

**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® *Real Refreshment Real Winnings* (the “**Contest**”) is brought to you by Canada Dry Mott’s Inc. (the “**Sponsor**”) and begins on May 2, 2022 at 12:00:00 p.m. Eastern Time (“**ET**”) and ends on August 29, 2022 at 11:59:59 a.m. 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 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 (including, but not limited to, participating foodservice/on premise/convenience locations) (collectively, the “**Contest Parties**”).

**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.

**PART A: DAILY PRIZES (RULES 4 – 10)**

**4. HOW TO OBTAIN A PIN CODE // RECEIPT:**

**NO PURCHASE NECESSARY.** At the start of the Contest, there will be a total of 12,494,880 unique 12-digit alphanumeric personal identification numbers (each, a “**PIN**” and collectively, the “**PINs**”) available for distribution, while supplies last. There are three (3) ways to obtain a PIN, while supplies last, as follows:

- a. During the Contest Period, you will receive one (1) PIN, while supplies last, with the purchase of one (1) of the following Participating Products (each, a “**Participating Product**” and collectively, the “**Participating Products**”) from a participating retailer in Canada;
  - 500 mL, 1 Litre, 2 Litre, and 12 x 355 mL Canada Dry® Ginger Ale
  - 500 mL, 2 Litre and 12 x 355 mL Canada Dry® Diet Ginger Ale
  - 12 x 355 mL Canada Dry® Tonic Water
  - 2 Litre and 12 x 355 mL Canada Dry® Club Soda
  - 12 x 355 mL Canada Dry® Club Soda Triple Berry
  - 12 x 355 mL Canada Dry® Club Soda Lemon-Lime

Not all Participating Products are available in all regions or at all participating retailers. Your PIN will be imprinted: (i) under the cap of specially-marked bottles; or (ii) inside specially-marked cartons.

- b. **NO PURCHASE NECESSARY.** Alternatively, to obtain one (1) PIN, while supplies last, without making a purchase, print your first name, last name, telephone number, date of birth and complete mailing address (including postal code) on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with: (i) a handwritten 100 word (or more) unique and original essay explaining *How does Canada Dry help make your summer more refreshing?*; and (ii) a self-addressed pre-paid stamped envelope with sufficient return Canadian postage; to the following address: *Canada Dry NPN PIN Request, c/o BrandfireCX, 3375 North Service Rd A12-15, Burlington, ON L7N 3G2* (collectively, the “**Request**”). Upon receipt of a valid Request in accordance with these Rules, you will receive one (1) randomly selected PIN per unique and original Request per envelope with sufficient Canadian postage. To be eligible, a Request must: (i) be received separately in a single envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received by no later than **August 13, 2022** to allow Sponsor sufficient time to mail back the PIN via regular mail. The Contest Parties 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).

**IMPORTANT NOTE:** Each PIN is unique and can only be used one (1) time in this Contest. Each PIN will automatically expire after its first use or on **August 29, 2022 at 11:59:59 a.m. ET** (whichever occurs first). Please retain the original PIN for your records. All PINs submitted are subject to verification in the sole and absolute discretion of the Sponsor. Potential winners may also be required to submit their original product cap, carton, card and/or original reply letter (for a no purchase entry Request) with PIN matching their eligible winning Entry in order to be awarded a Prize. Any PIN and/or other materials that cannot be verified to the complete satisfaction of the Sponsor, in its sole and absolute discretion, is/are subject to immediate disqualification (in which case the Entry associated with such PIN will be declared null and void and any rights to any Prize associated with such PIN will be forfeited in their entirety).

## 5. HOW TO ENTER:

Once you have a unique and valid PIN legitimately obtained in accordance with Rule 4 a. or b., visit [www.canadadry.ca](http://www.canadadry.ca) and click on the “Real Refreshment Real Winnings” contest button and follow the on-screen instructions to obtain the Official Contest Entry Form (the “**Entry Form**”). Fully complete the Entry Form with all required information, which includes (among other things) a requirement to enter your PIN in the space provided. Once you have fully completed the Entry Form with all required information and have agreed to the Rules, follow the on-screen instructions to submit your completed Entry Form (each, an “**Entry**” and collectively, the “**Entries**”). To be eligible, an Entry must be submitted and received in accordance with these Rules during the Contest Period. Once your Entry is complete, you will automatically be notified on-screen as to whether or not you are the eligible winner of a Daily Prize (See Rule 8).

