

SHAWN MENDES VIP EXPERIENCE PROMOTIONS
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, AND CANADA WHO ARE THE AGE OF MAJORITY IN THEIR PLACE, PROVINCE OR TERRITORY OF RESIDENCE AT THE TIME OF ENTRY.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Shawn Mendes VIP Experience Promotions ("Promotions") is sponsored by Flow Beverages Inc. and Flow Water Inc. ("Sponsor"), 155 Industrial Parkway S., Unit 7-10, Aurora, Ontario, Canada, L4G 3G6.

- 1. PROMOTIONS TIMING:** The Promotions begins on June 7, 2019 at 12:00 PM (noon) Eastern Time ("ET") and ends on August 28, 2019 at 11:59:59 PM ET ("Promotions Period"). The Administrator's computer is the Promotions' official clock.
- 2. ELIGIBILITY:** The Promotions is offered only to legal residents of the fifty (50) United States, the District of Columbia, and Canada only who are the age of majority in their place, province or territory of residence at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, the independent third party administrator of the Promotions ("Administrator"), Lucid Agency LLC, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotions Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable federal, state, provincial, territorial, and local laws and regulations apply. Void where prohibited or restricted by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotions. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Promotions, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.
- 3. HOW TO ENTER THE PROMOTIONS:** During the Promotions Period, an eligible entrant must enter using his/her country of residence entry method:
 - A. Canadian Residents:** An eligible Canadian resident entrant may purchase a specially-marked 500 mL 6-count multi-pack of Flow Alkaline Spring Water ("Qualifying Purchase"). An entry code is located inside the Qualifying Purchase. The entrant must then visit <https://flowhydration.com/promo> ("Website") and enter his/her email address. If it is the entrant's first visit to the Website, then he/she must complete and submit the registration form by providing the information requested by Sponsor including, but not limited to: complete first and last name, street address (P.O. Boxes are not permitted), city, province/territory, Postal Code, daytime phone number, date of birth, and agree to these Official Rules. The entrant will then be prompted to enter the entry code found inside the Qualifying Purchase to receive one (1) entry into the Promotions.

Upon subsequent visits, entrant will only need to enter his/her email address and an entry code. Entry codes are unique and may only be used once.

Free Method of Entry: Between June 7, 2019 and August 14, 2019, to obtain one (1) Promotions entry without making a Qualifying Purchase, an eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, province/territory, Postal Code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Canada Mail-In Entry") and mail it with sufficient postage to: Shawn Mendes VIP Experience Promotions, PO Box 24070, Windsor, ON N8Y 4Y9. All Mail-In Entries must be postmarked no later than August 14, 2019, and received on or before August 24, 2019 in order to be eligible.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Free Method of Entry: Between August 15, 2019 and August 28, 2019, to obtain one (1) Promotions entry without making a Qualifying Purchase, an eligible entrant may fax the information requested in a Canada Mail-In Entry to (877) 201-6264 ("Canada Fax Entry"). All Canada Fax Entries must be completed by 11:59:59 PM ET on August 28, 2019 in order to be eligible.

B. United States Residents: An eligible US resident entrant may visit <https://flowhydration.com> and purchase a 12-count multi-pack of Flow Alkaline Spring Water (any flavor) to receive one (1) entry into the Promotions. During check-out, the entrant will be prompted to submit the information requested by Sponsor including, but not limited to: complete first and last name, e-mail address, street address (P.O. Boxes are not permitted), city, state, ZIP Code, daytime phone number, and date of birth. By entering the Promotions the entrant agrees to these Official Rules. An entrant may opt-out of entering the Promotions by following the on-screen instructions to enter his/her e-mail address to opt-out.

Free Method of Entry: Between June 7, 2019 and August 14, 2019, to obtain one (1) Promotions entry without making purchase, an eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP Code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("US Mail-In Entry") and mail it with sufficient postage to: Shawn Mendes VIP Experience Promotions, P.O. Box 251328, West Bloomfield, MI USA 48325. All Mail-In Entries must be postmarked no later than August 14, 2019, and received on or before August 24, 2019 in order to be eligible.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Free Method of Entry: Between August 15, 2019 and August 28, 2019, to obtain one (1) Promotions entry without making a purchase, an eligible entrant may fax the information requested in a US Mail-In Entry to (877) 201-6264 ("US Fax Entry"). All US Fax Entries must be completed by 11:59:59 PM ET on August 28, 2019 in order to be eligible.

