

POLAR POP FOR A YEAR CONTEST
OFFICIAL RULES
(the “Rules”)

NO PURCHASE NECESSARY TO ENTER.

1. **CONTEST PERIOD AND SPONSOR.** The “Polar Pop® for a Year Contest” (the “**Contest**”) is sponsored by Couche-Tard Inc. and Mac’s Convenience Stores Inc. (collectively, the “**Sponsor**”) and is administered by 612 Creative Inc. (the “**Administrator**”). The Contest begins on July 19, 2024 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on July 28, 2024 at 11:59:59 p.m. ET (the “**Contest Period**”). The clock used by the Sponsor to compute Entries (as defined below) will be the official clock to determine the date and time of receipt of an Entry.
2. **ELIGIBILITY.** THIS CONTEST IS OPEN TO RESIDENTS OF ONTARIO (the “**Territory**”), who at the time of entry: (i) have reached the legal age of majority in their province of residence; or (ii) are thirteen (13) years of age or older, but under the legal age of majority in their province of residence (each, a “**Minor**”) and have permission from their parent/legal guardian who has agreed, on such Minor’s behalf and on his/her own behalf, that each of them will be bound by these Rules. The following persons are not eligible to win a Prize: officers, directors, shareholders, employees, agents and/or representatives of the Sponsor and/or the Administrator and their respective affiliates or related companies, advertising agencies, licensees, franchisees, partners, retailers, distributors and/or any other party related to the Contest. Also, any member of the immediate family of the persons mentioned in this section and any person living with them under the same roof (whether or not a member of their immediate family) are not eligible to win a Prize. The term “immediate family” means fathers, mothers, brothers, sisters, children, husbands, wives or spouses of the persons mention in this section, regardless of where they live. The Contest is not open and void where prohibited by law.
3. **AGREEMENT TO BE LEGALLY BOUND.** By participating in this Contest, each entrant agrees to be bound by (i) these Rules; and (ii) all decisions of the Sponsor and the Administrator, which are final in all respects. In the event of any inconsistency between the Rules and the conditions and explanations appearing on any other documents, including the Contest materials, these Rules shall take precedence.
4. **HOW TO ENTER. NO PURCHASE NECESSARY.** Standard text messaging and/or Internet access fees may apply (check your carrier plan for your standard text messaging and internet access fees). During the Contest Period, visit a participating Circle K store in the Territory and scan the QR code from the “Taste of Circle K” promotion or visit <https://form.typeform.com/to/MPOJ4gC6> (the “**Contest Website**”) and fill out the online entry form by completing the mandatory fields including the acceptance of the contest rules, first name, mobile phone number, and click submit. **Limit:** One (1) entry a day. By doing so, you will obtain between one (1) entry into the Contest (each an “**In-Store Entry**” and collectively, the “**In-Store Entries**”). There are no limits with respect to the number of unique codes entered per person, per mobile phone number.

Entries shall be deemed to be submitted by the Authorized Account Holder of the mobile phone number used to enter the Contest. “**Authorized Mobile Account Holder**” of a mobile phone is defined as the natural person who is assigned to a cellular telephone number by a wireless carrier that is responsible for assigning cellular telephone numbers. You may participate in the Contest ONLY using one (1) mobile phone number for which you are the Authorized Mobile Account Holder. Phone numbers from Wi-Fi texting apps are not supported and are not permitted to be used to participate in the Contest. An eligible Prize (as defined below) winner may be required to provide proof that he/she is the Authorized Mobile Account Holder associated with the selected mobile phone number. By submitting a phone number, you represent and warrant that you are the Authorized Mobile Account Holder. You shall be responsible and liable to the Sponsor for any

damages and other losses incurred by them as a result of your submission of any phone number for which you are not the Authorized Mobile Account Holder.

Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different mobile phone numbers, identities, or any other methods will void that entrant's Entries and that entrant may be disqualified from the Contest at the Sponsor's discretion. Use of any automated system (including but not limited to, Entries submitted using any robot, script, macro, or other automated service) to participate is prohibited and will result in the disqualification of the entrant.

5. **PRIZE.** The following prize (the "**Prize**") are available to be won:

Prize	Value	Quantity
Polar Pop for a Year (365 free Polar Pop cups with soda, any size, over 1 year)	\$288.35	1
TOTAL:	\$288.35	1

Odds of winning a Prize depend on the number of eligible Prize Entries received during the Contest Period.

Grand Prize Terms of Use

The Prize winner will be provided with a digital Coupon Book URL where the prize will be available for a period of one (1) year or until three hundred sixty-five (365) Polar Pops are redeemed, whichever occurs first (the "**Polar Pop Digital Coupon**"). The use of the Polar Pop Digital Coupon constitutes your acceptance of these Rules, as amended from time to time by the Sponsor in its sole discretion.