## 6. ADDITIONAL ENTRY RULES:

There is no limit to the number of Entries per person – but, each Entry must relate to a unique and valid PIN // Receipt legitimately obtained in accordance with these Rules. 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: (i) use multiple names, multiple identities, multiple email addresses, 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; (ii) falsely enter a PIN // Receipt without legitimately obtaining a PIN // Receipt in accordance with these Rules; (iii) re-enter a PIN // Receipt a subsequent time after its first use; and/or (iv) enter a PIN // Receipt that has been falsified, manipulated or otherwise altered in any way (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) the Entry Form is not fully completed with all required information (including, but not limited to, providing a unique and valid PIN // Receipt legitimately obtained in accordance with these Rules) and 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).

## 7. VERIFICATION:

All Entries, Requests, PINs and Receipts 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, PIN, Request, Receipt 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. Further, the Sponsor reserves the right to request the original PIN // Receipt for the purposes of verification.

Failure to provide such proof (including, if required, providing the original PIN // Receipt and/or other materials) 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.

## 8. DAILY PRIZES:

At the start of the Contest Period, there will be a total of two thousand eight hundred and eighty (2,880) Daily Prizes (each, a “**Daily Prize**” and collectively, the “**Daily Prizes**”) available to be won twenty-four (24) Daily Prizes per Day, as follows:

Daily Instant Win Prize Description	Approximate Retail Value (CAD)	Number Available at Start of Contest Period†
Coupon for one (1) Free 2L bottle of Canada Dry®	\$2.99	1,528
Coupon for one (1) Free Canada Dry® 12-pack	\$6.99	425
Canada Dry® Branded Can Koozie	\$6.00	575
Canada Dry® Branded T-Shirt	\$35.00	100
Canada Dry® Branded Rolling Can Cooler	\$199.00	25
Canada Dry® Branded Picnic Basket Cooler	\$35.00	5
Canada Dry® Branded Portable Cornhole Game	\$150.00	5
Keter® Unity BBQ & Storage Table	\$279.00	5
Keter® Solana 70 Gallon Storage Bench	\$399.99	5
Napoleon® Rogue SE Grill	\$1,499.00	4
Napoleon® 18" Charcoal Kettle	\$149.00	4
Keurig® K-Supreme™ Coffee Maker	\$229.99	10
Keurig® K-Slim™ Coffee Maker	\$139.99	25
Keurig® K-Mini Plus® Coffee Maker	\$109.99	42
\$50 Keurig.ca Promo Code (Expiry Date: December 31, 2022)	\$50.00	50
Westjet® \$500 CAD Gift Card	\$500.00	20
Peerless® 55" Outdoor TV	\$2,599.99	4
Shell® Electronic Scooter	\$1,099.99	5
Klipsch® True Wireless Headphones	\$149.99	10
IQ® Wave Waterproof Speaker	\$99.99	10
Monster® Mini Projector	\$150.00	10
Monster® Smart Indoor/Outdoor Lamp	\$69.99	12
2022 Subaru® Crosstrek® SUV	\$26,195.00	1

† The number of Daily Prizes available to be won will diminish as Daily Prizes are awarded during the Contest Period.

Each Daily 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). Sizes and colours will depend on availability and will be distributed at the sole discretion of the Sponsor. No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Daily Prize or a component thereof 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: (i) one (1) Daily Prize (coupon) per person; and (ii) one (1) Daily Prize (non-coupon) per person.

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

Specifically for the vehicle prize (the "**Vehicle Prize**") available to be won in relation to this part of the Contest, it consists of one (1) 2022 Subaru Crosstrek SUV Convenience package with EyeSight® having an approximate retail value of \$26,195 CDN. The Vehicle Prize includes destination/freight charges and all applicable fees and taxes. Without limiting the generality of the foregoing, the following general conditions apply to the Vehicle Prize: (i) Vehicle 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); (ii) no substitutions except at Sponsor's option; (iii) Sponsor reserves the right at any time to substitute the Vehicle Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (iv) colour and other specifics of the Vehicle Prize will be at the sole and absolute discretion of the Sponsor and subject to availability; (v) manufacturer's standard warranty applies to the Vehicle Prize; (vi) upon notification, the confirmed Vehicle Prize winner may, in the sole and absolute discretion of the Sponsor, be required to personally take delivery of the Vehicle Prize from a location within Canada reasonably close to his/her place of residence in Canada as determined by Sponsor, in its sole and absolute discretion, and will be required to present adequate personal identification (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification); (vii) Vehicle Prize will not be released unless and until the confirmed Vehicle Prize winner first shows proof (in a form acceptable to the Sponsor) of having a valid driver's license (equivalent to a full "G" class license in Ontario) in the province/territory in which he/she resides and proof (in a form acceptable to the Sponsor) of satisfactory insurance; (viii) confirmed Vehicle Prize winner is solely responsible for all expenses that are not included in the Vehicle Prize description above, including, but not limited to: registration and license fees, insurance, additional accessories and all

