

BOOSTER JUICE
"Canadian Getaway Giveaway 2022"
CONTEST RULES

THE BOOSTER JUICE ***"Canadian Getaway Giveaway 2022"*** (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY (EXCLUDING QUEBEC) 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 Quebec)
- (b) Participants under the age of 15 must claim their contest prize with someone over the age of majority in their respective province
- (c) Reside in Canada, or be able to utilize the grand prize in Canada
- (d) The winner and guest must all have a valid driver's license or valid proof of identification to travel within Canada
- (e) Have no current or prior record or restrictions to travel freely within Canada

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 a.m. Eastern Standard Time ("EST") on Friday, July 1, 2022 until store closing on Sunday July 31, 2022 (the "Contest Period") after which time the Contest will be closed and no further entries will be accepted.

3. HOW TO ENTER.

- (a) Upon the purchase of any Booster Juice smoothie at any of the participating Booster Juice locations across Canada, the Contest will require the participant to post a photo of their smoothie in the limited edition Canada Cup to social media using the hashtag #TravelWithBoosterJuice and tagging us @BoosterJuice and tell us where you want to go in Canada.
- (b) There is no purchase necessary to enter the Contest. No purchase necessary entry into the Contest will require a five hundred (500 word) essay outlining why you like Booster and why you should be selected to win a trip across Canada. This must be submitted to marketing@boosterjuice.com by July 31, 2022 at 11:59pm EST.
- (c) Customers may submit multiple entries, so long as each entry is accompanied by a unique Booster Juice purchase, or a new 500-word essay submission.
- (d) All entries become the sole property of the Sponsors and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with the individual selected as the winner ("Contest Prizes").

4. GRAND PRIZE.

There is one (1) grand prize ("Grand Prize") available to be won by one (1) grand prize winner ("Grand Prize Winner") which shall consist of accommodation and roundtrip airfare tickets for two (2) to anywhere in Canada that WestJet travels with accommodations for four (4) nights and five (5) days. The Winner can submit a request for their preferred hotel and flight plan once the prize has been announced and claimed, however the Winner and the Sponsors must be in final agreement of the itinerary details and price.

- (a) Grand Prize will be awarded in the form of two (2) round-trip economy airfare tickets for the Grand Prize Winner and his/her guest, (the "Guest"), who must be of the age of majority in his/her province of residence at the time of travel booking, or if underage, traveling with immediate family. The Winner and guest must all be leaving together from the same gateway at one (1) of the following Canadian airports in: Calgary, Charlottetown, Edmonton, Fredericton, Halifax, Saskatoon, Regina, Ottawa, Saint John, St. John's, Toronto, Vancouver, Whitehorse or Winnipeg.
- (b) In association with the round-trip economy airfare, accommodation for four (4) nights, five (5) days (based on flight times) will be granted to the Winner and Guest, with one (1) room based on occupancy for two (2). All travel arrangements and details will be handled and selected by Sponsors at their sole discretion for the Winner and Guest. Travel related terms and conditions apply.
- (c) Prize has an approximate value of \$7,500 CAD. Actual value of Prize will depend on departure city and accommodations. The prize cannot exceed this amount.
- (d) Winner and his/her Guest travel time will be determined upon winner selection and coordinated with the Winner and Sponsors. Departure and Arrival dates of trip will be authorized from the date of announcement to December 31, 2022 excluding peak travel times. Should the Winner and/or Guest be unable to travel on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner. Winner and Guest will be responsible for transportation to and from originating airport (such airport is the airport from which the Prize commences therefore if the Winner is located in a city other than those listed in section 4(a), Winner and Guest shall be responsible for the cost and expense of getting themselves to the airport in Calgary, Charlottetown, Edmonton, Fredericton, Halifax, Saskatoon, Regina, Ottawa, Saint John, St. John's, Toronto, Vancouver, Whitehorse or Winnipeg. The Winner and Guest will also be responsible for the costs of any other in-destination transportation, travel and medical insurance, travel documentation, airport improvement fees, gratuities, telephone calls, in-room charges and any other expense not explicitly included in the Prize.
- (e) Grand Prize Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (f) Grand Prize will be distributed after Grand Prize Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- (g) Grand 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 Grand 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.
- (h) The Sponsors shall not assume any liability for lost, damaged or misdirected Grand Prize.

6. WINNER SELECTION.

- (a) On or about August 26, 2022, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period.
- (b) The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor. Before being declared a Grand Prize Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (c) The selected entrant(s) will be notified by telephone or e-mail no later than August 26, 2022 at 5:00pm EST and must respond within five (5) business days of the notification. Upon notification, the selected entrant(s) must respond by telephone to the contact number provided in the notification, and the selected entrant's response must be received by the Sponsor within five (5) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive the Contest Prize and another entrant may be selected at the Sponsor's sole discretion. The Sponsor is not responsible for the failure for any reason whatsoever

of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response.

- (d) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Contest Prize claimants after the Contest's closing date to award the final Prize.
- (e) The contest will be promoted across Facebook, Instagram and Twitter with only one (1) winner across all platforms.

7. **RELEASE.** Grand Prize Winner and Guest will be required to execute a legal agreement and release ("Release") that confirms: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Contest Prize as offered; (iii) release of the Sponsor and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Contest Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the unrestricted right, in the Sponsor's collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Grand Prize Winner and Guest's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the verification as the Winner or the selected entrant will be disqualified and the Contest Prize forfeited.
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 that 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) By opting-in online you consent to AW HOLDINGS CORP.'s disclosure of your Personal Information to contest partners; so that you may be contacted to promote draws and contests similar to the Contest, promote opportunities to subscribe to newsletters or promotional clubs, and notify you about related products or services.
- (c) 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 trade mark 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.