

Name That Drink Campaign Terms & Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Name That Drink Contest ("Campaign") is open only to those who comment on the Instagram, Facebook, or X Post and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of British Columbia and Alberta and is void where prohibited by law. Employees of Blenz Coffee, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant ("You") agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Blenz Coffee as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting on April 8, 2024 at 7:00 am PST and ending on April 17, 2024 at 11:59 pm PST. All online entries must be received by April 16, 2024 at 11:59 pm PST.

4. How to Enter: The Campaign must be entered by posting a comment on the Instagram, Facebook, or X Post. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Blenz Coffee.



5. Prizes: The Winner of the Campaign (the "Winner") will receive a \$250 value in Blenz Coffee gift card(s). Actual/appraised value may differ at the time of prize award. The specifics of the prize shall be solely determined by Blenz Coffee. No cash or other prize substitution shall be permitted except at Blenz Coffee's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for [your company name] to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

6. Winner Selection and Notification: The top 3 entries will be selected by Blenz Coffee. The Winner from the top 3 will be selected by a community vote on Blenz Coffee's social media channels under the supervision of Blenz Cofee. Winner will be notified by Direct Message on Instagram, Facebook, or Twitter within five (5) days following selection of Winner. Blenz Coffee shall have no liability for Winner's failure to receive notices due to spam, junk email, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, provincial, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT BLENZ COFFEE'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE



CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Rights Granted by You: By entering this content, You understand and agree that Blenz Coffee, anyone acting on behalf of Blenz Coffee, and Blenz Coffee's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

8. Terms & Conditions: Blenz Coffee reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Blenz Coffee's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Blenz Coffee may select the Winner from all eligible entries received prior to and/or after the action taken by Blenz Coffee. Blenz Coffee reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Blenz Coffee has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign



may be a violation of criminal and civil laws. Should such an attempt be made, Blenz Coffee reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: By entering, You agree to release and hold harmless Blenz Coffee and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

10. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF CANADA, BRITISH COLUMBIA AND ALBERTA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in British Columbia having jurisdiction. Further, in any such dispute, under no circumstances shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than



participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

11. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Blenz Coffee website. To read the Privacy Policy, <u>click here</u>.

12. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Blenz Coffee. 21320 Gordon Way, Unit 220, Richmond, BC V6W 1J8, Canada. Requests must be received no later than April 29, 2024 at 11:59 pm PST.

13. Sponsor: The Sponsor of the Campaign is Blenz Coffee. 21320 Gordon Way, Unit 220, Richmond, BC V6W 1J8, Canada.

14. Social Media Channels: The Campaign hosted by Blenz Coffee is in no way sponsored, endorsed, administered by, or associated with Meta or X channels.