redeem prize for cash. Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Sponsor is not responsible for lost or broken prizes (swag or soda).

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, their affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of a prize; and (c) to the use of their name, voice, performance, photograph, caption, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and for a period of ten (10) years by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.

MISCELLANEOUS: Entrant acknowledges that Sponsor cannot control certain factors relating to use of Social Platforms, including, without limitation, errors, cancellation of accounts or technical malfunctions that may affect any Entrant's ability to enter, win, view, be advised of, be eligible for or be properly considered in the Contest. Social Platforms are not sponsors, do not endorse, and are in no way affiliated with the Contest. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or

garbled entries, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the Website, the Application, the processing of entries, the announcement of the prize[s], or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest, the Website or Application, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Contest, Website or Application be, in Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest (or portion thereof) and, if terminated, at its discretion, select the potential winner[s] from among all non-suspect, eligible entries received prior to action taken.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE (OR SOCIAL MEDIA) OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

USE OF INFORMATION: By participating in the Contest, each entrant agrees that information submitted via the Website and/or the App in connection with the Contest will be subject to Sponsor's Privacy Policy available at

Jonessoda.com/privacy-policy (the “Privacy Policy”) and may be used as permitted pursuant to the Privacy Policy, and may also be used as determined by Sponsor in connection with the administration of the Contest (including winner notification and provision of winners’ names when requested).

WINNERS’ LISTS: For the name of the winner[s] (available after August 31st 2023) send a self-addressed, stamped, envelope by November 30th 2023 to: Jones Soda Summer Giveaway, 4786 1st Avenue South, Suite 103. Seattle, WA 98134.

SPONSOR: Jones Soda Co., Seattle, WA.