

YOGEN FRÜZ® FALL PUMPKIN SPICE SAMPLE 2024 CONTEST

OFFICIAL CONTEST RULES AND REGULATIONS

1. CONTEST PERIOD: The Yogen Früz® Fall Pumpkin Spice Sample 2024 Contest (the “**Contest**”) will operate for only two (2) consecutive days at only participating Yogen Früz® franchised locations (“**Yogen Früz Stores**”). The first (1st) day of the Contest will commence at Vaughan Mills, 1 Bass Pro Mills Dr., Unit K2-1, Vaughan, ON L4K 5W4 (“**Vaughan Mills**”) and is scheduled to start at 12:00 a.m. Eastern Standard Time (“**EST**”) and will end at 6:00 p.m. (estimated) EST on Monday, November 4, 2024; the second (2nd) day of the Contest will commence at Yorkdale Shopping Centre, 3401 Dufferin St., Unit 32A, North York, ON M6A 2T9 (“**Yorkdale Shopping Centre**”) and is scheduled to start at 12:00 a.m. EST and will end at 6:00 p.m. (estimated) EST on Tuesday, November 5, 2024 or whenever prizes are exhausted, whichever occurs first (the “**Contest Period**”). Each entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in this Contest, each entrant (an “**Entrant**”), unconditionally accepts and agrees to comply with and abide by these Rules. The Sponsor shall have the sole discretion in determining the timelines of any action or inaction related to this Contest and reserves the right to amend these Rules and/or cancel this Contest at its sole discretion. All times mentioned in these Rules are Eastern Standard Time unless expressly noted.

2. ELIGIBILITY: Contest is open to legal residents of Canada (excluding residents of the province of Québec and United States), except employees (including employees of franchisees of Yogen Früz Stores), representatives and agents (and those with whom such persons are domiciled, whether related or not) of Yogen Früz (including Yogen Früz Stores), a division of Yogen Früz Canada Inc. (the “**Sponsor**”), its subsidiaries, affiliates, franchisees and related companies, as well as Home Office Associates of Sponsor’s restaurant brands, their respective advertising and promotion agencies and suppliers and any other entity involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”). Subject to the above restrictions, franchisees and their employees of any of the following affiliates such as Yogurty’s®, Sweet Jesus™, Yeh!®, shall be eligible to participate in the Contest. The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion to disqualify any Entrant should such an Entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

3. METHOD OF ENTRY: No purchase necessary. There are three (3) ways to enter into the Contest for a chance to win a Prize (defined below).

3.1 In-Store Entry. During the Contest Period, eligible Entrant will visit one (1) participating Yogen Früz® Store (Vaughan Mills and Yorkdale Shopping Centre) and purchase one (1) Pumpkin Spice Ü Sensation Froyo and/or one (1) Pumpkin Spice cold/hot Chai Früz Tea (the “**Eligible Purchase(s)**”) and will automatically receive one (1) prize spin (the “**Prize Spin**”) to win one (1) Prize (subject to availability and while supplies last).

3.2 No Purchase Entry. To enter the Contest without a purchase, during the Contest Period, Entrant’s may proceed with one (1) of the following methods of entry: (i) mail a fifty (50) word or more unique and original essay about your favorite Yogen Früz memory at Yogen Früz Store and/or your favorite Yogen Früz product at Yogen Früz. Entrant can mail the original copy of the essay: “Yogen Früz® Fall Pumpkin Spice Sample 2024 Contest”, to Yogen Früz Canada Inc., 210 Shields Court, Markham, Ontario L3R 8V2, Attention: Yogen Früz Marketing Department. All mail-in no purchase necessary requests must be post-marked during the Contest Period and received no later than November 11th, 2024. Upon receipt of a valid submission by the Sponsor, you will receive one (1) Prize Spin to win a Prize (subject to availability and while supplies last). All requests must be received separately in an envelope bearing sufficient postage (i.e. multiple mail-in no purchase necessary requests in the same envelope will be void) and must include a self-addressed pre-paid envelope with sufficient return postage; (ii) by visiting a participating Yogen Früz Store and signing up to become a Loyalty Subscriber on the Sponsor’s website (www.yogenfruz.com) in-person at the Yogen Früz Store, once the Entrant has signed up they will receipt a Loyalty Subscriber confirmation e-mail, present this confirmation e-mail to the participating Yogen Früz Store employee/staff for verification and

correctly answer a mathematical skill-testing question provided by the Sponsor’s employee/staff to obtain your Prize Spin. The Releasees (defined below) take no responsibility for any lost, stolen, delayed, damaged, misdirected, late or destroyed mail-in no purchase necessary requests (all of which are void).

