

## Canada Dry® x Angie's BoomChickaPop® Tastes Like Better 2024 Program

Get a \$5 Grocery Reward with the purchase of any one (1) 12x355mL Canada Dry® product and any one (1) Angie's BoomChickaPop® 125g - 198g bag in the same transaction (the "Offer").

### Official Terms and Conditions

**INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. A mobile device may also be used to participate.** Standard data rates may apply to participate in the Offer via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

#### 1. AGREEMENT TO BE LEGALLY BOUND BY TERMS AND CONDITIONS

By participating in the Offer, you are signifying your agreement that you have read and agree to be legally bound by these terms and conditions (the "Terms").

#### 2. ELIGIBILITY

To participate in the Offer, you must be a legal resident of Canada, have reached the age of majority in your province or territory of residence at the time of participation, have a valid mailing address and a valid e-mail account.

If it is discovered by the Sponsors (using any evidence or other information made available to or otherwise discovered by the Sponsors) that any person has attempted to use multiple names, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsors' interpretation of the letter and spirit of these Terms, to enter or otherwise participate in or to disrupt this Offer, then he/she may be disqualified from the Offer in the sole and absolute discretion of the Sponsors. The Offer Parties, Participating Retailers, 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 submissions (all of which are void).

#### 3. THE OFFER

The Sponsors are offering eligible customers, as defined above in Section 2, the opportunity to receive one (1) five Canadian dollars (\$5.00 CDN) Grocery Reward, which will be sent by email or mail (the "Grocery Reward"), for the qualifying purchases of any one (1) **12x355mL Canada Dry® product and any one (1) Angie's BoomChickaPop® 125g - 198g bag** (defined below), within one (1) single transaction, from any retail stores in Canada during the Purchase Period (as defined below) (hereinafter a "Qualifying Purchase" or collectively "Qualifying Purchases"). While supplies of Grocery Rewards and Participating Products last. See Section 5 to learn more on how to participate in this Offer. All terms and conditions of the Grocery Rewards apply. **The following limits apply: 1 Grocery Reward per participant during the Offer Period (defined below).** Exhibit A to these Terms lists out the authorized participating products for the purpose of this Offer (the "Participating Products").

#### 4. OFFER PERIOD; PURCHASE PERIOD AND KEY DATES

To be eligible, Qualifying Purchases, as described in Section 3, must be made between January 2, 2024, at 12:00:01 am Eastern Daylight Time (EDT) and February 25, 2024, at 11:59:59 pm EDT (the "Purchase Period"), at an authorized Participating Retailer. Requests (as defined below) may be submitted anytime between January 2, 2024, at 12:00:01 am EDT and February 25, 2024, at 11:59:59 pm EDT (the "Offer Period") and must be received on or before 11:59:59 PM EDT on February 25, 2024 (the "Offer Closing Date").

The Offer Period and the Purchase Period (including the scheduled start date and end date) may be modified or terminated at any time at the sole discretion of the Sponsors and without notice.

The Grocery Reward must be used in accordance with these Terms and in accordance with the Reward Provider Terms (defined below) and Grocery Reward Instructions.

#### 5. HOW TO PARTICIPATE

To take advantage of the Offer, an eligible participant must follow the steps listed below:

(A) As more fully detailed in Section 3 above, make a Qualifying Purchase of any one (1) 12x355mL Canada Dry® product **and** any one (1) Angie's BoomChickaPop® 125g - 198g bag **within one (1) single transaction**, from an authorized Participating Retailer, during the Purchase Period;

(B) Take a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the applicable sales receipt of his/her Qualifying Purchase in its entirety (such photograph, a **"Receipt Image"**). Participant must ensure that the Receipt Image identifies the Participating Retailer and date of purchase. Participants are encouraged to blank out any personal information that appears on the Receipt Image; and

(c) On or before the Offer Period End Date, following the submission method listed below, submit his/her Receipt Image (each such submission, a **"Request"**):

**Visit Offer Site to Submit.** Visit the Offer site, [www.TastesLikeBetter.ca](http://www.TastesLikeBetter.ca). You will receive further instructions on uploading the Receipt Image and registering for the Offer. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, Province, Postal Code and email). Follow instructions and submit Receipt Image and Request (including reading and accepting any required terms and conditions) and register for the Offer.

**\*\*Provision of link to registration form via email merely indicates that photo of Receipt Image was received but is not otherwise binding upon Sponsors. Without limiting the foregoing, provision of link does not constitute a representation by Sponsors that Image has been validated in accordance with these Terms.**

**Participants must complete all the steps above to be eligible to receive their Grocery Reward**, which will be sent via email or mail to the email/mail address provided at time of registration, subject to Grocery Reward availabilities. Without the information supplied via registration, we cannot send you your Grocery Reward.

