## Dirty Soda Sweepstakes – Presented by Dr Pepper

#### Official Rules

#### PLEASE READ THESE OFFICIAL RULES CAREFULLY.

By entering the Contest, entrants agree to abide by these Official Rules. The Contest is in no way sponsored, endorsed or administered by, or associated with X Corp. or Meta Platforms, Inc. (Instagram). X Corp. and Meta Platforms, Inc. are completely released of all liability by each entrant in the Contest. Any questions, comments or complaints regarding the Contest must be directed to Wit and/or the Sponsors (defined below) and not X Corp. or Meta Platforms, Inc.

Standard data rates apply to entrants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

- 1. Welcome to the *Dirty Soda Sweepstakes presented by Keurig Dr Pepper* (the "Contest"). This Contest is powered and administered by Wit Labs, Inc. ("Wit") on behalf of Capital Sports & Entertainment Inc. ("CSEI", owner of the Ottawa Senators) and Canada Dry Mott's Inc. operating as Keurig Dr Pepper Canada ("KDP") (CSEI and KDP to be collectively referred to herein as the "Sponsors"), and is accessible via the Wit website at witcontests.com, through a mobile device, or computer (collectively, the "Platform"), and through following the Ottawa Senators X and Instagram social media accounts. For the avoidance of doubt, Wit provides the Platform for the Contest but is not the sponsor for the Contest. Likewise, CSEI and KDP are not a sponsor of, or otherwise affiliated with, any other contests or sweepstakes available via the Wit Platform unless otherwise specified therein.
- 2. THERE IS NO PURCHASE OR PAYMENT NECESSARY IN ORDER TO ENTER OR WIN THE CONTEST. ANY PURCHASE OR PAYMENT OF ANY KIND THAT YOU MAKE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL AND LOCAL LAWS AND REGULATIONS, AND IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
- 3. As a legal requirement for participating in this Contest as an entrant ("Entrant"), you hereby agree to be bound by these Official Rules which form a legal contract by and between you and the Sponsors. If you do not agree and consent to these Official Rules, please do not enter the Contest or use the Platform. To enter the Contest using the Platform (as described below), you must agree to the Wit Terms of Use.
  By creating and using a Wit account, you are further required to read and agree to the Wit Terms of Use.

## **CONTEST DETAILS**

- 4. <u>Contest Description</u>. Entrant agrees to enter to win using one of the Contest entry methods described in section 17 below, in accordance with the Official Rules as described herein. A random draw will be held to award the "**Prizes**", as further described below.
- 5. <u>Contest Period</u>. **Contest Start Date**: Monday, December 29th, 2025 at 12:00PM. **Contest End Date**: January 16, 2026 at 11:59AM. All times listed in these Official Rules refer to Eastern Standard Time. The Contest will begin on the above Start Date and will last through the above End Date ("Contest Period").
- 6. Official Rules. By participating in the Contest, Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules, waives any right to claim ambiguity in the Official Rules or Contest related advertising/materials and agrees that the decisions of Sponsors with respect to the Contest and any prize awards shall be final and binding in all respects.
- 7. <u>Contest Administration</u>. Wit, on behalf of the Sponsors, performs the collection, submission or processing of Entrant entry forms on the Platform ("**Platform Entries**") as well as assists in the overall administration of the Contest. CSEI performs the collection of Entrant entries via the Ottawa Senators X and Instagram accounts (the "**X Entries**" and the "**Instagram Entries**" respectively). Platform Entries,

X Entries, and Instagram Entries may be collectively referred to in these Official Rules as "**Entries**" and may be generally referred to as an "**Entry**". Entrant may contact Wit with any questions, comments or problems related to administration of the Contest through the Platform. Wit may be reached by email at team@witcontests.com during the Contest Period.

## **ELIGIBILITY**

- 8. This Contest is open to all legal residents of Canada who: (a) reside within a 120-kilometre radius of the corporate city limits of the City of Ottawa; and (b) are 18 years of age or older at the time of Contest entry.
- 9. Non-eligible Individuals. Entrants are not eligible to participate in the Contest if they are: (a) an employee, director, officer, agent or representative of either of the Sponsors, Wit, any business operating within Canadian Tire Centre, or any of their respective parent companies, subsidiaries, affiliates and/or related companies, agents, sponsors, advertising or promotional agencies, or assignees; or (b) a member of the household and/or immediate family of any of the above parties. For the purpose of the Official Rules, "immediate family" means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household.
- 10. Wit and/or the Sponsors 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 within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to Wit and the Sponsors for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. Wit and the Sponsors reserve the right to disqualify any Entry or Entrant in their sole discretion, should any Entry or Entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

## **PRIZES**

11. <u>Prizes to be Awarded</u>. The prizes will be collectively referred to in these Official Rules as the "**Prizes**" and may be generally referred to as a "**Prize**". Winners of the Prizes will be collectively referred to in these Official Rules as the "**Winners**" and may be generally referred to as a "**Winner**". Each Entrant will be eligible to win only one (1) Prize in association with the Contest.