Redeeming the Prize

The Polar Pop Digital Coupon will allow the winner to redeem up to 365 Polar Pop cups and soda of any size, over one (1) year (the "**Validity Period**"). The Validity Period will begin on July 30, 2024 and end on the date stated on the Polar Pop Digital Coupon (August 5, 2024 E.T.). The Polar Pop Digital Coupon must be shown to the clerk at the cash register to redeem the free Polar Pop with a valid government issued ID, whenever used. The clerk will then input the amount of Polar Pop provided to the winner into the system to allow the Sponsor to track the total of Polar Pop redeemed and remaining on the Digital Coupon Card. The prize may only be redeemed at participating Circle K locations in Ontario, Canada.

The available balance of free Polar Pop will expire after August 5, 2024. The Polar Pop Digital Coupon can only be used to obtain free Polar Pop cup and soda of any size. The full stored value of the Polar Pop Digital Coupon will be applied to the total eligible amount of your in-store purchase. Any unused portion will remain on the Polar Pop Digital Coupon and can be applied towards future in-store purchases for the Validity Period. There is no limit to the number of uses in a single transaction, up to the maximum amount of 365 Polar Pop. The Polar Pop Digital Coupon cannot be resold. The Polar Pop Digital Coupon is not redeemable for cash, except where required by law.

No cash back for unused Polar Pop balances on the Polar Pop Digital Coupon, except where required by law. The Polar Pop Digital Coupon cannot be used for mobile or delivery orders. Sponsor reserves the right to cancel or refuse a Polar Pop Digital Coupon associated with an unauthorized transaction at any time. In the event the Sponsor may need to substitute a Polar Pop Digital Coupon with another prize after issue. In such an instance, the Sponsor will review the outstanding balance of free Polar Pop

remaining on the Polar Pop Digital Coupon and substitute it with something of equal or greater value, which may include but is not limited to a cash payout. The amount of the outstanding balance will be calculated as the number of remaining free Polar Pop available multiplied by \$0.79. Any Polar Pop Card inquiries can be directed to support@circleksupport.com.

The Prize and their components must be accepted as awarded and, except as otherwise expressly indicated by the Sponsor, cannot be transferred, substituted or exchanged, in whole or in part, for another prize or money.

The Sponsor, in its sole discretion, reserves the right to: (i) substitute all or any portion of the Prize with another prize or portion thereof of equal or greater value; and (ii) modify a Prize and award schedule at any time during the Contest. Under no circumstances will the Sponsor be responsible for awarding and/or redeeming any items in excess of the Prize and their respective quantities as listed above. Prizes may be different from the pictures shown in the Contest's promotional materials. Prize may also be subject to additional terms and conditions.

6. SELECTION AND NOTIFICATION. For the purposes of this Contest, a **"Day"** shall mean a calendar day that begins at 12:00:00 a.m. ET and ends at 11:59:59 p.m. A **"Week"** shall begin on Tuesday at 12:00:00 a.m. ET and end on Monday at 11:59:59 p.m. ET.

The Prize Draw will be initiated by a Contest administrator (human) and processed by an algorithm (computer program) that simulates a random draw (a **"Random Draw"**). Any attempt to manipulate or tamper with the winner selection system or the database of Entries will result in disqualification and possible criminal prosecution. The Random Draw for the Prize will be conducted on or before July 30, 2024 (the **"Prize Draw Date"**) in Surrey, BC from all eligible Entries received during the Contest Period. The Sponsor or its designated representative will make up to three (3) attempts to contact the selected entrants by text message to the mobile phone number submitted at the time of Entry within five (5) business days following the Grand Prizes Draw. If the selected entrant: (i) cannot be contacted within three (3) attempts or five (5) business days of being selected (whichever occurs first); or (ii) there is a return of any notification as undeliverable, then the selected entrant will be disqualified and an alternate entrant will be randomly selected from among the remaining eligible Entries received. If time permits, the process noted above will be repeated up to three (3) times, until a selected entrant has been contacted and the Grand Prize has been awarded or there are no eligible Entries remaining.

8. PRIZE CLAIM CONDITIONS. To be declared a winner and be awarded the Prize, the selected entrant must: (i) respond to the selection notification within the time period described above; (ii) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question administered at a mutually agreed upon time; and (iii) otherwise comply with these Rules. As a condition of being declared a winner, the selected entrant may also be required to do any or all of the following: (i) supply proof of age consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification; supply proof of address consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification, (ii) supply proof that they are the Authorized Mobile Account Holder associated with the selected mobile phone number, and (iii) sign and return the Sponsor's Declaration and Release Form (the **"Release Form"**). The Release Form (among other things): (i) confirms compliance with these Rules and acceptance of the Prize as awarded without substitution; (ii) releases the Sponsor, the Administrator their affiliates and related companies, the prize suppliers, advertising and promotional agencies and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns from any liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iii) confirms winner's agreement to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness, without

further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the Internet. The Release Form must be received by the Sponsor within the time period indicated on the Release Form. The Sponsor and their agents assume no responsibility for lost, stolen, delayed, illegible, damaged, misdirected, late, or otherwise void Release Forms.

