CIRCLE K BEVERAGE CLUB

PROMOTION TERMS AND CONDITIONS

(the "Terms")

THIS IS A PURCHASE-BASED REWARD PROMOTION, NOT A CONTEST. A QUALIFYING PURCHASE IS REQUIRED TO EARN A REWARD.

1. PROMOTION PERIOD AND SPONSOR. The "Circle K Beverage Club" (the "Promotion") is available at participating Circle K establishments in Canada, excluding Quebec (the "Territory" and is sponsored by Couche-Tard Inc. (the "Sponsor") and administered by 612 Creative Inc. (the "Administrator"). The Promotion begins on July 21, 2026 at 12:00:00 a.m. Eastern Time ("ET") and ends on April 26, 2027 at 11:59:59 p.m. ET (the "Promotion Period"). The clock used by the Sponsor will be the official clock for determining the date and time of any qualifying purchase, credit, or Reward redemption.

2. ELIGIBILITY. The Promotion is open to legal residents of British Columbia, Alberta, Saskatchewan, Manitoba, Yukon, Northwest Territories, Nunavut, and Ontario, (the "Territory"), who at the time of entry: (i) have reached the legal age of majority in their province/territory of residence; or (ii) are thirteen (13) years of age or older, but under the legal age of majority in their province/territory of residence (each, a "Minor") and have permission from their parent/legal guardian who has agreed, on such Minor's behalf and on his/her own behalf, that each of them will be bound by these Terms. Employees, directors, officers, agents, and representatives of the Sponsor and the Administrator, and of their respective subsidiaries, affiliates, advertising and promotional agencies, and any other parties directly involved in the development or administration of the Promotion, may participate, but the Sponsor reserves the right to exclude such persons from any Reward where required. The Promotion is void where prohibited by law.

3. AGREEMENT TO BE BOUND. By participating in this Promotion, each participant agrees to be bound by (i) these Terms; and (ii) all decisions of the Sponsor and the Administrator, which are final and binding in all respects relating to the Promotion.

4. HOW TO PARTICIPATE AND EARN A REWARD. During the Promotion Period:

- Visit a participating Circle K establishment in the Territory
- As part of the Promotion, purchase any one (1) Froster, Polar Pop, Froster Swirl, or Coffee available (each, a "Qualifying Product"); and
- At the time of purchase, enter your mobile phone number on the LIFT touchscreen at the point of sale.

Each Qualifying Product purchased with your mobile phone number entered on the LIFT screen at the time of purchase counts as one (1) credit toward the Circle K Beverage Club. Once you have accumulated five (5) qualifying credits, you earn one (1) free Froster, Polar Pop, Froster Swirl, or Coffee, any size, at the participant's choice (the "Reward"). Limit one (1) credit per Qualifying Product. Standard text messaging and data rates may apply. **Access to the Circle K**

mobile application is required to track your progress and to receive and redeem any Reward – see Section 5.

5. APP REQUIREMENT – PROGRESS AND REDEMPTION. To view your progress, to receive your Reward, and to redeem your Reward, you must download and maintain an active account on the Circle K mobile application (the "App"). Circle K Beverage Club progress and Rewards are tracked and displayed only in the App and are linked to the mobile phone number entered at the point of sale. The Reward can be viewed and redeemed only in the App at a participating establishment. Participants who do not download the App, or who do not have an active App account, will not be able to view their progress or redeem any Reward. Internet access is required to use the App and to redeem a Reward.

6. THE REWARD. Each Reward is one (1) free Qualifying Product, redeemable for any one (1) of Froster, Polar Pop, Froster Swirl, or Coffee, any size, at the participant's choice. Once issued, a Reward is valid for thirty (30) days from the date and time of issuance and must be redeemed in the App at a participating establishment within that period. Any Reward not redeemed within thirty (30) days of issuance will expire automatically, will have no value, and will not be reissued, extended, or replaced. The Reward has no cash value and is non-transferable. The Reward cannot be substituted, exchanged, or redeemed for cash, except at the sole discretion of the Sponsor. The Reward is subject to product availability; the Sponsor reserves the right to substitute the Reward with a product of equal or greater value. The Reward may differ from any images shown in the Promotion's promotional materials.