**IMPORTANT: YOU MUST KEEP YOUR ORIGINAL SALES RECEIPT.** The Sponsors reserve the right to request from a person the original sales receipt used for the purposes of this Offer for further verification purposes at any time and for any reason.

**NOTE:** If you have any questions in regard to your submitted Request, please visit the Offer Site at [www.TastesLikeBetter.ca](http://www.TastesLikeBetter.ca), check any applicable FAQ webpage and/or email [ContestSupport@KDRP.com](mailto:ContestSupport@KDRP.com).

## **6. PROCESSING OF SUBMISSIONS**

Processing of a Request will take 48 hours from the time the Request is received by or on behalf of the Sponsors. Once your Request is processed, you will be notified via email, whether such Request has been successfully validated or a reason why such Request could not be processed at such time, as determined by the Administrator in its sole and absolute discretion. It is your responsibility to check the applicable email account for such notification including in the inbox, spam or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in your mailbox or telephone to receive e-mail messages or other communications. All Requests and Receipt Images shall become the property of the Sponsors and will not be returned. Offer is void where taxed, prohibited, or restricted by law. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a Qualifying Purchase from the authorized Participating Retailers) will be void. Request that cannot be validated for any reason will be rejected, as determined by the Sponsors in their sole discretion. For example only, and not an all-inclusive list, a Request will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the Offer Parties; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; or (vii) is incorrectly or incompletely entered or submitted.

## **7. VERIFICATION**

All Requests and participants are subject to verification at any time and for any reason. The Sponsors reserve the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors including, without limitation, government issued photo identification): (i) for the purposes of verifying your eligibility to participate in this Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Request and/or other information for the purposes of this Offer; and/or (iii) for any other reasonable reason the Sponsors deem necessary, in its sole and absolute discretion, for the purposes of administering this Offer in accordance with the Sponsors' interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of the Sponsors within the timeline specified by the Sponsor or its Administrator, may result in disqualification in the sole and absolute discretion of the Sponsors. Proof of transmission (screenshots or captures etc.), or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Offer Parties computers, Administrator or Sponsors. The sole determinant of the time for the purposes of this Offer will be the official time-keeping device(s) used by the Administrator.

## **8. DISTRIBUTION OF GROCERY REWARDS**

**A total of 7,500 Grocery Rewards are available for distribution as part of this Offer (the "Grocery Rewards Pool"). This Offer will immediately terminate once all Grocery Rewards in the Grocery Rewards Pool have been distributed.**

If you are eligible to receive a Grocery Reward, you will receive an electronic or physical Grocery Reward to the email/mail address provided at time of registration, subject to Grocery Reward availabilities.

No responsibility is assumed by the Released Parties for any mailings that are undeliverable. Grocery Rewards must be accepted as described herein and redeemed in accordance with these Terms and any instructions that may be set out in the mailing associated with the Grocery Reward (the "**Grocery Reward Instructions**"). Grocery Rewards are subject to the terms and conditions of the issuer, including the terms and conditions which can be found at the respective retailer websites.

The Offer Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Grocery Rewards or transmissions (whether sent by or to you), regardless of cause. *The Offer Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Offer or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Grocery Rewards or transmissions (whether sent by or to you); and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email or text on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof. Without limiting the foregoing, Offer Parties expressly disclaim any and all liability for Grocery Rewards or other transmissions which are not timely received in an uncorrupted form (or received at all) by participant due to filtering/privacy settings for email and/or text transmissions or for any other reason. Offer Parties further disclaim any and all liability for electronic Grocery Rewards which are returned as undeliverable mail or otherwise not received by you for any reason.*

All aspects of each Grocery Reward will be determined by the Sponsors in its sole and absolute discretion subject to availability. Each Grocery Reward must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsors in their sole and absolute discretion). No substitutions except at Sponsors' option. Sponsors reserve the right, in their sole and absolute discretion, to substitute any Grocery Reward or a component thereof with a reward of equal or greater retail value, including, without limitation, but at Sponsors' sole and absolute discretion, a cash award. Grocery Rewards will only be awarded to the person whose verifiable full name and valid e-mail appears on the registration form associated with the Receipt Image in question. You are responsible for any damage/loss due to use of a Grocery Reward. By participating in the Offer, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Offer or out of the acceptance, use, misuse or possession of any Grocery Rewards. **There are the following limits: One (1) Grocery Reward per participant for the entire Offer Period.**

**\$5 Grocery Rewards available:**

- **Metro Inc. (physical only)**
- **Sobeys Inc.**
- **Loblaw Companies Ltd.**
- **Walmart**
- **Visa® Prepaid Card**

**9. MODIFICATION AND/OR TERMINATION OF OFFER (INCLUDING OFFER PERIOD)**

Sponsors reserves the right to modify the Offer, including without limitation the Terms governing the Offer (including, without limitation, the Grocery Rewards Pool, at any time, with or without notice. Continued participation in the Offer after such action by Sponsors constitutes acceptance of any modification to the Offer, including changes to the Terms.

