

SODASTREAM CANADA – LET’S BE FIZZ WITH BENEFITS
(the “Contest”)
OFFICIAL RULES AND REGULATIONS (“Rules”)

NO PURCHASE NECESSARY. CONTEST ONLY OPEN TO RESIDENTS OF CANADA (EXCLUDING THE PROVINCE OF QUEBEC) WHO HAVE REACHED THE AGE OF MAJORITY IN THE PROVINCE/TERRITORY IN WHICH THEY RESIDE AT TIME OF ENTRY. CONTEST OPENS ON NOVEMBER 13, 2017. CONTEST CLOSES ON JULY 31, 2018. TOTAL OF SEVEN (7) PRIZES TO BE AWARDED. APPROXIMATE RETAIL VALUE OF EACH PRIZE IS \$227.92. PRIZE PACK CONTAINS ONE (1) FIZZI SODASTREAM; ONE (1) PACK OF THREE (3) CARBONATION BOTTLES; ONE (1) LICENSED SPARE/EXTRA CARBONATOR; AND FIVE (5) SPARKLING FLAVOUR DRINK MIXES TO BE AWARDED BY RANDOM DRAW.

DRAWS TO OCCUR ON THE LAST DAY OF EACH MONTH IN JANUARY, FEBRUARY, MARCH, APRIL, MAY, JUNE AND AUGUST OF 2018. IF THE LAST DAY OF THE MONTH HAPPENS TO FALL ON A SATURDAY OR SUNDAY, THE DRAW WILL BE POSTPONED AND OCCUR ON THE MONDAY THAT FOLLOWS. IF THE MONDAY THAT FOLLOWS IS A STATUTORY HOLIDAY, THE DRAW WILL OCCUR ON THE NEXT BUSINESS DAY. SEE BELOW FOR HOW TO ENTER, DETAILS REGARDING PRIZES AND ALL OTHER CONTEST DETAILS.

1. WHO CAN ENTER

The Contest is open to all residents of Canada **WHO HAVE REACHED THE AGE OF MAJORITY IN THE PROVINCE OR TERRITORY IN WHICH THEY RESIDE** at the time of entry, with the exception of residents of the Province of Quebec.

Contest is void in the Province of Quebec and where restricted or prohibited by law or where subject to registration requirements. This Contest shall only be construed and evaluated according to the laws applicable thereto in Canada.

2. HOW TO ENTER

For a chance to win, visit the SodaStream Canada (“**SodaStream**”) homepage (<http://www.sodastream.ca>) or newsletter sign-up page (<http://www.sodastream.ca/newsletter>). After arriving on site, there are two (2) ways entrants can participate in the Contest. The first way entrants can participate is by signing up to the SodaStream newsletter program; there is no cost associated with signing up for the SodaStream newsletter. Although online access is required in order to participate, no purchase is required in order to enter the Contest.

The second way entrants can participate is by mailing in an essay (one hundred (100) words or less) that answers the following question: Why would you love to win some SodaStream goodies (the “**Contest Essay**”)? Entrants must mail the Contest Essay to the following address: SodaStream Marketing Department, 5450 Explorer Drive, Suite 202, Mississauga, ON L4W 5N1.

Contest entries will be accepted starting on Monday November 13, 2017 at 12:00 p.m. (local time) and must be received by no later than July 31, 2018 at 11:59 p.m. (local time) (the “**Promotion Period**”).

Each person is allowed to enter only once during the Promotion Period by: (i) signing up to the SodaStream newsletter and providing their full name and email address (each entrant can only use one e-mail address (which must be valid). The same e-mail address cannot be used by more than one (1) entrant; or (ii) mailing in their Contest Essay, including their full name and email address.

You cannot win more than one prize. If your entry is selected in one of the seven (7) draws, you will no longer be eligible to participate in any subsequent draws. An entrant selected from the random draw (“**Selected Entrant**”) must first complete and sign a declaration of compliance (“**Form**”), which will include a mathematical skill testing question, in order to claim a prize (the Selected Entrant and winner verification process will be described in greater detail in Sections 4 and 5 below). The Form will be sent to Selected Entrants by email by SodaStream. Selected Entrants must return the Form filled in and signed within five (5) business days of sending date. In the event that the Form is not accurately completed, signed and returned within the time limit, SodaStream reserves the right, at its sole discretion, to conduct or not as many draws as necessary to award the prizes. If SodaStream decides not to conduct a new draw, the prize will simply not be awarded.

