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## Namaste Getaway – Contest Terms & Conditions

### ENGLISH

#### Long Rules

THE FOLLOWING CONTEST IS VALID ONLY IN CANADA. TO ENTER AND BE ELIGIBLE TO WIN, A PERSON MUST (AT THE TIME OF ENTRY) BE (18) EIGHTEEN YEARS AND OLDER, A LEGAL RESIDENT OF CANADA AND HAVE A VALID CANADIAN MAILING ADDRESS. NO PURCHASE NECESSARY TO ENTER OR WIN.

THIS CONTEST WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. THE ACT OF ENTERING THE CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES AND THE DECISIONS OF THE SPONSOR, WHICH DECISIONS SHALL BE FINAL AND BINDING UPON ALL ENTRANTS.

Buddha Brands Namaste Getaway (the “Contest”) is sponsored by Temple Lifestyle Inc. (the “Sponsor”).

#### 1. Contest period

The contest opens at 9:00:00AM EST on June 10<sup>th</sup>, 2019 and ends at 11:59:59PM EST on September 30<sup>th</sup>2019 (the “Contest Period”).

#### 2. How to enter and be eligible for the grand prize

To enter the Contest, during the Contest Period, entrants must visit [www.buddhabrandscompany.com/contest](http://www.buddhabrandscompany.com/contest) read and accept these contest rules, and follow the instructions to complete and submit a “contest Entry Form” with all required information (a valid email address is required) resulting in one (1) Contest Entry. Each entrant may use only one (1) email address to enter the Contest. Entrants must be eighteen (18) years or older at time of entry. Entrants can acquire additional contest entries by any of the following means:

- Following Buddha Brands on Instagram, via the designated link on the contest webpage
- Liking Buddha Brands on Facebook, via the designated link on the contest webpage
- Sharing the Namaste Getaway contest page on Facebook, via the designated link on the contest webpage
- Sharing the Namaste Getaway contest page through email, via the designated link on the contest webpage

These above rules are collectively referred to as the “Official Rules”.

Entries submitted in accordance with these Official Rules shall be referred to hereafter as the “Eligible Entries”. Entries must be received on or before the end of the Contest Period.

Normal time, toll, connection, and usage rates, if any, charged by your Internet Service Provider may apply. Entries generated by script, macro, or other automated means are void. By submitting your email address in accordance with the entry process, you consent to receive emails from Buddha Brands and agree that your registration and any other information collected in connection with the Contest may be used by the Sponsor in accordance with the Sponsor’s Privacy policies, which may be found here: <https://www.buddhabrandscompany.com/privacy-policy/>. Employees of Temple Lifestyle Inc. and of G Adventures Inc. and their immediate family members of, and/or those living in the same household of each, are not eligible to enter.

### 3. Prize

There is one (1) prize (the “Prize”) available to be won with a retail value of approximately \$4,598. The Prize consists of:

- One (1) trip for two (2) people on the G Adventures Wellness Thailand tour
- \$500 CAD travel stipend
- Buddha Brands starter kit, including Buddha Brands product and merchandise (approx. value of \$200 CAD)

Trip must be booked before *November 30, 2019* and depart before July 31, 2020. All reservations are subject to availability and capacity controls. Prize includes the listed itinerary only and excludes optional or additional services not expressly included in the applicable itinerary or prize: transfers, pre/post-tour accommodation, ‘My Own Room’, ‘My Own Tent’ insurance, amendments, vaccinations, and all incidentals, meals, gratuities, taxes, fees, levies and transportation. All travel related expenses including but not limited to transportation to and from home, airfare costs (airfare not included), taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, food & beverage and excursions not specifically included in the applicable trip itinerary and personal expenses including but not limited to telephone/Internet charges and gift shop purchases are the sole responsibility of prize winner.

Grand Prize winner and guests acknowledge and agree that they are responsible to ensure their eligibility to travel internationally and, if applicable, their proper and lawful eligibility to enter any country or region included in the prize trip itinerary, and to re-enter their country of residence, and represent and warrant that they possess or are able to procure a valid passport for the duration of the trip, if necessary, according to current international travel law. Passport and visa procurements will be the sole responsibility and for the sole account of the Grand Prize winner and his/her guests. If Grand Prize winner and/or guest are unable to attend their prize Tour due to passport, entry or other legal or regulatory restrictions, they shall be deemed to have forfeited the Grand Prize and Sponsor shall not be liable for any damages resulting from such inability to attend. The winner and their guests will be responsible for any surcharges or service charges if applicable.

