

RUBICON x DJ Charlie B VIP Experience Contest
Official Rules (the “Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. THE CONTEST IS VALID IN CANADA ONLY AND IS OPEN ONLY TO ELIGIBLE PERSONS, AS SPECIFIED IN THE RULES BELOW VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

This Contest is in no way sponsored, endorsed or administered by, or associated with Meta Platforms, Inc (“**Facebook/Instagram**”). Information is being provided to the Sponsor (defined below), not to Meta Platforms, Inc. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Meta Platforms, Inc. Your participation in this Contest must at all times comply with all applicable Meta Platforms, Inc. terms of service. In the event of any violation of such terms of service, the Sponsor may, in its sole and absolute discretion, disqualify you from the Contest.

Contest Period

1. RUBICON x DJ Charlie B VIP Experience Contest (the “**Contest**”) commences at 12:00:01 PM EST on Friday, July 7th, 2023 and ends at 11:59:59 PM EST on Tuesday, September 12th, 2023 (the “**Contest Period**”). All entries must be received by 11:59:59 PM EST on September 12, 2023 (the “**Contest Closing Time**”). Entries submitted after the Contest Closing Time will not be accepted.

Eligible Persons

2. The Contest is only open to legal residents of Canada who have reached the age of majority in their Province or Territory of residence at the time of entry, excluding: (a) employees, directors, officers, representatives and agents of: (i) Rubicon Food Products Limited, (the “**Sponsor**”); (ii) the independent contest management organization appointed by the Sponsor to administer the Contest (the “**Contest Administrator**”); (iii) any affiliates of the Sponsor or the Contest Administrator; (iv) any of the Sponsor’s advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (v) any persons or entities involved in judging the Contest; and (b) all persons with whom those specified in (a) are domiciled or immediately related. The persons and entities specified in (a) and (b) are referred to collectively herein as the “**Contest Entities**”. For the purposes of these Rules, two people are “immediately related” if one is the husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather or father-in-law of the other. For clarity, groups, clubs, organizations, businesses and commercial and non-commercial entities cannot enter the Contest.
3. An entrant must meet the eligibility requirements set out in these Rules from the time of entry until the time he/she is confirmed a winner (if he/she becomes a winner).

How To Enter

4. **How to Enter:** No purchase is necessary to enter or participate in the Contest. A person may enter the Contest in accordance with the requirements and any of the entry methods described below:

5. (a) Social Media. During the Promotion Period, visit the Rubicon Exotic Canada Instagram page www.instagram.com/rubiconexotic or the Rubicon Exotic Canada Facebook page www.facebook.com/rubiconcanada and find the RUBICON x DJ Charlie B VIP Experience Contest Pinned Post. To enter the Contest on Instagram, a potential entrant must (1) like the post, (2) follow @rubiconexotic on Instagram and (3) @mention/tag a friend in a comment using the hashtag "#RubiconVibes". To enter the Contest on Facebook, a potential entrant must (1) like the post, (2) follow Rubicon Exotic Canada Facebook, and (3) leave a comment using the hashtag "#RubiconVibes". Each entry shall be referred to as a Submission. An eligible Submission enters you in the Contest for a chance to win the prize. Neither Sponsor nor any of its parent, affiliated or subsidiary companies, advertising/promotion agencies, respective officers, directors, employees, agents, representatives or assigned (collectively "Released Parties") are liable for any disputes between participants and/or entrant related to the Submission.
6. (b) **Alternate Electronic Mail ("Email") Entry Method.** One may submit an Email which includes the following information: first and last name, age, complete address (no PO Boxes and including Postal Code), telephone number and email address. The Email must be sent to: info@rubiconexotic.ca and must be received before the end of the Promotion Period. The email subject line must read "RUBICON x DJ Charlie B VIP Experience Contest."
7. **Additional Entry Details:** Sponsor is not responsible for errors or problems downloading or uploading any contest-related materials or information, or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet, or any other technical problems related to Contest entries including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Contest. Submissions made on another's behalf by any other individuals or any other entity, including but not limited to commercial contest subscription notification and/or entering services, will be declared invalid and disqualified from this Contest. Submissions made through any robotic, automatic, mechanical, programmed, or similar entry duplication method will be disqualified. By entering, entrants confirm that they are 18 years of age, release Instagram of responsibility, and agree to Instagram's and Facebook's terms of use.
8. There is a limit of 5 entries per day per Meta platform (Instagram or Facebook).