The Offer is scheduled to begin on **January 2<sup>nd</sup>, 2024**, at 12:00:01 a.m. Eastern Daylight Time and is scheduled to end on **February 25<sup>th</sup>, 2024**, at 11:59:59 p.m. Eastern Daylight Time, or such earlier date when all available Grocery Rewards have been distributed. Sponsors in their sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Offer (including the Offer Period, the Purchase Period, and their scheduled begin date and end date) at any time, and for any reason.

Further, and without limiting the generality of the preceding paragraph, the Sponsors reserve the right, in its sole and absolute discretion, to withdraw, amend or suspend this Offer (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of the Sponsors that interfere with the proper conduct of this Offer as contemplated by these Terms, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud(s), pandemic(s), act of god, or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Offer in any way (as determined by Sponsors in their sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law. The



Sponsors reserve the right, in its sole and absolute discretion, to cancel, amend or suspend this Offer, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

## 10. GENERAL CONDITIONS

All Submissions become the property of the Sponsors. This Offer is subject to all applicable federal, provincial, and municipal laws. The decisions of the Sponsors with respect to all aspects of this Offer are final and binding on all entrants without right of appeal.

ANYONE DEEMED BY THE SPONSORS TO BE IN VIOLATION OF THE SPONSORS' OR ADMINISTRATOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSORS OR ADMINISTRATOR AT ANY TIME.

The Sponsors and Administrator reserve the right, in their sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Terms. The Sponsors and Administrator reserve the right to refuse participation to any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In their sole and absolute determination, the Sponsors and Administrator may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Submissions.

The Released Parties will not be liable for: (i) any failure during the Offer; (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 Requests and/or other information to be received, captured, recorded or otherwise 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 your or any other person's cell phone, computer or other device related to or resulting from participating in the Offer; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted a Request or a Receipt Image, the Sponsors reserve the right, in its sole and absolute discretion, to deem the Request or Receipt Image to have been submitted by the authorized account holder of the e-mail address submitted at the time of submission. "Authorized account holder" is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address, or a cell phone number by a participating cellular carrier. You may be required to provide proof (in a form acceptable to the Sponsors and Administrator – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the email address associated with the Request or Receipt Image in question.

**PRIVACY:** By participating in this Offer, you expressly consents to the Sponsors, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Offer and in accordance with Sponsors' privacy policies (available at: <https://canadadry.ca/privacy-policy/> and <https://www.conagrabrands.com/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsors or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsors will not share your personal information with others except to third parties who are retained by Sponsors to manage and fulfill this program.

In the event of any discrepancy or inconsistency between these Terms and disclosures or other statements contained in any Offer-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Terms given by any representative of the Sponsors or Administrator, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms 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 Terms 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 Terms or the rights and obligations of participants, Sponsors or any of the other Released Parties in connection with the Offer will be governed by and construed in accordance with the domestic laws of Ontario 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 the exclusive jurisdiction and venue of the courts located in Ontario, in any action to enforce (or

otherwise relating to) these Terms or relating to this Offer.

#### **11. SPONSORS/REPRESENTATIVE/ADMINISTRATOR**

Sponsors: Canada Dry Mott's Inc 30 Eglinton West Suite 6000, Mississauga, ON, L5R 3E7 and Conagra Brands, Inc. 222 Merchandise Mart Plaza Suite 1300, Chicago, IL 60654 ("**Sponsors**")

Representative: Mosaic Sales Solutions 2075 Boul Robert-Bourassa, Montréal, QC, H3A 2L1, Canada ("**Representative**")

Administrator: Snipp Interactive Inc., Suite 1700, 666 Burrard Street, Vancouver, BC, V6C 2X8, Canada ("**Administrator**")

Trademark of Canada Dry Mott's Inc. Angie's BOOMCHICKAPOPOP® is a registered trademark of Angie's Artisan Treats, LLC.