4. **PRIZES:** At the start of the Contest, there will be 128 prizes available (each a “Prize” and collectively, the “Prizes”) available to be won during the Contest Period. These Prizes will be available for distribution through November 4th, 2024 & November 5, 2024, or while supplies last (whichever occurs first).

5. **PRIZES AVAILABLE TO BE WON:**

There are the following available Prizes from the Sponsor awarded to the declared winners (or, their parent or legal guardian in the instance where the eligible winner is under the legal age of majority in their jurisdiction of residence) (each “Prize”) listed here:

- 5.1 Three (3) Ninja Woodfire Pro Connect™ XL Outdoor Grill & Smoker – OG901LWC. Approximate retail value is \$599.99 each.
- 5.2 One (1) Ninja Woodfire™ 8-in-1 Outdoor Oven – OO101LWC. Approximate retail value is \$499.99 each.
- 5.3 Two (2) Ninja® Foodi™ 6-in-1 8-qt. 2-Basket Air Fryer with DualZone™ Technology – DZ201C . Approximate retail value is \$219.99 each.
- 5.4 Three (3) Shark FlexStyle Air Drying and Styling System – HD430C. Approximate retail value is \$349.99 each.
- 5.5 One (1) Shark HydroVac Cordless – WD200C. Approximate retail value is \$399.99 each.
- 5.6 Eight (8) Ninja Portable Blender – BC151BKC . Approximate retail value is \$89.99 each.
- 5.7 Twenty-eight (28) Ice Cream Scoop. Approximate retail value is \$12.99 each.
- 5.8 Eighty (80) Yogen Fruz® Free Toppings*. Approximate retail value is \$0.85 each.
- 5.9 Six (6) Yogen Fruz® Gift Card**. Approximate retail value is \$20.00 each.

Prizes must be accepted as awarded and are not transferable or convertible to cash. There is no limit to the number of Prizes eligible to be won per household/person. The Sponsor reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute the Prize or any component of a Prize or equal or greater value without liability. Sponsor will not be held responsible in any manner whatsoever should the winner not be satisfied in any way with the Prize in all areas. It is possible that not all Prizes will be awarded over the Contest Period. The number of Prizes actually awarded could be impacted by the number of Entries received. Sponsor reserves the right not to award any Prizes which have not been won during the Contest Period.

*Free Topping Prizes must be accepted as awarded and are not transferable or convertible to cash. There is no limit to the number of food prizes eligible to be won per household/person.

**The following Gift Cards can be used in combination with any offerings. Gift Card prizes must be accepted as awarded and are not transferable or convertible to cash. Valid at all Yogen Früz Store locations. The Gift Cards do not have an expiry date.

FOR ALL PRIZES: No substitutions except at Sponsor’s option. Sponsor reserves the right to substitute any prize or a component thereof with one of equal or greater value.

6. **WINNER SELECTION:** Winners will be notified immediately after their Prize Spin on what Prize they have won.