There are six (6) Prizes available to be awarded by random draw. Each Prize consists of two (2) tickets in a 400 Level suite at the Canadian Tire Centre for the Ottawa Senators regular season home game against the New Jersey Devils on January 31, 2026. The approximate retail value of each Prize is \$340.00 (CAD) inclusive of applicable taxes and fees.

Commencing on or around 1:00PM on January 19, 2026, at the Canadian Tire Centre in Ottawa, Ontario, representatives of CSEI shall select six (6) Entrants by random draw from a pool of Entries made up of eligible Platform Entries, X Entries, and Instagram Entries received during the Contest Period. Commencing on or around 1:30PM on January 19, 2026, a representative of CSEI will make two (2) attempts to contact each selected Entrant by email (in the case of Entrants who submitted Platform Entries) or by direct message (in the case of Entrants who submitted X Entries or Instagram Entries). A selected Entrant will have twenty-four (24) hours from the first attempted contact to respond and claim the respective Prize. If a selected Entrant fails to respond within such twenty-four (24) hour period, or if a Prize notification is returned as undeliverable, the selected Entrant will be disqualified and another Entrant will be selected and contacted. The Sponsors are not responsible for a selected Entrant's failure to receive notification for any reason whatsoever or such Entrant's failure to respond to an attempted contact. If a selected Entrant does not meet all of the Contest entry requirements, fails to correctly answer the skill testing question, or does not sign and return the Contest Release or other requested documentation within the time frame specified by CSEI, such selected Entrant will forfeit the applicable Prize, and the Sponsors shall be entitled to select another Entrant.

12. Odds of Winning. There are no factors or circumstances under which any Entrant's chances of winning

are favored over another Entrant's chances of winning a prize from among the prizes that are available. The odds of winning a Prize depend upon the number of eligible Entries received during the Contest Period.

- 13. <u>Skill Testing Question.</u> To be eligible to win a Prize, selected Entrants shall be required to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise. Selected Entrants may be required to swear an affidavit indicating compliance with this section.
- 14. Prizes must be accepted as awarded (including but not limited to compliance with any and all scheduling requirements) and cannot be transferred, assigned, sold, substituted or redeemed for cash by an Entrant. Sponsors reserve the right in their sole and absolute discretion to award a substitute prize of equal or greater estimated value if a Prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated value of a Prize represents the Sponsors' good faith determination. That determination is final and binding and cannot be appealed. If the actual value of a Prize turns out to be less than the estimated value, the difference will not be awarded. The Sponsors make no representation or warranty concerning the appearance, safety or performance of any Prize awarded. The Sponsors will not replace any lost or stolen prize items.
- 15. Each Winner and any accompanying guest acknowledge and accept all risk of damages, injury or other loss incidental to any Canadian Tire Centre event for which tickets are issued, whether occurring before, during or after the event, and hereby voluntarily agree to assume the same. CSEI reserves the right to refuse admission and/or to expel from the event and/or any other aspect of the Prize, any person whose conduct is deemed by it to be objectionable. Expulsion from the event cancels the tickets for the offending individual(s) and the individual(s) thereupon forfeit(s) all claims with respect to the tickets. Participation in a Prize is subject to compliance with all applicable laws, by-laws, regulations and any applicable facility rules; failure to comply may result in non-admission or expulsion from further participation in a Prize.
- 16. Winners will be directed as to how to claim their respective Prizes after they have been successfully contacted and notified of the Prize, have complied with the Official Rules and have signed and returned a Contest Release and any other documentation required by the Sponsors. Prizes will be delivered within a reasonable period of time.

