THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY, AS DESCRIBED BELOW, AND IS GOVERNED BY CANADIAN LAW

NO PURCHASE NECESSARY. PLEASE SEE RULE 4 FOR INFORMATION RELATING TO HOW TO ENTER WITH OR WITHOUT A PURCHASE.

1. KEY DATES:

The *Mott's Fruitsations*[®] 2021 *RESP Contest* (the "**Contest**") is brought to you by Canada Dry Mott's Inc. (the "**Sponsor**") and is being managed and implemented by Mosaic Sales Solutions (hereinafter the "**Representative**"). The Contest begins on August 5, 2021 at 12:00:00 a.m. Eastern Time ("**ET**") and ends on September 30, 2021 at 11:59:59 p.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 a.m. ET and ending at 11:59:59 p.m. ET on the following day.

2. ELIGIBILITY:

Contest is open only to residents of Canada who have reached the age of majority in their province or 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.

4. HOW TO ENTER:

During the Contest Period, purchase any Mott's Fruitsations[®] product (a "**Qualifying Product**"). For a full list of our products please visit <u>https://www.mottsfruitsations.ca</u>.

Upon completing your purchase of any Qualifying Product, you will be issued a sales receipt (a "**Receipt**"). The sales receipt must clearly list a Qualifying Product to be considered a "**Valid Sales Receipt**". *For details on how to enter without making a purchase please see section 4(b) below.*

Once you have a Valid Sales Receipt legitimately obtained in accordance with these Rules, you must complete the following steps:

a. IF YOU HAVE A VALID SALES RECEIPT:

Step 1: Take a photograph or screen shot of your paper or digital Receipt in its entirety (the "**Photo**"). You are encouraged to blank out any personal information (including payment information) that appears on the Receipt. The Photo must show: (i) the purchase of a Qualifying Product; (ii) the participating retailer name and address; and (iii) the date and time of the transaction (which must be during the Contest Period).

Maximum File Size: 10 MB; Supported File Types: JPG, JPEG, PNG, PDF.

- <u>Step 2</u>: Follow the on-screen instructions at www.MottsFruitsations.ca/Contest (the "**Receipt Upload Website**") using a compatible internet browser. Follow the prompts to: (i) upload your Photo of the Receipt; (ii) fully complete the entry form (the "**Entry Form**") with all required information; and (iii) signify your agreement that you have read and agree to be legally bound by these Rules. You will also need to select one (1) of the five (5) Activity Prizes, which you will win, in the event that you are declared a potential winner:
- Step 3: Once your receipt is validated, you will receive an email confirming your Entry into the Contest.

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 earn one (1) Entry in the random draw for the Prizes (See Rule 8).

b. TO ENTER WITHOUT MAKING A PURCHASE:

NO PURCHASE NECESSARY. To enter the Contest without making a purchase: (i) print your first name, last name, telephone number, date of birth, province of residence, email address and Activity Prize selection on a plain white piece of paper and mail it (in an envelope bearing sufficient Canadian postage) along with (ii) a handwritten 25 word (or more) unique and original paragraph explaining "Why you would like to win a Prize?" (collectively, the "**NPN Request**") to:

Mott's Fruitsations[®] 2021 RESP Contest 2075 Robert-Bourassa Blvd, Suite 310 Montreal, QC H3A 2L1

To be eligible, a NPN 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 September 10, 2021 to allow Sponsor sufficient time to manually enter your request 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 NPN Requests (all of which are void).

To be eligible, an Entry must be submitted and received in accordance with these Rules during the Contest Period. Once your NPN Request is complete, you will automatically earn one (1) Entry in the random draw for the Prizes (See Rule 8). An email confirming receipt and entry into the contest will be sent to you by the Sponsor' promotional agency.

IMPORTANT NOTE: Each Receipt can only be used one (1) time in this Contest (regardless of how many Qualifying Products may be identified on the Receipt). **Limit of two (2) entries per day regardless of method of entry**. Each Receipt will automatically be void for the purposes of this Contest after its first use or on <u>September 30, 2021 at 11:59:59 p.m. ET</u> (whichever occurs first). Please retain the original Receipt for your records. All Receipts submitted are subject to verification in the sole and absolute discretion of the Sponsor. Any Receipt 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 Receipt will be declared null and void and any rights to any Prize associated with such Receipt will be forfeited in their entirety).

5. ADDITIONAL ENTRY RULES & CONDITIONS:

All entries become the property of the Sponsor and will not be returned.