Prize is not redeemable for cash. Prizes are non-assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner’s and guests’ sole responsibility. Winner and travel companions must have valid photo ID, passport, and any other required documentation prior to departure. Trip elements and travel dates are subject to availability, are valid on new bookings only, may not be combined with any other offer or discount.

Actual retail value of Grand Prize may vary depending on point of departure, destination selected, travel dates and fare/rate fluctuations; any difference in the value of the prize as stated herein and value at time of prize notification or awarding, if any, will not be awarded. All reservations will be made by an agent of the Sponsor. All hotel reservations are based on availability and all holidays may be excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability.

Winner and guests are responsible for obtaining the proper travel documentation (e.g., valid photo ID, passport and any visas or permits) and vaccinations prior to travel. Winner's guests must be legal (enter eligible region) residents, 18 years or older and must complete and return a Liability/Publicity/Travel Release prior to travel as noted above.

Once booked, any changes made will be at the expense of the prize winner. Unauthorized use, reproduction or resale is prohibited. The prize will not be replaced or replenished if lost, stolen, used incorrectly or without authorization. Other terms and conditions may apply. Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason.

Winner and guest must have no restrictions on his/her ability to travel or to fully participate in the prize. Winner and guest are responsible for obtaining all necessary travel documentation and permissions and must travel on the same itinerary. Winner and guest must travel on the dates selected, subject only to modifications as may be required by Sponsor in its sole discretion. Winner and guest must travel on the carriers as determined by Sponsor. All travel is subject to the date restrictions as set forth above in connection with each applicable prize. Sponsor will not be responsible if winner/guest(s) are denied entry onto aircraft. In such a situation, the winner/guest(s) will be responsible for any and all additional costs incurred. Winner/guest must obey all activity rules and requirements. If guest is below the age of majority in his or her jurisdiction of residence, each such guest must travel at all times with his or her parent or legal guardian.

#### 4. Selection of prize winner

On or about 2:00:00PM EST on October 4<sup>th</sup>, 2019, at the Sponsors' Head Office in Montreal, Quebec, one (1) entrant will be selected in a random draw from all Eligible Entries received during the Contest Period as potential winners of the Prize.

Odds of being selected depend on the total number of Eligible Entries received. In the event no Eligible Entries are received, the Prize will be void.

#### 5. Winner Notification

The potential winner will be notified by email or phone following the draw. The selected winner will have forty-eight (48) hours to claim their prize by answering the call or email to arrange the confirmation process.

In the case the selected winner does not respond within the reply period, the Sponsor reserves the right, in its sole and absolute discretion, to select, at random, another Eligible Entry, in which event these provisions shall apply to such other Eligible Entry. If a potential winner does not claim the Prize within forty-eight (48) hours of notification, another Eligible Entry may be selected, in the sole discretion of the Sponsor, and the first potential winner will have no further claim to the Prize. The Sponsor is not responsible for lost, stolen or unclaimed Prizes. If a potential winner is unable or unwilling to accept or otherwise redeem any Prize on the terms upon which it is awarded, the Prize shall be forfeited, and no cash or substitutes will be provided in whole or in part.

#### 6. Prize Claim

If a potential winner does not claim the prize within forty-eight (48) hours of notification, another eligible entry may be selected and contacted, and the first selected entrant will have no further claim to the prize. If a potential winner is unable or unwilling to accept or otherwise redeem any prize on the terms it is awarded, the prize shall be forfeited, and no cash or substitutes will be provided in whole or in part.

#### 7. Prize Fulfilment

Prize will be *delivered* to confirmed winner within 10 business days of being confirmed winner, via standard post at no cost to confirmed winner at the mailing address provided by winner, *or by email*.

Trip must be booked before *November 30, 2019* and depart before July 31, 2020.