**EXHIBIT A****A. Participating Products**

| <b>BRAND</b>                          | <b>ENGLISH &amp; FRENCH DESCRIPTION</b>          | <b>Format</b>       |
|---------------------------------------|--|---------------------|
| <b>Canada Dry</b>                     | Canada Dry® Zero Sugar Ginger Ale                | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Ginger Ale                           | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Diet Ginger Ale                      | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Ginger Ale Blackberry                | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Zero Sugar Ginger Ale Blackberry     | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Ginger Ale Cranberry                 | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Diet Ginger Ale Cranberry            | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Tonic Water                          | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Club Soda                            | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Club Soda Triple Berry               | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Club Soda Lemon-Lime                 | 12-packs (12x355mL) |
| <b>Canada Dry</b>                     | Canada Dry® Club Soda Orange-Mandarin            | 12-packs (12x355mL) |
| <b>Angie's<br/>BOOM<br/>CHICKAPOP</b> | Angie's BOOMCHICKAPOP® Sea Salt Popcorn          | 136g                |
| <b>Angie's<br/>BOOM<br/>CHICKAPOP</b> | Angie's BOOMCHICKAPOP® Sweet & Salty Popcorn     | 198g                |
| <b>Angie's<br/>BOOM<br/>CHICKAPOP</b> | Angie's BOOMCHICKAPOP® Real Butter Popcorn       | 125g                |
| <b>Angie's<br/>BOOM<br/>CHICKAPOP</b> | Angie's BOOMCHICKAPOP® Light Kettle Corn Popcorn | 142g                |
| <b>Angie's<br/>BOOM<br/>CHICKAPOP</b> | Angie's BOOMCHICKAPOP® White Cheddar Puffs       | 170g                |
| <b>Angie's<br/>BOOM<br/>CHICKAPOP</b> | Angie's BOOMCHICKAPOP® Sweet Chili Puffs         | 170g                |

## DISCLAIMERS

**A Walmart Canada Gift Card** - can be redeemed for a wide selection of products you will love in any Walmart Canada Store or on Walmart.ca, including Marketplace. Happy shopping!

Card only valid for purchases at Walmart Canada (excludes licensees), walmart.ca and Marketplace. Cannot be returned or redeemed for cash, unless required by law. With receipt, Walmart will issue a replacement card with any balance remaining on the lost or stolen card at the time of replacement. Card balance cannot be applied towards credit card balances. Returns of merchandise purchased with a with a card will be credited to a card only. Walmart reserves the right to cancel card if obtained illegally (including through fraud). Issued by Wal-Mart Canada Corp. Balance Inquiries: 1-888-537-5503.

**Visa Prepaid card** - Visa cards are accepted worldwide. 6-month expiration. Digital or physical card. \$1-\$150 CAD Utilisez votre carte Prépayée Visa n'importe où les cartes Visa sont acceptées partout dans le monde. Expiration de 6 mois. Carte numérique ou physique. \$1-\$150 CAD.

Use your Visa Prepaid card anywhere Visa cards are accepted worldwide. Card is issued by Peoples Trust Company pursuant to a licence from Visa Int. \*Trademark of Visa International Service Association and used under licence by Peoples Trust Company. See included Cardholder Agreement for terms and conditions, fees, and disclosures. Utilisez votre carte Prépayée Visa n'importe où les cartes Visa sont acceptées partout dans le monde. Carte est émise par la Compagnie de Fiducie Peoples en vertu d'une licence de Visa Int. \*Marque de commerce de Visa International Service Association et utilisée sous licence par la Compagnie de Fiducie Peoples. Voir l'accord du titulaire de carte ci-incluse pour les conditions, les frais et les divulgations.

### Sobeys Gift Cards

Corporate Gift Cards ("Cards") have no value until activated. Cards are valid at participating stores in Canada. Cards can be used for all in-store purchases except another gift card or as prohibited by law. Cards have no expiry and no fees will apply. Check your Card balance in store, or by calling 1-800- 832-0717. Reload at participating stores. Protect your Card like cash. The value remaining on the Card cannot be replaced if the Card is lost, stolen, damaged or used without your consent. Card is not redeemable for cash except where required by law. Online activation, balance inquiry and reload are not available. Minimum amount which can be loaded for both activation and reload is \$5. Corporate Grocery Gift Cards cannot be used to buy liquor in the western provinces. Cards can be redeemed at Sobeys, IGA, IGA Extra, Foodland, Safeway, FreshCo, Chalo! FreshCo, Thrifty Foods, Lawtons Drugs, Rachelle-Béry, Les Marchés Tradition, Needs and Fast Fuel locations across Canada. Sobeys inc. gift cards are accepted only in these IGA locations in B.C (1) 4823 – 50 Avenue , Fort Nelson, BC V0C 1R0 (2) 5001 – 50 Avenue, Chetwynd, BC V0C 1J0 (3) 624-9 Avenue North, Golden, BC V0A 1H0