Prizes and Odds of Winning

9. There is one (1) Grand Prize (a "**Grand Prize**") available to be won. The Grand Prize consists of a trip for two (2) to Toronto, Ontario for a Rubicon x DJ Charlie B VIP Experience from Sept 29th to October 2nd, 2023. The trip includes:
 - (a) Round trip economy class airfare* for winner and one (1) guest from the major Canadian airport nearest to the winner's residence (selected at the discretion of the Sponsor) to Toronto;
 - (b) 3 consecutive nights hotel accommodation (determined by the Sponsor) for two (2) people (based on standard room, double occupancy);
 - (c) an Exclusive Experience with DJ Charlie B for the winner and guest in Toronto;

- (d) 2 Tickets to a concert in Toronto on October 1st, 2023;
- (e) \$2,000.00 CDN spending money awarded to the winner; and
- (f) \$250 CDN Amazon Gift Card to be used at the Amazon.ca/Rubicon storefront
- (g) All of the above constitute a Rubicon Exotic x DJ Charlie B VIP Experience.

*If the winner resides in the Toronto area, compensation will not be provided for substitution of airfare.

The approximate retail value of the Grand Prize is five thousand Canadian dollars (\$5,000.00 CAD). Actual value of the Grand Prize will vary depending on the departure city and date of booking. See Prize Page for full details of the prize. The winner will not be entitled to the difference between the actual retail value of the Grand Prize and the approximate retail value of the Grand Prize. The approximate odds of winning the Grand Prize depend on the total number of eligible entries received by the Contest Closing Time. There is no cash substitute.

Any other costs or expenses associated with the Grand Prize not specified identified herein will be the responsibility of the winner and guest (as applicable), including ground transportation, meals, communication charges, room service, gratuities, optional tours, insurance, medical and travel document (if required). Sponsor will not be responsible if weather conditions, event cancellations, or other factors beyond Sponsor's reasonable control prevent the prize or part of the Grand Prize from being fulfilled, and winner will not be entitled to compensation in lieu thereof. Winner and guest must have no restrictions on their ability to travel or to fully participate in the Grand Prize or it may be forfeited, in whole or in part and may, at the Sponsor's discretion, be awarded to an alternate entrant. Winner and guest are responsible for obtaining all necessary travel documentation and permissions and must travel on the same itinerary. Winner and guest must follow Sponsor's directions with respect to date and time of travel, travel carriers, accommodations, date of time of any events or the Grand Prize will be forfeited and may be awarded to an alternate winner, time permitting. Sponsor will not be responsible if winner/guest are denied entry onto aircraft(s), into the destination, or return entry into the departure city. In such a situation, the winner/guest will be responsible for any and all additional costs incurred. Winner/guest must obey all rules and requirements during the trip, including the hotel requirement to present a major credit card. Failure to follow such rules and requirements may result in, without limitation, ejection from the events, non-admission to the hotel and forfeiture of all or part of the Grand Prize. Guest must have reached the age of majority in their jurisdiction of residence prior to date of travel.

Trip as described is subject to availability and may vary from description. Trip must be taken as described Friday September 29th, 2023 and Monday October 2nd, 2023.

10. There are a total of three (3) Secondary Prizes (each, a "**Secondary Prize**") available to be won at the outset of this Contest. Each Rubicon Exotic Prize Pack consists of one (1) of three (3) \$150 (CAD) Amazon Gift Card. The approximate retail value of each Secondary Prize is one hundred and fifty Canadian dollars (\$150.00 CAD). The approximate odds of winning a Secondary Prize depends on the total number of eligible entries received during the applicable Secondary Prize Contest Period (as defined below).
11. Limit of one (1) Grand Prize and/or one (1) Secondary Prize per person and per household.
12. All amounts and costs related to any Prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a

Prize, which are not expressly covered by the Sponsor are the responsibility of the individual winner. It is the individual winner's responsibility to understand and abide by any federal, provincial, territorial, local or foreign tax laws that may apply to receipt of a Prize.

13. A person eligible to win a Prize must accept the Prize as awarded and may not transfer such Prize or substitute or exchange for, or apply the Prize's value towards, cash or a higher cost or alternative prize. All Prizes are non-refundable, cannot be replaced if lost or stolen and are provided on an "as is" basis, without any representation or warranty of any kind. The Sponsor reserves the right, in its sole and absolute discretion, to make substitutions of equivalent or greater kind or value in the event of the unavailability of all or part of a Prize or for any other reason whatsoever.