#### 8. Release

Prior to receiving the prize, the potential winner will be required to show a valid photo ID and to sign a declaration of eligibility and release form releasing the Sponsor, their related parties and any prize supplier from any and all liability in connection with the Contest and/or the prize, confirming compliance with the Contest rules and consenting to the use of his or her name and photograph, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsor, and its respective advertising and promotional agencies. The signed form must be received by the Sponsor within 24 hours of notification or the prize may be forfeited and awarded to an alternate entrant. Each winner and any guests may be required to sign additional releases prior to booking of travel or request by Sponsor or a prize supplier.

#### 9. Eligibility and Conditions

The Contest is open to residents of Canada, excluding employees, representatives, agents, partners, shareholders, officers and directors of the Sponsor its parent and affiliated companies, their advertising and promotional agencies, suppliers of prizes, material and services related to this Contest, and members of the immediate family (brothers, sisters, children, father, mother), legal or common-law spouse and cohabitants of any of the foregoing.

## 10. General

- a. By entering this Contest, entrants agree to abide by these Official Rules. The decisions of the Sponsor with respect to all aspects of the Contest are final and binding.
- b. By entering the Contest, entrants thereby release the Sponsor and its parents, affiliates and subsidiary companies, their advertising and promotional agencies, and their employees and representatives, (the "Releasees") from all liability including responsibility for any loss, damage or injury, caused by participating or their attempt to participate in the Contest or resulting from acceptance of the Prize or participation in the Event.
- c. As a condition of awarding a Prize, winners grant to the Sponsor the right to use his/her full name (first and last) for advertising, publicity, and promotional purposes without territorial, time or use limitations, including without limitation online announcements, without additional compensation or notice, unless prohibited by law.
- d. The Releasees assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Releasees are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any damage to participant's or any other person's computer and other property relating to or resulting from participation in this Contest or from downloading any materials in this Contest.
- e. **CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.**
- f. By entering this Contest, each entrant consents to the collection, use, and disclosure, by the Sponsor, of the following personal information: full name (first and last), and contact information (telephone number, address, and email address) for the administration of this Contest including, but not limited to, the announcement of winners and awarding and delivery of a Prize. No commercial or other communications unrelated to the Contest will be sent to entrants, unless they have otherwise agreed to receive such communications.
- g. The Sponsor reserves the right at all times at its sole discretion, subject only to the approval of the Régie in Quebec, to cancel, terminate, modify or suspend the Contest, in whole or in part, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Contest as contemplated by the Official Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other cause including the cancellation or postponement of the Event.
- h. The Sponsor reserves the right, in its sole discretion, to disqualify any individual who (i) tampers with, or attempts to tamper with, the entry process; (ii) enters the Contest or tries to do so by any means contrary to these Official Rules or which would be unfair to the other entrants; or (iii) violates any of these Official Rules.
- i. This Contest is governed by the laws of Canada and laws of Quebec applicable therein and is void where prohibited by law.
- j. This Contest is subject to all applicable laws and regulations and void where prohibited. All issues and questions concerning the construction, validity, interpretation and enforceability of

the Official Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest will be governed by and construed in accordance with the laws of the province of Quebec, including procedural provisions, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. If a section of the Official Rules is declared illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.

- k. 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 (the "Régie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie for the purpose of helping the parties reach a settlement.

#### 11. Privacy

We use your personal information to administer this Contest, including contacting, announcing and promoting prize winners, and may transfer your personal information to third party service providers (including but not limited to prize suppliers) in order to perform services such as prize fulfillment and delivery.

#### 12. Banning

The Sponsor may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the rules. Such abuse includes entering false information and entering more times than permitted under these Contest rules.

#### 13. Other

All prizes are awarded as-is and no warranties or guarantees are implied or expressed. Neither Sponsor nor any prize supplier shall be liable for any lost, late, misdirected or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this Contest, including technical issues or failures on any website or software, viruses, website disruptions, malfunctions or website down-time, human error, personal injury or property damage incurred by any Contest entrant. Sponsor is not responsible for any errors or omissions in printing or advertising this Contest. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all entries by anyone using such assistance. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. The "authorized account holder" is the natural person who is assigned to 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 email address.

Each provision of this Contest is severable, and if any provision is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions will not be affected and will otherwise remain in full force and effect.