

OFFICIAL "WISH AND WIN" CONTEST RULES

The "WISH AND WIN" Contest (the "Contest") is organized by Keurig Canada (the "Contest Organizer"). The Contest Organizer is responsible for the Contest, its organization and the Contest Rules (the "Rules").

The Contest will run from October 29, 2018 at 09:00:00 a.m. Eastern Time (ET) and will end on November 12, 2018 at 09:00:00 a.m. (EDT) (the "Contest Period").

By registering to the Contest, each entrant (each entrant is referred to as an "Entrant", together, the "Entrants") will run the chance to win a prize (as such terms are hereinafter defined), in accordance with the conditions set forth below.

By entering the Contest, each Entrant agrees to be bound by the present Rules.

1. ELIGIBILITY

This Contest is open to all residents of Canada having reached the legal age of majority in his/her province or territory of residence upon entering the Contest.

Employees, agents, representatives, officers and directors of the Contest Organizer, of its subsidiaries, affiliated companies, parent corporations, advertising and promotion agencies, sponsors, suppliers of services related to this Contest, or of any other party directly associated with the holding of the Contest, as well as members of their immediate families (brothers, sisters, children, father, mother), their legal or common-law spouse, and any persons residing with these employees, agents, representatives, officers and directors are not eligible to participate.

2. HOW TO PARTICIPATE

NO PURCHASE NECESSARY. For each Entrant, an email address is required to enter into the Contest.

2.1 Registration. To enter the Contest:

Each entrant will need to fill his email address in order to be able to participate to the Contest.

2.3 There is a limit of one (1) email address entry during the Contest Period per Entrant.

2.4 Disqualification. Each Entrant shall respect the following requirements, failing which the Entrant his/her Registration may be cancelled:

- Only one (1) Registration per person is allowed
- The email address must be valid

3. PRIZES

A total of one hundred (100) prizes (individually, a “Prize”, and collectively, the “Prizes”) will be awarded as part of this Contest, as described below.

3.1 Prizes

The Contest prizes include 100 gift cards (in the form of coupons) at a value of \$50 each.

3.2 General

In addition to any other condition set forth in the present Rules, the following conditions apply to all Prizes offered:

- To be eligible for a Prize, the Entrant must be validly registered in the Contest and his/her account and Registration must be valid.
- Should any part of the Prize not be used, no compensation will be provided to the winner.
- All costs, expenses, charges, duties and taxes (federal, provincial, local or otherwise) and fees not expressly described herein as being part of a Prize shall be entirely borne by, and be the sole responsibility of the winner.
- All Prizes must be accepted as awarded and cannot be transferred, substituted or redeemed for cash or for any other Prizes.
- All Prizes must be claimed on or before December 31, 2018. Subject to the terms hereof, any unclaimed Prize will not be awarded and the Prize will be considered as forfeited.
- No transfer, assignment, or substitution is permitted, except by the Contest Organizer, who reserves the right, in its sole discretion, to substitute a Prize for another Prize of equal or greater value, should the Prize be unavailable for any reason due to circumstances beyond its control.
- Any Prize represented in promotional material is for illustration purposes only and may not be the exact item(s) offered as a Prize.
- Trademarks, logos, and all service marks (including, without limitation, individual product and retailer names) are the property of their respective owners.

4. WINNERS SELECTION

4.1 Random

Random drawing – one hundred (100) winners will be selected by a random drawing from all entries received.

4.2 Chances of winning

Each entry has a fair and equal chance to win.

5. AWARDING OF PRIZES

5.1 The winning Entrants will be notified by email by the Contest Organizer after the Contest ends at the Draw Date on **November 13, 2018 (TBC)**.

5.2 No assignment nor replacement. The Prize must be accepted as it stands by the winner and may not, in any case, be, in whole or in part, sold, assigned or transferred to a third party. The Prize must not be replaced by another Prize or exchanged for cash.

6. GENERAL CONDITIONS

6.1 Verifications. Registration Forms, other documents, as may be applicable, requested by the Contest Organizer and all information therein are subject to verification by the Contest Organizer. Any Registration Form, Declaration Form or any other document requested by the Contest Organizer that is illegible, incomplete, fraudulent, copied or received late bearing an invalid email address or phone number, not bearing the correct answer to the mathematical skill-testing question or otherwise noncompliant shall be rejected and will not entitle to any entry or to a Prize, as the case may be. Entrants are responsible for the correct and full completion of their Registration Form and/or any other document requested by the Contest Organizer in order to be reached in conformity with these Contest Rules if they are selected for a Prize.