In addition, each entry must be original to the entrant and **MUST NOT**: (i) violate any third party rights, including but not limited to copyrights; and (ii) be obscene, indecent or depict any gratuitous violence or risk, inappropriate, illicit or illegal behavior, as determined by SodaStream in its sole discretion.

For greater certainty, your entry **MUST NOT** include anything that you did not create, that you do not own or that you do not otherwise have the right to use or feature in your entry.

ALL ENTRIES ARE SUBJECT TO REVIEW BY SODASTREAM ONCE SUBMITTED. ELIGIBLE ENTRIES WILL AUTOMATICALLY BE ENTERED INTO THE APPLICABLE CONTEST DRAW(S) AND WILL BE ABLE TO COMPLETE THE FORM, INCLUDING THE SKILL TEST. HOWEVER, SODASTREAM RESERVES THE RIGHT TO REJECT OR DISQUALIFY ANY ENTRY THAT IT CONSIDERS INAPPROPRIATE OR INELIGIBLE FOR ANY REASON, IN ITS SOLE DISCRETION. ANY ENTRY THAT IS REJECTED OR DISQUALIFIED WILL NOT GIVE RISE TO AN ENTRY FOR THE CONTEST.

Any attempt to obtain more than **one (1) entry during the Promotion Period** for the Contest by using different or multiple identities, log-ins, any automated entry system, or any other method is prohibited and will result in disqualification. In the event of a dispute, all entries will be deemed to have been submitted by the owner of the account used in connection with the entry.

By entering this Contest, you consent to the use of your name and Contest entry by SodaStream for promotional purposes without compensation, worldwide and in perpetuity and in any form of media, including the Internet.

3. PRIZES

BEGINNING IN JANUARY 2018, SEVEN (7) WINNERS WILL BE AWARDED ONE (1) MONTHLY PRIZE, consisting of one (1) Fizzi SodaStream; one (1) pack of three (3) carbonation bottles; one (1) licensed spare/extra carbonator; and five (5) sparkling flavour drink mixes.

Total ARV of each prize \$227.92.

No entrant is eligible to receive more than one prize. All prizes must be accepted as awarded and may not be transferred; no cash or other substitutions allowed by winners. All prizes are subject to availability and SodaStream reserves the right to substitute a prize (or any element thereof) for a prize of equal or greater value. SodaStream makes no representation that a prize awarded hereunder can be sold or traded at the stated value.

4. WINNER SELECTION

A random drawing will occur monthly by SodaStream from among all eligible entries received during the Promotion Period to determine the Selected Entrant of the applicable prize; the random drawings will occur in January, February, March, April, May, June and August of 2018 at 10:00 a.m. (Eastern Time) on the last day of each of the aforementioned months. If the last day of the month happens to fall on a Saturday or Sunday, the draw will be postponed and occur on the Monday that follows. If the Monday that follows is a statutory holiday, the draw will occur on the next business day. For the purposes of this Contest, a Selected Entrant becomes a winner (“**Contest Winner**”) after accurately completing and signing the Form, including the skill test.

The odds of winning a prize depend upon the total number of eligible entries received for the draw in question.

5. WINNER NOTIFICATION, ACCEPTANCE AND DELIVERY OF PRIZES

Each Selected Entrant will be notified within seven (7) days of the applicable Contest draw date via e-mail to the e-mail address provided in his/her newsletter sign-up page entry or Contest Essay. Each Selected Entrant will have up to five (5) business days following such notification to contact SodaStream in order to complete the Form.

BY ENTERING THIS CONTEST, YOU EXPRESSLY AGREE TO ALLOW SODASTREAM TO USE THE E-MAIL ADDRESS YOU HAVE PROVIDED IN YOUR NEWSLETTER SIGN-UP ENTRY OR CONTEST ESSAY TO CONTACT YOU SHOULD YOU BE ONE OF THE SELECTED ENTRANTS.

After accurately completing and signing the Form, prizes will be mailed to each Contest Winner to the address provided in the Form (which must be a geographical address within mainland Canada outside of Quebec), within 45 business days of the winner selection and verification process. SodaStream will not be responsible for any prizes returned as undeliverable and will not replace any prizes that are lost or stolen. SodaStream reserves the right, in its entire discretion, to award any prize not claimed or returned as undeliverable to an alternate entrant to be selected by way of a random draw from among remaining eligible entries.

Any Selected Entrant who is not eligible or who otherwise fails to comply with these Rules will be disqualified. All entries are subject to verification prior to awarding a prize.

By entering this contest, you expressly declare that you: (1) comply with the terms of these Rules; (2) release SodaStream, its affiliates and subsidiaries and its and their respective directors, officers, employees, representatives and agents from any liability relating to this Contest and/or your prize.