other costs associated with: (a) any upgrade or option package(s) that he/she may request (and that may be permitted by Sponsor in its sole and absolute discretion); and/or (b) obtaining a valid driver's license, license plates, registration, insurance and/or fuel. In the event that the potential Vehicle Prize Winner does not have a valid drivers' license, for any reason, that Vehicle Prize Winner may transfer the Vehicle prize to a direct family member, defined as his /her spouse, parent, sibling or child who does have a valid drivers' license and who will then be considered the eligible Vehicle Prize Winner.

**The approximate retail value of THE VEHICLE prize as noted in the prize table above is current as of APRIL 1, 2022. Under no circumstances whatsoever will any difference between the actual retail value of THE VEHICLE prize as at the time of prize FULFILMENT and the approximate retail value of THE VEHICLE prize noted above be awarded. For the avoidance of any doubt, THE VEHICLE prize consists of the vehicle and not the actual value of the vehicle.**

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Daily 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 either the Sponsor or any of the other Released Parties should his/her Daily 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 Daily Prize each confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Daily Prize or a component thereof does not prove satisfactory, either in whole or in part.

#### **9. ELIGIBLE DAILY PRIZE WINNER SELECTION PROCESS:**

Once you have submitted an eligible Entry in accordance with these Rules, you will automatically be notified on-screen as to whether or not you are the eligible winner of a Daily Prize. If you are eligible to win a Daily Prize, then you will automatically be notified on-screen with a message indicating that you are eligible to win the applicable Daily Prize (the "**Winning Message**"). If you are not eligible to win a Daily Prize, then you will automatically be notified on-screen accordingly (the "**Non-Winning Message**"). During the Contest Period, there are a total of twenty-four (24) winning times (each a "**Winning Time**" and collectively, the "**Winning Times**"). Winning Times will be randomly generated and randomly seeded for each Day of the Contest Period with twenty-four (24) Winning Times per Day. The first eligible entrant who submits an eligible Entry in accordance with these Rules on or immediately after a Winning Time will receive a Winning Message and will be eligible to win the Daily Prize associated with that Winning Time. If no eligible Entry is submitted on or after a Winning Time before the next Winning Time, the eligible entrant who first submits an eligible Entry following the second Winning Time will be eligible to win only the Daily Prize associated with the first Winning Time. The next eligible entrant who submits an eligible Entry following this will then be eligible to win the Daily Prize associated with the second Winning Time (and so forth). Any discrepancy between the Daily Prize listed in the on-screen notification of a Winning Message (or otherwise) or on the Declaration and Release form (where applicable) will default to the Daily Prize listed in the Sponsor's official Contest database. The odds of winning a Daily Prize depend on the number and timing of eligible Entries submitted and received in accordance with these Rules.

#### **10. ELIGIBLE DAILY PRIZE 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 A WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS A CONFIRMED DAILY PRIZE WINNER, each 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). By participating in the Contest and accepting a Daily Prize, each eligible winner hereby: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Daily Prize (as awarded); (iii) releases the Sponsor and all of the other 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 Daily Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory 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. **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. 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; (c) cannot accept (or is unwilling to accept) the applicable Daily 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 Daily Prize). Any forfeited or unclaimed Daily Prize(s) in this Contest will NOT be awarded – except in the sole and absolute discretion of the Sponsor.

**PART C: GENERAL CONDITIONS (RULES 11-21)**

11. 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. 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.
12. 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.
13. The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, 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. 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, subject only to the approval of the Régie in Quebec, 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. Without limiting the generality of the forgoing, 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.
14. 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.*
15. The approximate retail values as stated by the Sponsor in point of sale advertising, and other advertising, promotion materials, the contest microsite 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.
16. 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 prize 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.
17. 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: [www.canadadry.ca](http://www.canadadry.ca)). 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.
18. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, 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.

19. 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.
20. 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.
21. 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 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.

**Canada Dry is a trademark of Canada Dry Mott's Inc. All other trademarks are the property of their respective owners.**