# HOW TO ENTER.

17. There are three (3) methods of entry for the Contest as follows:

Platform Entry

Entrants may enter the Contest by visiting the Wit website and doing the following:

- a. By successfully transmitting a completed online entry form as directed after visiting the Wit website
   at <a href="https://web.witcontests.com/senators/sweepstakes/win/dr-pepper-dirty-soda-251027">https://web.witcontests.com/senators/sweepstakes/win/dr-pepper-dirty-soda-251027</a>
   (the "Contest Landing Page") and completing the required fields for entry, you will be entered into the Contest.
- b. The entry form will require the Entrant to provide certain personal information (e.g. name, address, email address, telephone number).
- c. Entrants must fully complete and submit all non-optional data requested on the online entry form to receive one (1) Platform Entry. Incomplete and/or inaccurate entries are void. All entries must include a valid email address for the Entrant.
- d. Platform Entries will be deemed to be submitted by the authorized account holder of the email

address associated with the respective entry. All entries must be in good taste and the Sponsors, in their sole discretion, reserve the right to disqualify any Platform Entries they deem to be of questionable taste.

## X Entry

- a. Using the X App, or your web browser to go to <a href="www.x.com">www.x.com</a>, login to your account (or sign up for a free account following the registration instructions on the site). 'Follow' the Ottawa Senators Official X Account (@Senators) to receive announcements regarding the Contest and entry.
- b. Commencing on or around 12:00PM on Monday, December 29, 2025, monitor your X account for a Contest call-to-action post. The call-to-action post will invite you to enter the Contest by responding with a comment to '@Senators' during the Contest Period.
- c. In order for your responding comment to appear in the Ottawa Senators Mentions Tab, and to receive one (1) X Entry, your X privacy settings must be set to public.
- d. X Entries will be deemed to be submitted by the authorized account holder of the X account associated with the respective entry. X Entries must comply with the respective terms of service and policies issued by X Corp. All entries must be in good taste and the Sponsors, in their sole discretion, reserve the right to disqualify any X Entries they deem to be of questionable taste.

## Instagram Entry

- a. Using the Instagram App, or your web browser to go to <a href="www.instagram.com">www.instagram.com</a>, login to your account (or sign up for a free account following the instructions on the site). 'Follow' the Ottawa Senators Official Instagram Account (<a href="www.instagram.com/ottawasenators">www.instagram.com/ottawasenators</a>) to receive announcements regarding the Contest and entry.
- b. Commencing on or around 12:00PM on Monday, December 29, 2025, monitor your Instagram account for a Contest call-to-action post. The call-to-action post will invite you to enter the Contest by commenting from your account.
- c. To receive one (1) Instagram Entry, you must make sure to respond in the comments section during the Contest Period.
- d. Instagram Entries will be deemed to be submitted by the authorized account holder of the Instagram account associated with the respective entry. Instagram Entries must comply with the respective terms of service and policies issued by Meta Platforms, Inc. All entries must be in good taste and the Sponsors, in their sole discretion, reserve the right to disqualify any Instagram Entries they deem to be of questionable taste.
- 18. No Automated Entries. Entries are limited to one (1) Entry per person regardless of method of entry. All automated or robotic Entries submitted will be disqualified. All Entries must be made manually. Any attempt by an Entrant to submit multiple Entries during the Contest Period by using multiple/different email addresses, social media accounts, phone numbers, identities, registrations, logins or any other methods will void such Entrant's Entries, and that Entrant may be disqualified. Final eligibility for the award of any Prize is subject to the eligibility verification of these Official Rules. All Entries must be submitted by the end of the Contest Period to participate. Wit's database clock will be the official timekeeper for Platform Entries. CSEI's server machines will be the official timekeeper for X Entries and Instagram Entries.
- 19. <u>Intellectual Property Ownership</u>. Entrant hereby acknowledges and agrees that all content submitted by Entrant as part of an Entry hereunder shall be deemed a 'work made for hire', as defined in the United States Copyright Act. Entrant agrees that Sponsors shall be the exclusive owners of such

content and all rights therein. Sponsors' ownership includes without limitation the rights to: i) exhibit, broadcast, use, reproduce, distribute, perform and license others to use all or any part of the content; ii) edit or modify the content in any manner, or combine same with any other materials; and iii) use and license third parties to use the content and/or any portion thereof in any manner of exploitation. Entrant further irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the content which Entrant may now have or which may accrue to Entrant's benefit under U.S. or foreign copyright (including without limitation the Copyright Act of Canada) or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Entrant acknowledges the receipt of equitable compensation for its waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the content and the right to object to any modification, translation or use of the content, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

20. Privacy; Use of Personal Information. Entrant hereby waives any claims that Entrant may have or acquire against the Sponsors for libel, slander, invasion of privacy, copyright or trademark violation, moral rights, right of publicity, rights of privacy, or false light arising out of or in connection with the Sponsors' or anyone else's use of content submitted as part of an Entry. By participating in the Contest, Entrant consents to the collection, use and disclosure of Entrant's personal information by the Sponsors and Wit for the purpose of administering the Contest, awarding the Prizes, announcing the Winners, and any subsequent advertising or promotion related thereto. Personal information collected in connection with the Contest will be used by the Sponsors in accordance with CSEI's privacy policy available at <a href="https://www.ottawasenators.com">www.ottawasenators.com</a> and Wit's privacy policy available at <a href="https://www.ottawasenators.com">with Privacy Policy</a>.

