

## POWERADE® SUMMER SOCCER CANADA PROMOTION

### OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- PROMOTION DESCRIPTION: POWERADE® SUMMER SOCCER Canada Promotion** (the “**Promotion**”) begins on 5/1/23 at 12:00:00 AM Eastern Time (“**ET**”) and ends on 9/15/23 at 11:59:59 PM (ET) (the “**Promotion Period**”). The Promotion Period includes a qualifying purchase period which begins on 5/1/23 at 12:00:00 AM (EST) and ends on 8/31/23 at 11:59:59 PM (ET) (“**Qualifying Purchase Period**”). Participation in the Promotion does not constitute participation in any other promotion, contest, or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of BA Sports Nutrition, LLC 17-20 Whitestone Expy, Whitestone, NY 11357 (“**Sponsor**”), which shall be final and binding in all respects. The administration of the Promotion will be conducted by TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180, U.S. (“**Administrator**”).
- ELIGIBILITY:** Open only to legal residents of Canada who are eighteen (18) years of age or older and the age of majority in their province or territory of primary residence at the time of entry. Employees, officers and directors of Sponsor, Administrator and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the “**Promotion Entities**”) and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Promotion or win a prize. Promotion is void where prohibited by law.
- HOW IT WORKS:**

There are two (2) ways to enter the Promotion:

- With Purchase:** During the Qualifying Purchase Period,
  - BUY** any one (1) promoted **POWERADE®** participating product (“**Qualifying Purchase**”). A complete list of participating, promoted product SKUs (“**Participating Products**”) can be found at [www.winpowergear.com/products.pdf](http://www.winpowergear.com/products.pdf). Note: Product returns/exchanges and rainchecks from before the Promotion Period do not constitute a Qualifying Purchase and will not qualify as an entry into this Promotion;
  - SNAP** a picture of your entire receipt showing the Qualifying Purchase and **UPLOAD** it at [winpowergear.com](http://winpowergear.com) (“**Website**”) by 11:59:59 PM (ET) on

9/15/23. ANY RECEIPT SUBMISSIONS UPLOADED AFTER THE END OF THE PROMOTION PERIOD WILL NOT BE ACCEPTED, EVEN IF PURCHASE WAS MADE DURING QUALIFYING PURCHASE PERIOD AND IS OTHERWISE IN COMPLIANCE WITH THESE OFFICIAL RULES. **Data rates may apply for submissions made via mobile device. Check with your wireless service provider for any applicable rates and fees.** Only Qualifying Purchases are valid for this Promotion. Photo must include the entire receipt from top to bottom, including all four (4) corners. Be sure that the required information is captured in the receipt, which includes retailer name, date of purchase, time of purchase, receipt total and at least one (1) Participating Product/UPC code from a Qualifying Purchase ("**Required Information**"). All Required Information must be legible in your image. For longer receipts, you may submit a picture of the receipt folded ensuring that it shows the Required Information. Blurry and/or unreadable receipt image will be rejected. Star the Participating Product associated with your Qualifying Purchase on your receipt for quicker verification. ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY ADMINISTRATOR ON BEHALF OF SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE AN ENTRY. For help, visit [winpowergear.com](http://winpowergear.com).

- **GET** one (1) entry into the Promotion for each Qualifying Purchase received once your receipt is validated, subject to the entry limitations stated below.

**B) Without Purchase:** During the Promotion Period, you may also enter for free by going online to [winpowergear.com/amoe](http://winpowergear.com/amoe) ("**No Purchase Website**") and follow the instructions to complete the online entry form. Online entries at the No Purchase Website must be completed by 11:59:59 (ET) on 8/31/23.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor's Privacy Policy as noted below in these Official Rules. Each receipt can only qualify for one (1) entry and can only be submitted once (even if receipt indicates purchase or more than one (1) Qualifying Purchase). **Limit one (1) entry per person, per day regardless of method of entry.** For purposes of these Official Rules, a "day" is defined as any calendar day as determined by the electronic entry time stamp based on ET (as applicable).

No automated entry devices, bots and/or other programs and/or software are permitted for entry. No mechanically reproduced, altered, forged, or facsimile entries will be accepted. All entries become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Promotion or by

any technical or human error which may occur in the processing of the entries in the Promotion. Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Only fully completed entries are eligible.

Use of any automated system to participate is prohibited and will result in disqualification. All potential winning entries are subject to verification by Sponsor, whose decisions are final and binding. Any entry that occurs after the system has failed for any reason is deemed a defective entry and is void and will not be honored.