6.2 Conduct of the Contest. Any attempt to deliberately damage the Contest Internet website or any related website or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizer reserves the right to reject the Entrant's Registration or entry and obtain legal or equitable relief under applicable laws.

6.3 Decisions of the Contest Organizer. Any decision of the Contest Organizer regarding any aspect of this Contest, including, without being limited to, the eligibility and/or disqualification of any entrant or Registration Forms, shall be final and without appeal, subject to approval by the *Régie des alcools, des courses et des jeux du Québec*.

6.4 Disqualification. Any person entering or attempting to enter the Contest by means that are contrary to the Rules or unfair to other Entrants will automatically be disqualified and may be referred to the competent legal authorities.

6.5 Prize substitution. In the event where it would be impossible, difficult and/or more costly for the Contest Organizer to award a Prize (or part of a Prize) as described in these Contest Rules, the Contest Organizer reserves the right to award a Prize (or part of a Prize) of the same kind and of equivalent value or, at its sole discretion, the cash value of a Prize (or part of a Prize) as indicated in the Contest Rules.

6.6 Limitation of liability – use of Prize. The winner releases the Contest Organizer, its subsidiaries, affiliated companies, parent corporations, advertising and promotion agencies, employees, agents, representatives, officers and directors (“Released Parties”) from any liability for damage of any kind whatsoever that he or his guests may suffer, directly or indirectly, by reason of acceptance, possession or use of the Prize, including, among other things, accidents, injuries, death, loss of enjoyment, inconveniences, disappointments, worries or frustrations of a physical or psychological nature or any other nature whatsoever.

For this purpose, winner hereby (i) acknowledges and confirms that Released Parties are not granting any warranties or assurances of any kind pertaining to the Prizes awarded in connection with the Contest; (ii) acknowledges and confirms the absence of any implied warranties in connection with the Contest or the Prizes, and (iii) agrees to complete and sign the Declaration Form before receiving his/her Prize when and as required.

6.7 Liability limit - participation in the Contest. Each person who enters or attempts to enter this Contest releases the Released Parties from any liability for any damages, claim or prejudice that may occur due to their participation or attempted participation in the Contest.

The Released Parties accept no liability for the malfunction of any computer component, software or communication line in connection with the loss or absence of network communication or with any defective, incomplete, incomprehensible or deleted transmission from any computer or network that may limit any person’s opportunity to enter the Contest or prevent him from entering the Contest.

The Released Parties accept no responsibility for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any Internet page or software or by the transmission of any information in connection with the Contest.

The Contest Organizer is released from its obligations in the event that an event is delayed or postponed for any reason outside its control, including, without being limited to, natural disasters, public enemies, war, civil conflict, fire, flooding, labour disputes or strikes or any other act or order of a governmental authority.

6.8 Liability limit. Released Parties shall not be responsible for lost, late, stolen, damaged, garbled, inaccurate, incomplete, misaddressed, mutilated, undelivered, delayed, or misdirected emails, points, codes and/or requests, Prize claims, or for errors, omissions, interruptions, deletions, defects, or delay in cable, satellite, Internet service provider, telephone lines, or in operations or transmission of information, in each case whether arising by the way of technical or other failures or malfunctions of computer hardware, software, communication devices, or transmission lines, or data corruption, theft, tampering, destruction, unauthorized access to or alternation of any participation material, loss, human error, or otherwise.

Further, Released Parties are not responsible for electronic communications, which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an Entrant’s email account to receive email messages.

Released Parties are not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error, which may occur in the transmission, receipt, or processing of codes.

Released Parties are not responsible for any other errors or problems of any kind, whether computer, network, printing, seeding, typographical, mechanical, technical, human or otherwise, relating to or in connection with this Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the announcement of the rewards/reward recipients, or the Prizes/Prize winners, the processing of points, codes, requests, the tabulation of points, or in any Contest-related material.