Limit: Regardless of method of entry, or country of residence, an entrant may receive up to five (5) entries per day and a cumulative total of 100 entries during the entire Promotions Period. A “day” is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on each calendar day during the Promotions Period, except on June 7, 2019 when the day will start at 12:00 PM (noon) ET and end at 11:59:59 PM ET. An entrant will receive no more than the stated number of entries during the Promotions Period. If more than the stated number of entries is received from the same person, telephone number and/or e-mail address on any given day during the Promotions Period, the entries may, at the Sponsor’s sole discretion, be disqualified.

IMPORTANT: If you participate via your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its message and data pricing plans.

4. RANDOM DRAWING: On or about August 29, 2019, Administrator will select the winners from a random drawing of all eligible entries during the Promotions Period. For Canada, there will be three (3) potential grand prize winners, three (3) potential first prize winners, and three (3) potential second prize winners. For the US, there will be two (2) potential grand prize winners, three (3) potential first prize winners and three (3) potential second prize winners. Each winner is deemed to be a potential winner, pending verification of the entrant’s eligibility and compliance with these Official Rules as determined by Sponsor or Administrator, at their sole and absolute discretion. Canadian residents will be required to correctly answer a timed mathematical skill-testing question as further described in Section 6 before being declared a potential winner.

5. PRIZES, APPROXIMATE RETAIL VALUE, AND ODDS OF WINNING:

A. Grand Prize (3 for Canadian residents, 2 for US residents, 5 total): The grand prize is a fly away trip for two (2) people – grand prize winner and a guest of his/her choosing to attend the Shawn Mendes concert scheduled to occur on September 6, 2019 in Toronto, Ontario (“Grand Prize”). Each Grand Prize includes round-trip coach class air transportation from a major commercial airport near winner’s residence to Toronto, Ontario for winner and one (1) guest, two (2) nights hotel standard accommodations at a hotel selected by Sponsor in its sole discretion (rooms/double occupancy), two (2) tickets to the Shawn Mendes concert scheduled to occur on September 6, 2019, and a \$500 prepaid card localized to the Grand Prize winner’s country of residence currency that may be used for travel expenses. For example, a Canadian Grand Prize winner will receive a \$500 CAD prepaid card, and a US Grand Prize winner will receive a \$500 USD prepaid card.

The approximate retail value (“ARV”) of the Grand Prize is \$3,370 USD / \$4,500 CAD. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. No more than three (3) Grand Prizes will be awarded to Canadian residents and two (2) Grand Prizes will be awarded to US residents for a total of five (5) Grand Prizes in the Promotions.

Grand Prize winner’s guests must be the age of majority in his/her jurisdiction of residence or the Grand Prize winner’s minor child/legal ward. If a Grand Prize winner elects to travel or partake in the Grand Prize without a guest, no additional compensation will be awarded to the Grand Prize winner. Grand Prize must be taken on dates specified by Sponsor. Each Grand Prize winner and guest must travel on the same itinerary. If a Grand Prize winner resides within a 100-mile radius of destination, as determined by Sponsor in its sole discretion, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel dates are subject to availability; blackout dates and other restrictions may

apply. Each Grand Prize winner and his/her guest are responsible for having valid travel documents including government identification and/or passports. If the Grand Prize winner and his/her guest are US residents they must have a valid passport with at least 6 months remaining. Further, each Grand Prize winner and guest who are US residents must be able to travel to and within Toronto, Ontario and return to the US unimpeded. Each Grand Prize winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. The guest of each Grand Prize winner must sign and return a travel liability release before travel will be booked. Winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Each Grand Prize winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the Grand Prize winner. Sponsor bears no responsibility if any event, element or detail of a Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the Grand Prize winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element or detail. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Grand Prize winner will not receive compensation from Sponsor for tickets that the Grand Prize winner is unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Each Grand Prize winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to Grand Prize winner and/or his/her guest if either Grand Prize winner or his/her guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event.

