

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY, AS DESCRIBED BELOW,  
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 *McCafé® VIP 2022 Contest* (the “**Contest**”) is brought to you by Keurig Canada Inc. (the “**Sponsor**”) and is being managed and implemented by Mosaic Sales Solutions (hereinafter the “**Representative**”). The contest begins on June 23, 2022 at 12:00 a.m. Eastern Time (“**ET**”) and ends on September 30, 2022 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 same 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, prize suppliers, advertising/promotion agencies, its Representative, McDonald’s Restaurants of Canada Limited, its franchisees and employees thereto, and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (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.

**4. HOW TO OBTAIN A RECEIPT // ENTRY:**

NO PURCHASE NECESSARY. There are two (2) ways to obtain an entry (an “**Entry**”) for a chance to win a Prize (as defined below) as follows:

- a) With a Receipt: During the Contest Period, upon purchase of any one (1) of the following participating McCafé® retail coffee products (each, a “**Qualifying Product**” and collectively, the “**Qualifying Products**”), you will be issued a sales receipt (a “**Receipt**”). To obtain an Entry in this Contest, the sales receipt must clearly list a Qualifying Product to be considered a valid Receipt under these Rules. See list of Qualifying Products in Appendix A. Once you have a Receipt legitimately obtained in accordance with these Rules, you must complete the following steps:

**Step 1:** Take a photograph or screen shot of your paper or digital Receipt in its entirety (the “**Photo**”). You are encouraged to remove or obscure 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.

**Step 2:** Follow the on-screen instructions at [www.McCafeVIP.ca](http://www.McCafeVIP.ca) (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.

**Step 3:** Once your Receipt is validated, within twenty-four (24) to forty-eight (48) hours of the upload, you will receive an email confirming your Entry into the Contest and a confirmation of whether you were selected as eligible to win a Prize.

- b) Without a Purchase/Receipt: Alternatively, to obtain one (1) Entry in the Contest for a chance to win a Prize without making a purchase, follow the on-screen instructions at [www.McCafeVIP.ca/amoe](http://www.McCafeVIP.ca/amoe) the “**No Purchase Necessary Website**”) using a compatible internet browser. Follow the prompts to: (i) fully complete the entry form (the “**NPN Entry Request**”) with all required information; (ii) complete the 350-character minimum unique and original paragraph (in Sponsor’s or its Representative’s discretion) explaining “Why I Want to Win one of the Prizes”; and (iii) signify your agreement that you have read and agree to be legally bound by these Rules. Upon receipt of a valid NPN Entry Request in accordance with these Rules, you will receive one (1) Entry per unique and original NPN Entry Request within twenty-four (24) to forty-eight (48) hours of the NPN Entry Request. If the NPN Entry Request is deemed valid, the Entry will be confirmed via email, in which you will also be notified as to whether you were selected as eligible to win a Prize. To be eligible, an NPN Entry Request must: (i) be unique and not a copy of previously entered NPN Entry Request submitted by you or any other participant; and (ii) be submitted during the Contest Period and received by no later than the end of the Contest Period.

**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 the method of Entry. Each Receipt will automatically be void for the purposes of this Contest after its first use or on **September 30, 2022 at 11:59:59 p.m. ET** (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:**

There is no limit to the number of Entries per person – but, each Entry with a Receipt must relate to a unique 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 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 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 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 rejected, late, lost, misdirected, delayed or incomplete Entries or NPN Entry Requests (all of which are void).

## **6. VERIFICATION:**

All Entries, NPN Entry Requests, 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, NPN Entry 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 Entry Request for the purposes of verification. Failure to provide such proof (including, if required, providing the original Receipt, NPN Entry 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.

## 7. PRIZES:

At the start of the Contest Period, there will be a total of one thousand six hundred and three (1,603) prizes (each, a “Prize” and collectively, the “Prizes”) available to be won in relation to this Contest, as follows:

PRIZE DESCRIPTIONS	NUMBER AVAILABLE AT THE START OF THE CONTEST PERIOD*
\$10,000 CAD McDonald’s® card	3
Keurig® K-Duo® Brewer Bundle (ARV: \$250 CADEA)	100
\$100 CAD grocery retailer gift card to either Walmart Inc., Sobeys Inc., or Loblaw Companies Ltd., as randomly selected by the Sponsor	400
McDelivery® Prize; i.e., a \$50 CAD food service delivery gift card to DoorDash, SkipTheDishes or Uber Eats, as randomly selected by the Sponsor	100
4x \$5 CAD McDonald’s® card (\$20 CAD total)	1,000

*\*The number of Prizes available to be won will diminish as they are awarded during the Contest Period.*

The approximate retail value of the Prizes above is \$120,000 CAD. Each 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 Prize with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award or, for the McDelivery® Prize, a McDonald’s card.