How Prizes are Awarded

14. A random draw ("**Prize Draw**") to award the Grand Prize and the Secondary Prizes, subject to these Rules (including the verification and skill-testing question requirements), will be held on September 13, 2023, at approximately 2:00 PM EST in Toronto, Ontario from all eligible Contest entries received during the Contest Period. One (1) potential winner will be randomly selected in the Grand Prize Draw and three (3) potential winners will be randomly selected in the Secondary Prize Draws. Each Prize Draw will be conducted by the Contest Administrator.
15. If, for any reason whatsoever, by the time of a Grand Prize Draw or Secondary Prize Draws (collectively, the "**Prize Draws**") no eligible entries have been received or there are an insufficient number of eligible entries to award all of the Prizes allocated to that Prize Draw, prizes will not be awarded.
16. Each potential winner of a Prize will be notified initially by direct messaging through Instagram or Facebook within three (3) days of the date on which his/her entry was selected as a potential winner. If the Contest Administrator is unsuccessful in its attempts to reach and hear back from a potential winner after two (2) attempts over a five (5) day period to the Instagram or Facebook account from which the person entered, then, at the Sponsor's sole and absolute discretion, that potential winner may be disqualified without liability to the Sponsor. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. Through the winner notification process, the potential winner must confirm his/her eligibility and indicate his/her willingness to accept the applicable Prize. The potential winner will then receive official notification via email. No communications will be entered into other than with the potential winners. Secondary prize winners will be emailed their prize.
17. The potential winner will be responsible for obtaining all the necessary medical approvals (including, without limitation, inoculations), administrative documents (including, without limitation, passports, identification and visas) and any permits/authorizations required for, and for complying with all laws and regulations relating to, the Grand Prize trip. The Releasees shall not be held liable in the event that any potential winners are unable to benefit from the Grand Prize, or any part thereof, because of having failed to complete or comply with such requirements.

Declaration and Release and Skill-Testing Question

18. Before being confirmed as a winner of a Prize, each potential winner must complete and return, within ten (5) days of date of receipt, a Declaration and Release Form (the “**Declaration and Release**”), which (among other things):
 - (a) confirms compliance with these Rules;
 - (b) acknowledges acceptance of the Prize as awarded;
 - (c) releases the Contest Entities and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all liability in connection with this Contest, the potential winner’s participation therein and the awarding and use/misuse of the Prize or any portion thereof; and
 - (d) confirms the potential winner’s consent to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet.
19. Further, prior to being confirmed as a winner of a Prize, each potential winner must also correctly answer a mathematical skill-testing question contained in the Declaration and Release, without assistance of any kind, whether mechanical, electronic or otherwise.
20. If a potential winner fails to return the properly executed Declaration and Release within the specified time period, the Sponsor may, in its sole and absolute discretion, disqualify the potential winner, thereby forfeiting any and all rights the potential winner may have to the Prize. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules.
21. If a selected potential winner does not meet the eligibility requirements, does not correctly answer the mathematical skill-testing question, does not complete and return the Declaration and Release, is unable or unwilling to accept the Prize as offered or elects to decline the Prize, he/she will be disqualified and an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. Any disqualified winner will not receive any alternate prize, substitution or compensation.
22. Upon satisfaction of all requirements of these Rules, including, without limitation, receipt of the completed Declaration and Release, winners will be contacted to make further Prize delivery arrangements.

Privacy

23. The Sponsor respects your right to privacy and works at all times to comply with all applicable data protection and privacy laws. Except as expressly set out in these Rules, in the Sponsor’s Privacy Policy (available on the Website at <https://rubiconexotic.ca/>

privacy-policy/), or as otherwise agreed to by you, any personal information provided in connection with this Contest will only be collected, used and disclosed by the Sponsor and its third party partners and service providers for the purposes of administering and conducting this Contest, including, without limitation, verification of eligibility and identity and awarding and delivering Prizes. Additional Rules and Restrictions

