

BOOSTER JUICE
"2024 Concert Contest"
CONTEST RULES

THE BOOSTER JUICE ***"2024 Concert Contest"*** (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS CAN BE ANY AGE; WINNERS UNDER THE AGE OF 15 MUST CLAIM THEIR CONTEST PRIZE WITH SOMEONE OVER THE AGE OF MAJORITY IN THEIR RESPECTIVE PROVINCE. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

1. ELIGIBILITY. To be eligible for the Contest, an individual must:

- (a) Be a legal resident of Canada, excluding residents of the province of Quebec.
- (b) Participants must be over the age of 15 to claim their contest prize, if the entrant has not yet reached the age of majority in the province/territory of his/her residence, a) he/she will need to provide the Sponsor with their parent/legal guardian's email address and phone number; and b) his/her parent or legal guardian must deliver the Release (as defined below) and claim the prize.
- (c) No purchase necessary.

Employees of AW Holdings Corp., Booster Juice Franchise locations (the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

2. CONTEST PERIOD.

The Contest begins at 7:00 a.m. Eastern Standard Time ("EST") on April 19, 2024, until 11:59pm EST on May 19, 2024 (the "Contest Period") after which time the Contest will be closed and no further entries will be accepted.

3. HOW TO ENTER.

The promotional code "BOOSTERA13" will be shared on the national Booster Juice social media accounts for Facebook, Instagram, and X (@boosterjuice on all respective platforms). Participants will be invited to enter this promotional code on the Booster Rewards App to receive 13 Berry Points (loyalty app points valued at \$1.00 CAD per point), as well as one entry into a draw for a prize which will consist of two Eras Tour concert tickets and one-night accommodation. Prize cannot be substituted with cash value; the prize must be accepted as stated.

4. PRIZES.

There is a maximum of one (1) prize available to be won by one (1) prize winner ("Prize Winner") which will consist of one (1) night accommodation and two (2) Eras Tour concert tickets for the Rogers Centre in Toronto, Ontario. The tickets can be used for one (1) of six (6) concert dates, including: November 14, 15, 16, 21, 22, or 23, 2024. The winner can submit a request for their preferred concert date and hotel once the prize has been announced and claimed, however, the Winner and the Sponsors must be in final agreement of the accommodation details and price.

- (a) The prize will be awarded in the form of two (2) concert tickets for the Prize Winner and his/her guest (the "Guest"). Accommodation for one (1) night will be granted to the Winner and Guest, with one (1) room based on occupancy for two (2). All arrangements and details will be handled and selected by Sponsors at their sole discretion for the Winner and Guest.
- (b) Prize has an approximate value of \$5,000 CAD. Actual value of Prize will depend on the accommodations. The prize cannot exceed this amount.

- (c) Prize Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) Prize will be distributed after Prize Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- (e) Prize must be accepted as awarded and cannot be transferred, assigned, substituted, or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if the Prize(s) (or any portion thereof) cannot be awarded for any reason.
- (f) The Sponsors shall not assume any liability for lost, damaged or misdirected Prize.

6. **WINNER SELECTION.**

One winner will be selected at random on May 22, 2024, from the list of Booster Rewards App members that submitted the promotion code during the contest and will be contacted via the information associated with their Booster Rewards App account.

- 7. **RELEASE.** As a condition of entry into the Contest, except where prohibited by law, each entrant and each winner by accepting a prize grants to the Sponsor, all right, title and interest in to publicize, broadcast, display and/or otherwise use the Contest entrant's name, city, province, and biographical material (collectively, "Licensed Rights") in any media for advertising and publicity purposes, without additional review, compensation, or approval of the winners.
- 8. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Contest Prize, participation in the Contest, any breach of the Contest Rules, or in any Contest Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
- 9. **LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected, or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Sponsor is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Contest Prize. The Sponsor assumes no responsibility or liability in the event the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity, or proper conduct of this Contest and/or www.BoosterJuice.com.
- 10. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be available online at www.boosterjuice.com/currentoffers throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest or the boosterjuice.com website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any www.BoosterJuice.com property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Winner and Guest must, at all times, behave appropriately when taking part in the Contest Prize.

11. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest, entrant: (i) grants to the Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner; and (ii) acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers in connection with any of the activities listed in (i) above.
- (b) The Sponsors will use the entrant's Personal Information only for identified purposes and protect the entrant's Personal Information in a manner that is consistent with the AW Holdings Corp. Privacy Policy at: boosterjuice.com.

12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans, and representations are owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited. Booster Juice is a trademark of AW Holdings Corp., used under license. All artwork, trademarks, logo designs and trade names and other intellectual property relating to this contest are licensed to AW Holdings Corp. All rights reserved.

13. TERMINATION. Sponsor reserves the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend, or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

14. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial, and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Alberta including procedural provisions 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.

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