7. LIMITS ON REWARDS. The Sponsor reserves the right, in its sole and absolute discretion, to limit the number of free Qualifying Products (Rewards) that may be earned and/or redeemed by any one person, mobile phone number, App account, and/or household during the Promotion Period and/or within any given time period. The Sponsor further reserves the right to establish, modify, or cap the maximum number of Rewards available under the Promotion overall. Under no circumstances will the Sponsor be obligated to issue or honour Rewards in excess of any such limit. The Sponsor also reserves the right to refuse, void, or revoke any credit or Reward that it reasonably believes was obtained through fraud, error, multiple accounts, or any activity that violates these Terms or the spirit of the Promotion.

8. PRIVACY. The Sponsor, the Administrator, and their authorized agents will collect, use, and disclose the personal information you provide when participating in the Promotion (including your mobile phone number) for the purposes of administering the Promotion, tracking Circle K Beverage Club credits, and fulfilling Rewards. The Sponsor may share this personal information with third-party business partners and service providers who perform services on its behalf in connection with operating its business, technology systems, infrastructure, advertising, and marketing, in accordance with the Sponsor's Privacy Policy. By entering your mobile phone number, you may also receive text messages in connection with your participation; text message and data rates may apply. For more information about how your personal information is managed, please refer to the Sponsor's Privacy Policy: https://www.circlek.com/privacypolicy?lang=en.

9. LIMITATION OF LIABILITY AND RELEASE. By participating in the Promotion, participants agree to release and hold harmless the Sponsor, the Administrator, and their respective affiliates

and related companies, advertising and promotional agencies, licensees, franchisees, partners, retailers, distributors, and any other parties involved in the Promotion, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns (collectively, the "Releasees") from any and all claims, causes of action, or liability, including without limitation any injury, death, or damage to or loss of property, arising from participation in the Promotion or from the receipt, use, or misuse of any Reward. Without limiting the foregoing, the Releasees shall not be liable for any: (i) incorrect or inaccurate information, or any error related to the programming or administration of the Promotion, the LIFT screen, or the App; (ii) technical failures of any kind, including hardware, software, network, or App malfunctions, or interruptions or unavailability of the App or LIFT screen; (iii) unauthorized human intervention at any stage of the Promotion; or (iv) any harm, loss, or damage resulting from participation in the Promotion or from the acceptance, use, or misuse of any Reward.

10. RIGHT TO MODIFY, SUSPEND, OR TERMINATE. The Sponsor, the Administrator, and their authorized agents reserve the right, in their sole discretion and without prior notice, to cancel, suspend, modify, or extend the Promotion, in whole or in part, or any participant's eligibility, for any reason, including without limitation in the event of any printing or administrative error, virus, bug, unauthorized human intervention, tampering, fraud, technical or equipment failure, or any other cause that corrupts or affects the administration, security, fairness, or proper conduct of the Promotion.

11. GENERAL CONDITIONS. The Sponsor reserves the right, in its sole discretion, to disqualify any person it reasonably believes has tampered or attempted to tamper with the participation process or the operation of the Promotion, the LIFT screen, or the App, or who does not comply with these Terms or acts in a manner contrary to the spirit of the Promotion. All decisions of the Sponsor regarding any aspect of the Promotion are final and binding. The Promotion is subject to all applicable federal, provincial, and municipal laws. These Terms shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein, without reference to conflict of laws principles. Any and all disputes, claims, and causes of action arising out of or connected with these Terms shall be resolved individually and exclusively by the courts located in Laval, Québec. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. The paragraph headings are for reference purposes only and shall not affect the interpretation of these Terms.

12. CONTACT. For further details or inquiries regarding the Promotion, contact a promotional representative at:

"Circle K Beverage Club" c/o 612 Creative
PO Box 89639
Burnaby RPO University, BC V5A 4Z3
Attention: Circle K Beverage Club