

LEGAL BASES OF THE PROMOTION CALLED " GET YOUR MAGIC ON AND WIN"

INTRODUCTION

“ **GET YOUR MAGIC ON AND WIN**”, is a promotional activity intended for participants who are legal residents of The Bahamas and who meet all the requirements established in these Terms and Conditions (hereinafter the "Bases") , created by Caribbean Bottling Company (Bahamas) Ltd. hereinafter The Organizer), who may, at their discretion, modify, amend or revise these Terms of Use at any time. PLEASE READ THESE LEGAL RULES CAREFULLY BEFORE USING/PARTICIPATING IN THE DYNAMICS OF THE PROMOTION.

Any person who, in accordance with these Legal Bases, wishes to participate in the promotion called " **GET YOUR MAGIC ON AND WIN**" (hereinafter, the "Promotion"), agrees to comply with them in their entirety, and by participating it will be understood that you have read and understood them in their entirety, for which you agree to fully comply with the requirements and conditions established herein.

Participation in this Promotion implies the knowledge and acceptance of the Bases and the mechanics indicated here by the Participants (as said term is defined below), as well as the Privacy Notice established in this document and available at www.cbcbahamas.com. It is essential to participate in this Promotion to be in agreement with the terms, requirements and conditions established in these Bases, as well as the Privacy Notice, since its acceptance implies being governed by them for the development of this Promotion. The policies, mechanics and restrictions are not appealable or flexible, nor are they subject to negotiation or modification of any kind.

The Organizer reserves the right to make any type of change to these Bases without prior notice, for which the Participants agree to review them on the website: www.cbcbahamas.com periodically during the Validity of the Promotion.

Due to the foregoing, The Organizer reserves the right to modify, change, cancel, extend, decrease, postpone or annul the established terms, requirements, terms and conditions, as well as the Incentives to be delivered due to the Promotion and/or its assignment. , if in his opinion there are elements that prevent its realization, and complying with the prior notice before the competent authorities in the matter.

THE ORGANIZER : Caribbean Bottling Company (Bahamas) Ltd. with address at Sir Milo Butler Highway, Nassau, The Bahamas, with telephone number for information and clarifications: (242) 397-4250, from Monday to Friday from 8:30 am to 5:00 pm (hereinafter the " **Organizer** "). At all times it will be the exclusive and unappealable power of The Organizer, the elimination of a Participant for the lack of compliance with any of the causes established in these Bases.

It is the right and obligation of the Participants to know and comply with these Bases and Privacy Notice. Each Participant will assume the responsibility of being regularly updated and informed about said regulation, in order to know their rights and responsibilities.

PARTICIPANTS.

The consumer public of The Bahamas who meets each and every one of the following requirements and, who is interested in participating in the "**GET YOUR MAGIC ON AND WIN**" Promotion may be considered as a participant of the same (in hereinafter, the "Participant" or the "Participants"):

1. Be legal residents in The Bahamas.
2. Be 13 years old (with the authorization of parents or guardians) completed before the start date of the Promotion; proving your residence and/or legal situation in The Bahamas , and have valid official identification with photograph (Voting credential issued by The Bahamas, driver's license or passport).
3. In the case of concerts, trips, participants will be over 18 years of age
4. Comply with the indications to carry out the mechanics of the Promotion in a timely manner, in accordance with the provisions of these Bases.
5. Read and accept the Privacy Notice, as well as the Present Bases
6. Only people who meet all of the above requirements may be considered as Participants in the Promotion.

VALIDITY.

The validity period of the Promotion starts from 12:00 am on the 13th day of March 2023, and until 12:00pm on the 7th day of May 2023 (hereinafter, the "Validity").

TERRITORY.

The Promotion is exclusively for legal residents of The Bahamas, who meet all the requirements established in these Bases.

The promotion will be valid only within The Bahamas.

PARTICIPATING ESTABLISHMENTS:

Any establishment/sales channel: corner, convenience and self-service stores where one of the Participating Products marked with the label containing the Promotion QR code is located.

PRODUCTS TO PROMOTE PARTICIPANTS:

Coca-Cola Original 20oz PET, Diet Coke 20oz PET, Coke No Sugar 20oz PET, Dasani 20oz PET, Dasani Sparkling 20oz PET, Fanta Fruit Punch 20oz PET, Fanta Grape 20oz PET, Fanta Orange 20oz PET, Fanta Strawberry 20oz PET, Goombay Fruit Champagne 20oz PET, Goombay Punch 20oz PET, Minute Maid Fruit Cooler Citrus Punch 20oz PET, Minute Maid Fruit Cooler Lemonade 20oz PET, Minute Maid Fruit Cooler Tangerine 20oz PET, Minute Maid Fruit Cooler Apple 20oz PET, Sprite 20oz PET, in hereinafter "The Participating Product"

The previously established presentations of the Participating Product could be found in some Establishments and not in others, since it depends on the region and/or participating establishment, therefore, the participant must always locate or locate them by the package that contains a white cap, therefore the Organizer is not responsible for the existence and availability of Participating Products in participating establishments.

