#### SLUSH PUPPIE CHALLENGE

#### **Competition rules**

**1.** The SLUSH PUPPiE CHALLENGE is hosted by Slush Puppie Canada Inc (the challenge organizers). It takes place on TikTok and Instagram, starting Monday, May 6, 2024 at 4:00 p.m. (EST), until Monday, September 2, 2024 at 4:00 p.m. (EST) (the "Challenge Period").

### **ELIGIBILITY**

2. Anyone aged 13 or over, residing in Canada, can participate in the challenge. However, employees, agents and representatives, companies, corporations, trusts or other legal entities, advertising and promotion agencies, suppliers of prizes, goods and services, linked to the challenge or to the organizers thereof are excluded. , as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or de facto spouses, and all persons with whom these employees, representatives and agents are domiciled. For people aged 13-17, parental authorization will be required before the prize is awarded, if this is the case. No purchase is necessary to participate in the Slush Puppie Challenge.

## HOW TO PARTICIPATE

## **3. PARTICIPATION**

3.1 Go to Tiktok and/or Instagram. Create a user account (if you haven't already). Post a video (or multiple videos) with the hashtag "#SlushPuppieChallenge" and mention the Slush Puppie Canada account "@slushpuppiecanada". The Slush Puppie Canada user account is the same for TikTok and Instagram. The videos will be evaluated by a panel of judges who will select the most innovative and creative video. The author of the video will win the \$25,000 cash prize.

# 4. CONDITIONS

4.1 Participants must comply with the following conditions, failing which they may be disqualified:

4.1.1 Each video posted on TikTok and/or Instagram must contain the hashtag "#SlushPuppieChallenge" with the mention "@slushpuppiecanada" in the text (caption) that accompanies the video.

4.1.2 Each participant must follow the Slush Puppie Canada account on TikTok and Instagram (@slushpuppiecanada).

4.1.3 The Slush Puppie Canada logo and/or product must be included and clearly visible in each video entered in the challenge. Videos containing competitors' logos and/or products will not be eligible.

4.1.4 Inappropriate behavior will be tolerated as we strive to foster a positive and

inclusive community. Participants engaging in such behavior will be immediately disqualified from the Challenge.

## 5. PRIZE

5.1 Check

5.2.1 One (1) check for \$25,000 will be given to the winner.

5.2.2 The winning video will be announced in September 2024.

# 6. UNLIMITED NUMBER OF VIDEOS

6.1 Participants may produce and publish an unlimited number of videos. Innovation and creativity remain the selection criteria for the winner.

## 7. AWARDING OF PRIZES

In order to be declared a winner, any selected participant must:

7.1 Be reached by direct message on TikTok or Instagram, at the sole discretion of the challenge organizers. In the event that a selected participant is contacted by direct message, he or she must respond in accordance with the instructions given therein, if applicable. In the case of a message, notification or mention indicating that the message could not be delivered, the challenge organizers have the sole discretion to disqualify the participant or attempt to contact him or her another way on social media. In the event that the selected participant is a minor in his or her province of residence, the challenge organizers reserve the right to communicate with his or her parent or legal guardian, in particular for purposes of verifying the parental consent provided or to notify that the minor was selected for the award.

7.2 Upon request and in a timely manner, provide photo identification.

**8.** In the event of non-compliance with one of the conditions mentioned in these regulations or refusal of the prize, the selected participant will be disqualified. In such a case, the challenge organizers may, at their sole discretion, cancel the prize or choose a new winner until a new participant is selected and declared the prize winner.

### **TERMS AND CONDITIONS**

**10. Disqualification.** The challenge organizers reserve the right to disqualify an individual if they attempt to participate in this challenge using a means that violates the rules or is likely to be unfair to other participants (e.g. inappropriate vidéos, missing hashtag, etc.).

**11. Progress of the challenge.** Any attempt to damage or undermine the legitimate operation of the Challenge is a violation of civil and criminal laws. If such attempts are made, the challenge organizers reserve the right to eliminate the participant and seek redress under the law.