7. HOW TO CLAIM A PRIZE: In order to claim a Prize the Entrant must comply with all terms and conditions of this Contest. Potential winner will be required to correctly answer a time-limited, mathematical skill-testing question without assistance in order to be eligible to receive the Prize. In addition, each potential winner may be required to sign and return to the Sponsor, within three (3) days of the date the notice/attempted notice (the “**Release Form**”) is delivered in order to claim his/her Prize and to fulfill any such other requirements as determined by the Sponsor. If you are required to complete the Release Form, kindly ask the employee/staff on site for the Release Form and/or you may obtain a copy of the Release Form by visiting the website link here: (www.yogenfruz.com) and please ensure it is completed and submitted by (i) mailed to 210 Shields Court, Markham, ON L3R 8V2 and/or (ii) e-mailed to marketing@yogenfruz.com, Attention: Marketing Manager. If the potential winner fails to do so, he/she may be disqualified and forfeit the Prize. In the event the potential winner is a minor, he/she will be disqualified and have forfeited the Prize. In the event that the potential winner forfeits the Prize, fails to answer the skill-testing question correctly, or is disqualified for any reason, the Prize will again become part of the available Prize pool. The Sponsor makes no representation or warranty of any kind with respect to the appearance, safety or performance of a Prize. The Releasees are not responsible for lost, late, illegible, mutilated, misdirected or post-due rules requests, or prize claims (all of which are void).

8. RELEASES, ETC.: By entering this Contest, each Entrant (and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence) agrees to release and hold harmless the Releasees from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize (or a portion thereof) awarded herein; or 2) participation in this Contest. By accepting a prize, each winner (and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence) agrees to the publication, reproduction and/or other use of their name, address, voice, statements about the Contest and/or photograph or other likeness in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the Internet, without further notice, permission or compensation.

9. LIMITATIONS OF LIABILITY: The Releasees will not be liable for: a) any incomplete, incorrect or inaccurate capture of information, whether caused by website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of prize claims; b) the theft, destruction or unauthorized access to, or alteration of, prize claims; c) any problems with, or technical malfunctions or, telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; d) any failure of any email or other information to be received, captured or recorded by or from the independent promotion judging organization or any other person or entity for any reason including, but not limited to, traffic congestion on the Internet or at any website or combination thereof, interrupted or unavailable networks; e) damage to a participant’s or other person’s system or device occasioned by participation or downloading of materials in this Promotion; or f) late, delayed, damaged, misdirected, destroyed, lost, illegible, incomplete, incorrect, fraudulent, stolen, postage-due or wrongly addressed prize claims, all of which will be deemed void.

10. PERSONAL INFORMATION: By participating in this Contest, eligible winners consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest in accordance with the Sponsor’s Privacy Policy. Personal information will not otherwise be used or disclosed without consent. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

Sponsor may be collecting personal data about eligible winners only for the purposes of administering this Contest. No further informational or marketing communications will be received by Entrants, unless the Entrant provides Sponsor with explicit permission to do so.

11. RIGHT TO TERMINATE, SUSPEND OR AMEND: The Sponsor reserves the right to withdraw, suspend or amend this Contest (or, amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bug, tampering, unauthorized intervention, fraud, or failure. Any attempt to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. Sponsor reserves the right, at its sole discretion, to disqualify from this Contest and any future contest, sweepstakes or other promotion conducted by Sponsor, any individual that it finds or believes to be tampering with the prize claim process or the operation of the

Contest; to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to cancel, suspend or amend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

12. MISCELLANEOUS: All decisions of the Sponsor, or any contest judging organization as designated by it, are final and binding without right of appeal in all matters relating to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. All approximate prize value amounts are shown in Canadian dollars.

If due to printing, on-line, internet, computer or other error of any kind, more prizes are claimed than intended to be awarded according to these Rules, or in the event that due to such error, a valid prize claim is revealed, making the number of valid prize claims greater than the number of prizes available under these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid prize claims and/or conduct a random draw from amongst all eligible prize claimants to award the correct number of prizes. In no event will the Sponsor or Releasees be liable for more than the stated number of prizes in these Rules.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant with these Rules, or as a result of problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Promotion; and/or (ii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Promotion in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

The sole determinant of the time for the purposes of this Promotion will be the Sponsor's Official Clock(s).

13. MINORS: If any individual under the legal age of majority in their province or territory of residence is eligible to win, then the prize will be awarded to that individual's parent, legal guardian or other legal authorized representative of such person (subject to compliance with these Rules). Further, the eligible minor's parent, legal guardian or other legal authorized representative must sign any and all required documents on behalf of the minor.

14. INTELLECTUAL PROPERTY: All intellectual property, including, without limitation, all trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

15. LANGUAGE DISCREPANCY: In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Promotion-related materials, including, but not limited to, the Prize Spin, or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.