24. By participating in this Contest, entrants agree to abide by and be bound by these Rules and the decisions of the Sponsor and the Contest Administrator, which shall be final and binding on all entrants in all matters relating to this Contest, subject to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable. In the event an entrant wins a Prize and is later found to be in violation of these Rules, he/she will be required to forfeit the Prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after winner has used the Prize. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the Prize.
25. Proof of sending (regardless of method) is not proof of receipt by the Sponsor or Contest Administrator. Incomplete, altered, mutilated or garbled entries will be disqualified. The Releasees are not responsible for lost, late, misdirected, garbled, stolen, incomplete, invalid, unintelligible or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, the effects of hackers, the failure of any electronic equipment, computer transmissions and/or network connections or any other reason beyond Sponsor's reasonable control; all of which will be disqualified. The Releasees are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including, without limitation: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entrants are restricted to use of ordinary and typical computer equipment and internet access use in respect of the Contest.
26. The Releasees are not responsible for the cancellation or postponement of any component of this Contest or any associated programs and materials. The Releasees are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest. The Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including, without limitation, errors which may occur in connection with the printing or advertising of this Contest, these Rules, administration or execution of the Contest, the conducting of the prize drawing, the cancellation of any element of a Prize, the processing of entries or in the selection or announcement of a Prize or Prize winner.
27. Each entrant must submit an entry and participate in the Contest on his/her own behalf. Any entry submitted on behalf of another individual, on behalf of a group or organization, or using another person's email address, name or other personal information will be disqualified and ineligible to claim any Prize.
28. Any attempt by any entrant to obtain more than the specified number of entries by using (or attempting to use) multiple names, identities, email addresses, registrations or logins, or by any other means whatsoever, will entitle the Sponsor, in its sole and absolute discretion, to void that entrant's entries and disqualify that entrant from the Contest.

Entries by any means which subvert the entry process will be void. Any Registration Form that is determined by the Sponsor, in its sole and absolute discretion, to have failed to have been fully completed and submitted during the Contest Period will be rejected. Use (or attempted use) of any automated, macro, script, robotic or other systems or programs to enter or otherwise participate in, subvert or disrupt the Contest, and any other attempt to manipulate, tamper with or defraud any element of this Contest, is prohibited and is grounds for disqualification by the Sponsor in its sole and absolute discretion.

29. In the event of a dispute as to any entry, the authorized account holder of the email address included in the Registration Form for that entry will be deemed to be the entrant and he/she must be eligible according to these Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned or acknowledged.
30. The sole determinant of the time of receipt of an entry for the purposes of determining the eligibility of that entry shall be the Sponsor or Contest Administrator's computer or server.
31. By participating in the Contest, except to the extent prohibited by applicable legislation, each entrant:
 - (a) consents to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet;
 - (b) releases and agrees to defend and indemnify the Releasees and Facebook Inc. from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an entrant's participation in this Contest, or the acceptance, possession or use/misuse of any Prize or participation in prize-related activities (including but not limited to activity related thereto);
 - (c) agrees not to make any claim against any of the Releasees, Facebook Inc. or against any third party that may result in a claim against any of the Releasees or Facebook Inc., in respect of any matter in any way relating to or arising in connection with the Contest; and
 - (d) acknowledges and agrees that the Releasees and Facebook Inc. make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.
32. The Releasees shall not be liable to Prize winners or any other person for failure to supply any Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond the reasonable control of the Releasees.
33. Sponsor reserves the right, subject only to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable, to cancel, modify, suspend or terminate the Contest, to change any Contest draw dates and to modify these Rules at any time without

notice, for any reason, including, without limitation, if, in the opinion of the Sponsor, in its sole and absolute discretion:

- (a) fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest;
- (b) a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest; or
- (c) there is any accident or printing, administrative or other error of any kind related to the Contest.

In the event of an early termination of the Contest, Sponsor reserves the right to determine the Prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

- 34. Subject only to the jurisdiction of the Régie des alcools, des courses et des jeux where applicable, the Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of technical 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.
- 35. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Website to participate in the Contest or use the Website.
- 36. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the Registration Form, the French version of these Rules and/or point of sale, television, print or online advertising, the terms and conditions of these English Rules shall prevail, govern and control.
- 37. Except where prohibited by law, by completing the act of entering the Contest, each entrant agrees that the Contest, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws, rule or principle that might refer such interpretation to the laws of another jurisdiction). Each entrant irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter related to this Contest.
- 38. If any provision of these Rules is determined to be invalid or unenforceable, the remaining provisions of these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.
- 39. Except where prohibited by law, by participating in this Contest, each entrant agrees that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will entrant be entitled to receive lawyers' fees or other legal costs; and (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

40. For Quebec residents, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.
41. A copy of these Rules is available on the Website. If you have any questions regarding the Contest, or if you would like a list of the Contest winners once they are named, please contact the Sponsor through its contact information on the Website (info@rubiconexotic.ca).