**12. Acceptance of Price.** The prizes must be accepted as described in these regulations and cannot under any circumstances be transferred in whole or in part to another person, substituted for another prize or exchanged, subject to what is provided in the following paragraph.

**13. Substitution of price.** In the event that it was impossible, difficult and/or more expensive for the organizers of the challenge to award a prize (or part of the prize) as described in these regulations, particularly in specific cases for this purpose provided for in these regulations, they reserve the right to award a prize (or part of the prize) of the same nature and of equivalent value or, at their sole discretion, the cash value of the prize (or part of the prize ) indicated in these regulations.

**14. Limitation of Liability: Use of Prize.** By registering for this challenge, any participant releases from all liability the organizers of the challenge, any company, partnership, trust or other legal entity linked to the latter, their advertising and promotion agencies, their employees, agents and representatives (the "beneficiaries") of any damage they may suffer as a result of their participation in the challenge.

**15. Operation.** The organizers of the challenge do not guarantee in any way that Instagram or TikTok or any site linked to the challenge will be accessible or functional without interruption during the duration of the challenge or that it will be free from any errors.

**16. Limitation of Liability.** The beneficiaries disclaim any liability linked to the malfunction of any computer component, any software or any communication line, the loss or absence of network communication or any faulty, incomplete transmission, incomprehensible or erased by any computer or network and which may limit or prevent any person from participating in the challenge. The beneficiaries also disclaim all liability 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 any software or otherwise, and by the transmission of any information aimed at participation in the challenge.

**17. Modification of the challenge.** The organizers of the challenge reserve the right, at their sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this challenge in the event that an event occurs or any human intervention that could occur. alter or influence the administration, security, impartiality or progress of the challenge as provided for in these

regulations, subject to the approval of the Régie des alcools des courses et des jeux du Québec, if required.

**18. Limitation of Liability: Participation in the Challenge.** Any person participating or attempting to participate in this challenge releases the beneficiaries from any liability in the event of damage or injury that they may suffer due to their participation or attempted participation in the challenge.

**19. Authorization.** By taking part in this challenge, any participant selected for the prize authorizes the challenge organizers and their representatives to use, if required, name, photograph, image, voice, place of residence and/or statement relating to the prize for advertising purposes, and this, without any form of remuneration.

**20. Communication with participants.** No communication or correspondence will be exchanged with participants as part of this challenge other than in accordance with these regulations or at the initiative of the challenge organizers.

**21. Personal Information.** Personal information collected about participants in this Challenge will only be used for the administration of this Challenge. No communications, commercial or otherwise, unrelated to this challenge will be sent to the participant, unless they have explicitly consented to it.

**22. Property.** Challenge participants acknowledge that the videos produced and published are the property of the challenge organizers. Challenge organizers may use the videos at a later date to promote Slush Puppie Canada products. No remuneration will be awarded to participants.

**23. Participant Identification.** For the purposes of these rules, the participant is the person whose name appears on their Tik Tok and/or Instagram account and it is to this person that the prize will be awarded if they are selected and declared a winner, subject to the following paragraph.

**24. Minor participant.** In the event that a participant selected for the prize is a minor in their province of residence, their parent or legal guardian must sign the declaration form and accept the prize on their behalf.

**25. Decision of the competition organizers.** Any decision of the challenge organizers or their representatives relating to this challenge is final and without appeal, subject to any decision of the Régie des alcools, des courses et des jeux du Québec, concerning any question falling within its jurisdiction.

**26. Dispute.** For residents of Quebec, a dispute regarding the organization or conduct of an advertising challenge may be submitted to the Régie des alcools, des courses et des jeux for a decision. A dispute regarding the awarding of the prize may be submitted to the Régie only for the purposes of intervention to attempt to resolve it.

27. Severability of paragraphs. If any paragraph of these rules is declared or found to be

illegal, unenforceable or void by a court of competent jurisdiction, then that paragraph will be deemed void, but all other paragraphs which are not affected will be enforced to the fullest extent permitted by law.

**28.** Language. In the event of a discrepancy between the French version and the English version of these regulations, the French version will prevail.

Slush Puppie Canada 2024