Sponsor is not responsible for any change of mailing address, email address and/or telephone number of entrants. In the event of a dispute over the identity of an online entrant in the Promotion, participation will be deemed completed by the authorized account holder of the email address provided at the time of participation. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, wireless carrier, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address account associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. **RANDOM DRAWING:** Potential winners will be selected in a random drawing on or about 10/2/23 from among all eligible entries received from all methods combined at approximately 11:00 AM (ET) at the office of the Administrator in Aventura, FL by Sponsor or its designee.
5. **WINNER NOTIFICATION:** Potential prize winners will be notified by email and/or phone, using contact information provided or collected at the time of entry. To be declared a prize winner, a potential winner must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Potential prize winners will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release (collectively, "**Winner's Documents**") within ten (10) days after first notification attempt. If a

potential winner (a) cannot be reached by telephone and/or email within five (5) business days of the first Notification; (b) fails to correctly answer the skill testing question; or (c) fails to return the properly executed Winner's Documents within the specified time, then he/she will be disqualified and another entrant will be randomly selected until such time as contact is made by telephone and/or email with a potential winner. Upon receipt of the completed Winner's Documents and the skill testing question correctly answered, the Sponsor or its designee will fulfill the prize within 6-8 weeks. If prize notification or prize is returned as non-deliverable, prize may be forfeited. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.

6. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:**

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED

Fifty (50) Grand Prize are available to be awarded. Each Grand Prize winner will receive a **POWERADE**<sup>®</sup> Kit consisting of one (1) Jacket (ARV \$108.93); one (1) Jersey (ARV \$65.36); one (1) Soccer Ball (ARV \$23.15); one (1) Scarf (ARV \$40.85); one (1) 60 qt. chest (ARV \$98.49); one (1) 32 oz. Squeeze Bottles (ARV \$4.22); one (1) small towel (ARV \$4.13); one (1) large towel (ARV \$7.65) and one cheque for \$130.00 that can be used to purchase eight (8) 12-packs of **POWERADE**<sup>®</sup> (710mL bottles / ARV \$130.00) (collectively, the "Prize"). Total ARV of each Grand Prize \$482.78. Total ARV of all prizes \$24,139.00. Odds of winning depend on the total number of eligible entries received from all methods combined. Limit one (1) prize per person in the Promotion.

7. **GENERAL PRIZE CONDITIONS:** Prizes are non-transferable prior to awarding. No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute a prize of comparable value or provide a cash option (at Sponsor's discretion) if a Prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, provincial, territorial and/or municipal taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. **GENERAL:** By entering the Promotion, entrants agree to release and hold harmless, Promotion Entities, Coca-Cola, Ltd., Coca-Cola Bottling Limited, their respective related companies, parents, subsidiaries, limited liability companies, affiliates, directors, officers, employees, assigns, consultants, representatives, agents and their respective agents and agencies (“**Released Parties**”) from and against any claim or cause of action arising out of participation or attempt to participate in the Promotion or receipt or use of any prize. Entrants and winners (i.e. entrants that accept a prize) release and agree to indemnify and hold the Released Parties harmless against any and all claims and liability out of acceptance, possession, use or misuses of prize, or participation in this Promotion. Released Parties will have no liability whatsoever for any injuries, losses or damages of any kind resulting from acceptance, possession, use and/or misuse of any prize or participation in the Promotion or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor and its designees and assigns may use the winner's name, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, unless prohibited by law. By participating in this Promotion, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer or in administration of the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

9. **LIMITATIONS AND RELEASES:** Any attempted form of entry into the Promotion, other than the entry methods stated, is prohibited. The Released Parties are not responsible for lost, late, mutilated or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture or entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict an participant's ability to enter the Promotion, including any injury or damage to participant's or any other person's phone, or other matter relating to or resulting from participating in this Promotion or downloading any materials in the Promotion.

If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion; and/or to award the prizes from among all eligible non-suspect entries received from all methods combined up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent of the law. The Sponsor reserves the right, with the consent of the Régie in the Province of Québec, to terminate or amend this Promotion at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Promotion is not capable of running as originally planned, such as tampering, the Sponsor reserves the right, with the consent of the Régie, to cancel the Promotion.

10. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with (i) the laws of the Province of Québec and the laws of Canada applicable therein in respect of residents of the Province of Québec, and (ii) the laws of the Province of Ontario and the laws of Canada applicable therein in respect of residents of the other Canadian provinces/territories, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of the Promotion could be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. This Promotion is subject to all federal, provincial, territorial and municipal laws.
11. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at <https://www.coca-cola.ca/policies/privacy-policy> .
12. **FOR QUÉBEC RESIDENTS ONLY:** Any litigation respecting the conduct or organization of a publicity Promotion may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a Grand Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
13. **WINNERS LIST:** Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: **POWERADE® SUMMER SOCCER Canada Promotion**, Attn: Winners List, 19790 West Dixie Hwy., Suite 808,

Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Promotion Period.

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