## 8. ELIGIBLE PRIZE WINNER SELECTION PROCESS:

Once you have submitted an eligible Entry in accordance with these Rules, you will, within 48 hours receive an email confirming your entry. In that same email, you will be notified as to whether you were selected as eligible to win a Prize (the “**Winning Message**” or “**Non-Winning Message**”). Winning times (each, a “**Winning Time**” and collectively, the “**Winning Times**”) will be randomly generated and randomly seeded for each Day of the Contest Period. The first eligible entrant who submits an eligible Entry in accordance with these Rules on or after a Winning Time will receive a Winning Message and will be eligible to win the 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 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 Prize associated with the second Winning Time (and so forth). Any discrepancy between the Prize listed in the Winning Message, Non-Winning Message or on the declaration and release form (where applicable), will default to the Prize listed in the Sponsor’s official Contest database. The odds of winning a Prize depend on the number and timing of eligible Entries submitted and received in accordance with these Rules. **Each entrant can win a maximum of five (5) Prize throughout the Contest Period.**

## 9. ELIGIBLE 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 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 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, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, 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. **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 (where applicable) prior to confirming the eligible winner as a confirmed winner of a Prize in accordance with these Rules. 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.

#### **10. PRIZE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated Representative will make a minimum of three (3) attempts to contact each eligible Prize winner (using the information available to the Sponsor) within ten (10) business days of selection as an eligible Prize winner. If an eligible Prize winner cannot be contacted within ten (10) business days of the Sponsor's first attempted contact, or if there is a return of any notification as undeliverable and/or if any correspondence is not responded to; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Prize winner in accordance with the applicable procedures as outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible Prize winner).

Upon returning the completely filled out Declaration & Release Form and correctly answering the skill-testing question, please allow 6-8 weeks for your prize to arrive. If you do not receive your prize after 8 weeks, please contact the Contest Administration Representative at [ContestSupport@kdrp.com](mailto:ContestSupport@kdrp.com).

#### **11. 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.

**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.

The Released Parties will not be liable for: (i) any failure of [www.McCafeVIP.ca](http://www.McCafeVIP.ca) (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.

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.

*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.*

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.

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.

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

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.

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 a list of Prize winners, send a prepaid, self-addressed stamped envelope to the following address: *McCafé® VIP 2022 Contest*, c/o Mosaic Sales Solutions, 2075 Robert-Bourassa Boulevard, Suite 310, Montreal, Quebec, H3A 2L1 between November 7, 2022 and December 16, 2022. Winners' names will be available once all winners are verified and confirmed.

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**APPENDIX A – LIST OF QUALIFYING PRODUCTS**

<b>PRODUCT NAME</b>	<b>UPC CODE</b>
MCAF KC RFA PREMIUM RST MED-DK 12CT	663447608248
MCAF KC RFA PREM RST MED-DK DECAF 12CT	663447608255
MCAF KC RFA ESPRESSO RST 12CT	663447608613
MCAF KC RFA PREMIUM RST MED-DK 24CT	663447608323
MCAF KC RFA PREM RST MED-DK DECAF 24CT	663447608330
MCAF KC RFA ESPRESSO RST 24CT	663447608491
MCAF KC RFA PREMIUM RST MED-DK 30CT	663447608262
MCAF KC RFA PREM RST DECAF 30CT	663447608521
MCAF KC RFA ESPRESSO RST 30CT	663447608507
MCAF KC RFA PREM RST MED-DK 48CT N	663447608279
MCAF KC RFA PREMIUM RST MED-DK 80CT	663447608712
MCAF ESPRESSO RFA BEAN 300G	663447608200
MCAF PREM RST MED-DK RFA BEAN 900G	663447608231
MCAF PREM RST MED-DK RFA GRD 340G	663447608217
MCAF PREM RST MED-DK DECAF RFA GRD 340G	663447608224
MCAF CAN PREM RST MED-DK RFA GRD 950G	663447608347
MCAF RFA PREMIUM RST MED-DK GRD 1.36KG	663447608354
MCAF PREMIUM RST MED-DK TASS 14CT	66188003103
MCAF TASSIMO PREMIUM RST DEC MD-DK 14CT	66188003257
MCAF KC RFA PREM RST MED-DK DECAF 48CT	663447608835
MCAF KC RFA ESPRESSO RST 48CT	663447608828
MCAF PREM RST MED-DK RFA BEAN 300G	663447608842
MCAF PREMIUM ORGANIC RST GRD 300G	663447608897
MCAF PREMIUM ORGANIC RST BEAN 300G	663447608880
MCAF KC PREMIUM ORGANIC ROAST 10CT	663447608873
MCCAF KC PREMIUM ROAST DECAF 80CT	663447608927