Federal, provincial and local taxes or any other assessments and any costs or expenses relating to the acceptance and/or use of a prize are the sole responsibility of the Contest Winner.

6. PRIVACY

SodaStream and its promotional partners will only use the personal information contained in your entry for the purpose of administering the Contest and awarding the prizes. If you have entered the contest by signing up for the SodaStream newsletter, we will use your personal information in order to send emails about SodaStream products and promotions, recipes and tips, and information about SodaStream and/or its promotional partners, among other topics. After entering the Contest, you can unsubscribe from the SodaStream newsletter at any time if you no longer wish to receive emails from SodaStream.

If you win a prize, SodaStream can also use your name, hometown, province and likeness for promotional purposes. We will keep your personal information in accordance with our Privacy Statement. To consult our Privacy Policy, please visit <http://www.sodastream.ca/en/privacy.php>.

7. LAWS AND REGULATIONS

All federal, provincial and municipal laws and regulations apply. Any Contest entries not complying with any applicable federal, provincial and municipal laws or regulations will be considered to be null and void.

8. GENERAL

SodaStream is not responsible for printing or typographical errors in any Contest-related materials; for lost, stolen, late, misdirected, damaged, incomplete, illegible, or postage- due mail, or for transactions that are lost or fail to enter the processing system, are processed, reported, or transmitted late, or are lost for any reason including computer, telephone, paper, or any other malfunction including human error.

If, for any reason, the Contest cannot run as planned or the prizes cannot be awarded, including by reason of infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical or other failures or difficulties, or the occurrence of any force majeure event, subject to applicable law, SodaStream at its sole discretion, reserves the right to cancel, terminate, suspend or modify this Contest, in whole or in part, at any time without prior notice to you. If the Contest is cancelled for any reason before completion of the Promotion Period, SodaStream reserves the

right, at its entire discretion, to include all valid entries received up to the point of termination in a random drawing to award the prizes.

By entering this Contest, you agree to be bound by these Rules and waive any right to claim ambiguity in the Contest or the Rules. If you do not comply with these Rules, you are subject to disqualification. You further agree to be bound by any and all decisions of SodaStream relating to the Contest, which you agree shall be final and binding upon you in all respects.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE ENTRY SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SODASTREAM RESERVES THE RIGHT TO SEEK REMEDIES AND CLAIM DAMAGES (INCLUDING ATTORNEYS' FEES) FROM YOU TO THE FULLEST EXTENT PERMITTED BY LAW.

9. LIMITATIONS OF LIABILITY

BY ENTERING, YOU ACKNOWLEDGE AND AGREE THAT SODASTREAM, ITS AFFILIATES AND SUBSIDIARIES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "SODASTREAM INDEMNIFIED PARTIES") SHALL NOT BE RESPONSIBLE FOR, AND YOU SHALL RELEASE AND HOLD THEM HARMLESS FROM, ANY AND ALL INJURY, ACCIDENT, DELAY, INCONVENIENCE, CLAIM, DAMAGE (INCLUDING COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE), COST, EXPENSE AND/OR LIABILITY WHATSOEVER WITH RESPECT TO OR IN ANY WAY ARISING FROM OR IN CONNECTION WITH, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE SODASTREAM INDEMNIFIED PARTIES (COLLECTIVELY, THE "LOSSES").

NONE OF THE SODASTREAM INDEMNIFIED PARTIES ARE RESPONSIBLE FOR ANY LOSSES IN CONNECTION WITH (I) INCORRECT OR INACCURATE INFORMATION FOR ANY REASON, INCLUDING IF CAUSED BY WEB SITE USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF SUBMISSIONS IN THE CONTEST, (II) PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR COMMUNICATIONS LINE, COMPUTER ON-LINE- SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, DATA TRANSMISSION, E-MAIL SYSTEM, OR ANY TECHNICAL PROBLEMS OR TRAFFIC CONGESTION, (III) ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES OR (IV) DAMAGES TO YOU OR TO ANY OTHER PERSON, INCLUDING DAMAGES TO YOUR OR THEIR COMPUTER SYSTEM, RELATED TO OR RESULTING FROM ENTERING, PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE CONTEST.

10. FORCE MAJEURE

The failure of SodaStream to comply with any provision of these Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities, labour disruption or other force majeure event will not be considered a breach of these Rules.

Sponsor: SodaStream Canada, Address: 5450 Explorer Drive, Suite 202, Mississauga, ON L4W 5N1, Canada.

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