Entrants entering the Contest through the Platform may be given the option to receive commercial emails and/or other marketing communications from CSEI and/or KDP; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive any such emails or communications, and consenting to receiving such emails or communications will not impact an Entrant's chances of winning. The Sponsors will not send informational or marketing communications to Entrants, unless Entrants consent to receive such communications in accordance with applicable laws. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided in any of these communications. Please consult CSEI's Privacy Policy, referenced above for further information on how CSEI, collects, uses and discloses personal information. Any questions or concerns with respect to communications from CSEI may be addressed to CSEI's Privacy Officer as outlined in the Privacy Policy. Where an Entrant elects to receive informational or marketing communications from KDP, Entrant understands and agrees that Entrant's personal information will be subject to KDP privacy policy and information handling standards and practices.

- 21. <u>Warranties</u>. Entrant represents and warrants to Sponsors that i) Entrant has all the eligibility, rights and authority as required to enter into the Contest, and to grant the rights granted herein; ii) any content submitted as part of an Entry does not infringe the rights of any third-party person or entity; and iii) no consent of any third-party person or entity is required for submission or release of any content submitted as part of an Entry.
- 22. <u>Indemnification</u>. Entrant (the "Indemnifying Party") shall indemnify, release and hold harmless CSEI, KDP, Wit, Capital Sports Properties Inc. (Canadian Tire Centre), Aramark Entertainment Services (Canada), Inc., X Corp., Meta Platforms, Inc., the National Hockey League ("NHL"), the NHL Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA and current and former players, and each of their respective affiliates, parents, and related entities, as well as the owners, governors, officers, directors, partners, partnerships, principals, employees, agents, representatives, volunteers, sponsors, promoters, and advertisers of all the foregoing (collectively, the "Released Parties") from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities, including but not limited to legal and professional fees, costs, and expenses ("Losses"), incurred by the Released Parties as a result of any claim, suit, proceeding or cause of action asserted

against the Released Parties by a third party ("Claim") and shall defend the Released Parties against any such Claims arising from: i) any copyright, patent and/or trademark infringement, unlawful disclosure or use or misappropriation of a trade secret or other intellectual property right owing to the Indemnified Party's use of any content submitted by such Indemnifying Party; ii) any material breach of these Official Rules by the Indemnifying Party; or iii) participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of a Prize, the use of personal information described herein and the use of merchandise purchased as a result of winning a Prize, including but not limited to costs, injuries, losses or damages related to personal injuries, illness, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom.

- 23. <u>Limitation Of Liability</u>. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO ENTRANT FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF THE SPONSORS OR WIT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Released Parties further assume no responsibility or liability for:
  - **a.** any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions;
  - **b.** any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Contest;
  - **c.** any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Contest;
  - **d.** inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof;
  - e. suspended or discontinued Internet, wireless or landline phone service; or
  - **f.** any injury or damage to Entrant's or any other person's computer or mobile device while participating in the Contest or downloading of any materials in the Contest.
- 24. DISCLAIMER. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In such event, the Sponsors shall immediately suspend all drawings and prize awards, and the Sponsors reserve the right to award any remaining prizes (up to the total estimated value as set forth in these Official Rules) in a manner deemed fair and equitable by the Sponsors. The Sponsors and Wit shall not have any liability to any Entrant in connection with a canceled Contest.
- 25. These Rules shall be governed by the laws of the province of Ontario and any federal laws applicable therein, and the parties agree to personal jurisdiction and convenient forum therein. If any provision of these Official Rules is deemed unenforceable, such provision shall be severable and deemed null and void, and the remainder of the Official Rules shall remain in full force and effect. The failure of either party to insist upon the performance of any provision herein will not be construed as a waiver of such provision. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest-related materials or advertising, the terms and conditions of the Official Rules shall prevail, govern and control.
- 26. These Official Rules will be available online at the Contest Webpage and on www.ottawasenators.com.