- B. First Prizes (3 for Canadian residents, 3 for US residents, 6 total):** Each first prize is a year's supply of Flow Water ("First Prize"). The First Prize includes twenty four (24) 12-count multi-packs delivered to the First Prize winner's residence. The ARV of each First Prize is \$430 USD / \$480 CAD. No more than three (3) First Prizes will be awarded to Canadian residents and three (3) First Prizes will be awarded to US residents for a total of six (6) First Prizes in the Promotions.
 - C. Second Prizes (3 for Canadian residents, 3 for US residents, 6 total):** Each second prize is a Shawn Mendes merchandise pack ("Second Prize"). Each Second Prize includes a Shawn Mendes t-shirt (style and size to be determined by Sponsor in its sole discretion) and a Shawn Mendes beanie (style to be determined by Sponsor in its sole discretion). The ARV of each Second Prize is \$60 USD / \$60 CAD. No more than three (3) Second Prizes will be awarded to Canadian residents and three (3) Second Prizes will be awarded to US residents for a total of six (6) Second Prizes in the Promotions.
 - D. Total ARV:** The total ARV of prizes available for the US in this Promotions is \$8,210 USD. The total ARV of prizes available for Canada in this Promotions is \$15,120 CAD.
 - E. Odds of Winning/Limit:** The odds of winning a prize depend on the number of eligible entries received during the Promotions Period. There is a limit of one (1) prize per person/household.
- 6. HOW TO CLAIM A PRIZE:** Each potential winner will be notified via e-mail by Sponsor or its authorized designee at the e-mail address provided at the time of entry. Before being declared a Grand Prize winner, each potential Grand Prize winner will be required to execute an Affidavit of

Eligibility/Liability & Publicity Release and tax acknowledgment (“Affidavit”), if a US resident, or a Declaration of Eligibility/Liability/Publicity Release, if a Canadian resident (“Declaration”), sent with the e-mail notification. If a potential winner is a Canadian resident, before being declared a winner of any prize, he/she will be required to correctly answer a timed mathematical skill-testing questions without assistance, which will be provided with the email notification or the prize will be forfeited. The potential winners must return a fully executed and notarized Affidavit/Declaration to the Sponsor or its authorized designee within twenty four (24) hours from the date it is postmarked as being sent to the potential winner or the prize may (in Sponsor’s sole discretion) be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the prize, or in the event that a potential winner fails to return an executed and notarized Affidavit/Declaration, or fails to correctly complete the skill-testing question, within the twenty four (24) hour deadline, the prize may be forfeited, and in the Sponsor’s sole discretion, the forfeited prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

WINNERS WILL BE ISSUED A FORM 1099 OR T4A IF APPLICABLE, AS APPROPRIATE, FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY OR SOCIAL INSURANCE NUMBER, AS APPROPRIATE, AS REQUIRED BY LAW. ALL FEDERAL, STATE, PROVINCIAL, TERRITORIAL, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNERS.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered emails, including without limitation e-mails that are not received because of a winner’s privacy or spam filter settings which may divert any Promotions e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a prize is non-assignable, non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor’s sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility. Prizes will be fulfilled approximately 6 – 8 weeks from verification of winner’s eligibility. Promotions Entities shall not be held responsible for any delays in awarding a prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotions, entrants agree that the Promotions Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, shareholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotions; (vii) any injury, death or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotions and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance

with the Official Rules. Further, the Promotions Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotions, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotions; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotions, including, but not limited to, any Promotions-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotions; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotions is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotions and/or proceed with the Promotions, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more than the stated number of prizes be awarded. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than the stated number of prizes to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTIONS, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES: FOR US RESIDENTS, THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES**

MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTIONS ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTIONS PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTIONS ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTIONS PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

FOR CANADIAN RESIDENTS, THIS PROMOTION SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF THE PROVINCE OF ONTARIO AND CANADA, INCLUDING ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE PROMOTION RULES, RIGHTS AND OBLIGATIONS BETWEEN ENTRANTS AND THE SPONSOR, AND PROCEDURAL PROVISIONS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES. ANY DISPUTE SHALL BE ADJUDICATED BY THE COURTS OF ONTARIO.

FOR RESIDENTS OF QUEBEC. 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 Régie only for the purpose of helping the parties reach a settlement.

- 9. PRIVACY:** Sponsor's Privacy Policy is available at <https://flowhydration.com/pages/privacy>.
- 10. PUBLICITY RIGHTS:** By participating in the Promotions and/or accepting a prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state/province), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Promotions and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. GENERAL: Any attempted form of participation in this Promotions other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotions; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotions. Any attempted form of participation in this Promotions other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotions will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTIONS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotions details contained in these Official Rules and Promotions details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotions as set forth in these Official Rules shall prevail.

12. INTELLECTUAL PROPERTY: All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights reserved. Unauthorized copying or use of any of the Sponsor's intellectual property without the express written consent of the Sponsor is strictly prohibited.

13. WINNER LIST: For a copy of the winners list, interested individuals should mail a self-addressed stamped business envelope to: Winners List – Shawn Mendes VIP Experience Promotions, P.O. Box 251328, West Bloomfield, MI 48325, USA. Winner List requests must be received no later than October 28, 2019.

Customer Service inquiries may be made at [Contact Us](#).

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