There is no limit to the number of Entries per person except as described above– but, each Entry must relate to a unique Valid Sales Receipt or NPN Request 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 Receipt without legitimately obtaining a Receipt in accordance with these Rules; (iii) re-enter a Receipt a subsequent time after its first use; and/or (iv) enter a Receipt/NPN Request 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 Photo of a unique and valid 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).

6. ENTRY VERIFICATION:

All Entries, NPN Requests, Receipts, and entrants 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, NPN 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 Receipt or NPN Request 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.

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:

The following prizes (each, a "Prize" and collectively the "Prizes") are available to be won:

a. <u>ACTIVITY PRIZES</u>

There are a total of one hundred (100) activity prizes (each, an "Activity Prize" and collectively the "Activity Prizes") available to be won. Each Activity Prize consists of one (1) of five (5) Crayola product sets with an approximate retail value of \$50.00 CDN each. The Activity Prize awarded to each potential winner will be the one they selected when filling out the Entry Form, or the one stipulated in the NPN Request.

The Activity Prizes are described as follows:

- 1. My First Crayola, consisting of a Light-Up Activity Board, a Washable Tripod Grip Crayons, a Colour & Shapes Sticker Activity Book (Paw Patrol), a Washable Tripod Grip Markers and My First Crayola Colour & Shapes Sticker Activity Book (Disney Baby)
- 2. Color Wonder, consisting of a Color Wonder Mess-Free Magic Light Brush, a Color Wonder Mess-Free Colouring Pad, a Color Wonder Mess-Free Mini Markers Classic, 10 count and Color Wonder Mess-Free Colouring Pages & Mini Markers (Oh So Cute!)
- 3. Colouring Set, consisting of an Inspiration Art Case, a Giant Colouring Pages (Paw Patrol), a Giant Colouring Pages (Baby Shark), a Colouring & Sticker Book (My Little Pony) and a Colouring Book (Blues Clues)
- 4. Scribble Scrubbie Set, consisting of Scribble Scrubbie Pets Scrub Tub Playset, Underwater Playset and Scribble Scrubbie Pets 2-Pack, Rabbit and Hamster
- 5. Steam Kit, consisting of a Colour Chemistry Arctic Lab Set and a Gross Science Lab Kit

Each Activity 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 are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Activity Prize with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award.

b. <u>GRAND PRIZE</u>:

There are three (3) Grand Prizes (each, a "**Grand Prize**" and collectively the "**Grand Prizes**") available to be won consisting of ten-thousand Canadian dollars (\$10,000 CDN) awarded through the form of a cheque.

The Grand Prizes must be accepted as awarded and are not transferable nor assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Grand 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.

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

On October 6, 2021 in Montreal, Quebec at approximately 3:00 p.m. ET, three (3) eligible entrants will be randomly selected from among all eligible Entries received in accordance with these Rules to award the Grand Prizes and one hundred (100) eligible entrants will be randomly selected from among all eligible Entries received in accordance with these Rules to award the Activity Prizes. The odds of winning a Grand Prize or an Activity Prize depend on the total number of eligible Entries submitted and received in accordance with these Rules during the Contest Period. Each entrant can win a maximum of one (1) Prize throughout the Contest Period.

9. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible winner of a Prize (using the information provided on the Entry Form) within ten (10) business days of selection. If an eligible winner cannot be contacted as outlined above, 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 Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner for such Prize 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 VERIFICATION & CONDITIONS OF SELECTION

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.

a. SKILL TESTING QUESTION

BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, and receive any prize, 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).

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 any 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 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, a confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if his/her 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) where applicable, fails to properly execute and return any required Contest documents within the specified time; (c) declines, 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). Any forfeited or unclaimed Prize(s) in this Contest will NOT be awarded – except in the sole and absolute discretion of the Sponsor.

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 the Website or any other website or 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 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.

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.

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 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, 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, including without limitation any of the causes contemplated in this paragraph. 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.

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 Sponsor and all of the other Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof.

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, 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 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 participant 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.mottsfruitsations.ca/en/privacy). 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: *Mott's Fruitsations*[®] 2021 RESP Contest, c/o Mosaic Sales Solutions, 2075 Robert-Bourassa Boulevard, Suite 310, Montreal, Quebec, H3A 2L1 between November 8, 2021 and December 6, 2021. Winners' names will be available once all winners are verified and confirmed.

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