6.9 Liability limit - Prize providers. The winner recognizes that, from the time that he accepts the Prize, the performance of obligations related to the Prizes becomes the sole and complete responsibility of the designated service providers with respect to portions not delivered by the Contest Organizer, if applicable.

6.10 Modification. The Contest Organizer reserves the right, at its sole discretion, subject to compliance with applicable legal and regulatory requirements, to cancel, terminate, modify or suspend all or any part of this Contest in the event of a virus infection, a computer malfunction, an incident or any human intervention that could corrupt or affect the administration, security, impartiality or running of the Contest as provided for in the Rules.

6.11 Number of Prizes awarded. In all cases, the Contest Organizer, its subsidiaries, affiliated companies, parent corporations, advertising and promotion agencies, employees, agents, representatives, officers and directors, and their suppliers of products, materials and services related to this Contest, and their employees, agents and representatives cannot be required to award more Prizes than the number indicated in the Rules or to award Prizes other than in accordance with the Rules.

If computer, printing, production, mechanical, seeding, typographical, or other errors result in more valid Prize claims for any Prize level than the number stated herein, the Contest Organizer reserves the right to award the stated number of Prizes for the Prize level at the issue in a random draw from among all eligible, non-suspect, and valid Prize claims received for the applicable Prize level.

6.12 Authorizations. By entering the Contest, Entrants agree to have their submitted name displayed on the Contest Organizer's website, blog and Facebook page and used by us them for any purpose regarding the Contest and for promotional and advertising purposes in connection with the Contest Organizer and his products at any time, without any fee, remuneration or other form of compensation.

Each winner authorizes the Contest Organizer and its representatives to use, if required, his/her names, photo, likeness, statements regarding the Prize(s), place of residence and/or voice for advertising purposes in connection with the Contest, without any fee, remuneration or other form of compensation.

6.13 Ownership of entries. Registration Forms are the exclusive property of the Contest Organizer and will at no time be returned to Entrants.

6.14 Intellectual Property. The Contest Organizer is the sole owner of the Contest material and promotional products, as well as intellectual property rights thereto, and nothing in these Rules shall be construed so as to confer any right whatsoever to Entrants in this regard.

6.15 Communication with Entrants. Subject to the provisions of the Rules, there will be no communication or correspondence with Entrants, except with the winner of a Prize.

6.16 Entrant's identity. For the purposes of the Rules, the Entrant is the person whose name appears on the Registration Form and, subject to the terms hereof, the Prize will be awarded to this person should he/she be declared a winner.

6.17 Litigation. Any litigation respecting the conduct or organization of the Contest may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie for the purpose of helping the parties reach a settlement.

6.18 Competent legal tribunal. Subject to the provisions of the preceding paragraph regarding matters that fall under the jurisdiction of the *Régie des alcools, des courses et des jeux du Québec*, as a prior condition of Entry in this Contest, every Entrant agrees that disputes that cannot be settled between the parties, and all causes for action arising out of or connected with this Contest, must be settled case by case, without recourse to any form of class action, and exclusively before a competent court in Montréal, Quebec, which must apply the laws of the province of Quebec.

6.19 Unenforceability. If any paragraph of the Rules is declared or ruled to be illegal, unenforceable or void by a competent Court, then the paragraph in question shall be deemed void, but all other paragraphs not affected will be applied within the limitations of the law.

6.20 Gender. The masculine gender is used in these Rules solely for succinctness; it refers to both men and women.

6.21 Language. In the event of a discrepancy between the French and English versions of the Rules, the French version shall take precedence.

6.22 Acceptance. By participating in the Contest, Entrants agree to be bound by the Contest Rules and by the decisions of the Contest Organizer, which will be final and won't be subject to appeal in any respect, including, without limitation, any decision concerning eligibility, disqualification of Registration Forms, or Prize attribution.

6.23 Personal information in connection with the Contest. Entrants' personal information (email, name, family name) will be stored in Keurig's database in accordance with Keurig's privacy policy and the Contest Organizer will use it to contact Entrants as part of Keurig newsletters.

No other use will be made of Entrants' personal information, with the exception of Entrants who explicitly indicated when completing the Entry form that they wish to receive more information about the Contest Organizer, its products and/or activities.

6.24 The contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

6.25 The contest is not administered or sponsored by Instagram.