Declining the Prize, failing to correctly answer the mathematical skill-testing question, failing to return the properly executed Release Form within the time period indicated on the Release Form or otherwise failing to comply with these Rules will cause the Prize to be forfeited and a new random draw held in accordance with the process described above.

The Prize will be delivered to the winner by text message to the mobile phone number submitted in the Release Form within three (3) business days of receiving their correctly completed documentation. The Sponsor is not responsible for contacting or forwarding the Prize to a winner who leaves unclear or incomplete information, or for lost, misdirected, delayed or destroyed Prize while in transit.

9. **LIMITATION OF LIABILITY AND RELEASE.** By participating into the Contest, entrants agree to release and hold harmless the Sponsor, the Administrator and their respective affiliates or related companies, advertising agencies, licensees, franchisees, partners, retailers, distributors, suppliers and any other interveners related to the Contest and each of their respective officers, directors, shareholders, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all claims, cause of action, or liability, including, without limitation, any injury, death or damage to or loss of property, resulting from the participation in the Contest or misuse of any Prize.

Without limiting the generality of the foregoing, the Releasees shall not be liable for any: (1) incorrect or inaccurate information, whether caused by entrants; or an error related to the programming of the Contest; (2) technical failures of any kind, such as in particular, hardware or software errors; faulty computer; any malfunctions, inaccessibility of the Contest Website in whole or in part for any reason; service interruptions or disconnections of Internet networks, telephone lines; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; (3) unauthorized human intervention at any stage of the Contest entry process or participation; (4) technical or human errors which may occur in the administration of the Contest or in the processing of Entries; or (5) any harm or prejudice suffered by persons, or any material damages resulting from participation in the Contest or acceptance, use, implementation or misuse of any Prize. If for any reason, it is confirmed that an entrant’s Entry was deleted, lost, or otherwise destroyed or corrupted by error, the only remedy, which the entrant is entitled to, is requesting to obtain another Entry to the Contest, if possible.

9. **PRIVACY.** The Sponsor and its authorized agents will collect, use, and disclose the personal information you provide at the time of Entry to the Contest for the purposes of administering the Contest and Prize fulfillment. The winner (and in the case of eligible minor participants, their parent and/or legal guardian) consents to the Sponsor’s use of their name, photograph, city, voice, image and/or statement, related to their Prize for publicity purposes in any manner or media including the Internet, at any time, in perpetuity, without compensation, notice or liability for use of same.

The opportunity to receive other communications about the Sponsor’s products, Contests and other promotional offers may be provided by the Sponsor. Please refer to the Sponsor’s privacy policy for more information about how we manage your personal information: <https://www.circlek.com/privacy-policy>.

10. **RIGHT TO MODIFY / SUSPEND / TERMINATE.** The Sponsor and its authorized agents reserve the right, in their sole discretion, and without notice to cancel, suspend, or modify the Contest, in all or in parts, or entrants’ eligibility for any reason, including without limitation in the event of any printing, administrative

error, virus, bug, unauthorized human intervention, tampering, fraud, equipment failure, security breaches or other causes which corrupt or affect the administration, security, fairness or proper conduct of the Contest.

11. **GENERAL CONDITIONS.** The Sponsor reserves the right, in their sole discretion, to disqualify from this Contest any person that the Sponsor reasonably believes has tempered or attempted to temper with the entry process, the operation of the Contest or the Contest Website, who does not comply with these Rules or acts in a manner that goes against the spirit of the Contest or adversely or with the intent to disturb, insult, threaten, intimidate or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE CONTEST PLATFORM/APPLICATION (OR A WEBSITE LINKED THERETO) OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

All decisions rendered by the Sponsor regarding any aspects of the Contest are final. The Contest is subject to all applicable federal, provincial and municipal laws. These Rules shall be governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada, as applicable therein, without reference to its conflicts of laws principles. Any and all disputes, claims, and causes of action arising out of or connected with these Rules shall be resolved individually, and exclusively by the courts in Toronto, Ontario. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision contained herein. If any provision of these Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The paragraph headings are used for reference purposes only and shall not affect the interpretation of the Rules.

For further Contest details or inquiries contact a promotional representative at:
"Circle K Polar Pop for a Year Contest" c/o 612 Creative
#210 – 4259 Canada Way
Burnaby, British Columbia V5G 4W6