INCENTIVES OFFERED:

- Free Product: Coke No Sugar

PARTICIPATION MECHANICS.

- Starting at 12:00 am on the 13th day of March 2023, and until 12:00pm on the 7th day of May 2023, participants will be able to buy at any of the participating sales establishments/channels, such as, among others: little shops from the corner, convenience stores and supermarkets, the Participating Products that contain a white cap "The Participating Product"
- Enter through the QR code the website of the **“GET YOUR MAGIC ON AND WIN” Promotion**, or, enter the address of the website directly on the internet and register the following data:
 - Name
 - Surname
 - Date of birth
 - Email
- Once the registration is finished, the participant will be able to choose one of the 2 (two) experiences:
- **EXPERIENCE 1: I WANT TO PARTICIPATE FOR A MAJOR INCENTIVE**
EXPERIENCE DYNAMICS 1:
 - a) The Participant who has chosen this experience must accept the terms and conditions and then press the participate option.
- **EXPERIENCE 2: I WANT AN INSTANT INCENTIVE**
EXPERIENCE DYNAMICS 2:
 - a) In the event that the Participant only wishes to be able to participate to obtain instant incentives, they must enter the promotion website **“GET YOUR MAGIC ON AND WIN” Promotion** through the QR Code , register their data:
 - Name
 - Surname
 - Date of birth
 - Email

- b) Select on the website the option “ **I WANT AN INSTANT PRIZE** ”, accept the Terms and Conditions and Privacy Notice, once the Participant accepts the Terms and Conditions and Privacy Notice, a free membership code/coupon/discount will be provided that you can redeem directly at: Caribbean Bottling Company (Bahamas) Ltd..
- c) The benefits offered are limited and while stocks last, therefore, in the event that said benefits end before the end of the promotion, the Participant will no longer be able to obtain them and the Organizer will not be obliged to correct or deliver another type of incentive. In any case, the Participant will be notified that the benefits have been exhausted.
- d) The participant can only obtain these benefits 1 (one) time.

GENERAL CONDITIONS AND RESTRICTIONS.

1. The Participant must be over 18 years of age, so, in the event that the registration system on the website detects that it is a minor who tries to register, the system will block the registration of said participant without any type of responsibility for the Organizer.
2. The Participant may also enter the promotion website through the www.cbcbahamas.com website or through the QR Code displayed on the POS materials of the participating product.
3. All concepts that are not expressly included in the description of the incentives are considered excluded.
4. The Organizer will NOT be responsible for the speed of both the internet and the equipment used by the participant to register.
5. The Organizer will NOT be responsible for the expenses generated by electricity supply, telecommunications service, data consumption, programs and software and hardware, players, nor does it recommend or promote any brand of technological inputs and any other participation requirement.
6. The Organizer is NOT responsible and will not respond for the expenses that the Participant incurs for participating in the Promotion, and/or validating their Incentive.
7. The sale, resale, assignment or transfer of any Incentive by Participants is prohibited.
8. At the time of participating and accepting these Bases, the Participant expressly waives to question what is established in this document, accepting the criteria established or to be established by accepting and/or redeeming any Incentive, the Participant releases any civil, criminal, administrative or any other liability and agrees to keep the Organizer in peace and safe , to its affiliated, affiliated and subsidiary companies, The Organizer and/or its controllers, affiliated and subsidiary companies, national or foreign, as well as their respective representatives, officers, officers, directors, employees, shareholders, managers, lawyers, agents, clients, suppliers, successors in interest, concessionaires and/or licensees, permanently and irrevocably from and against any legal action or claim for loss, damage and/or loss (including injury, illness, disability or death) that affects or is alleged to have affected to his person, companions, property, assets, possessions and patrimony (including attorneys' fees) of any kind and nature. The Participant expressly releases said persons and companies from any liability or claim arising in whole or in part, directly or indirectly, related to the acceptance and use of the incentive, including, but not limited to, any damage or loss, accident, injury, delay, loss and/or expense suffered before, during or after using or enjoying the Incentive. Likewise, the Participant acknowledges that The Organizer and/or its

controllers, affiliated companies and subsidiaries, national or foreign, as well as their respective representatives, officials, officers, directors, employees, shareholders, managers, lawyers, agents, clients, successors in interest, concessionaires and/or licensees are not responsible for damages and/or losses of any kind due to force majeure such as health problems, pandemics, deaths, accidents, explosions, boycotts, delays, cancellations, strikes, labor disputes, riots, disturbances, wars and/or armed conflicts, embargoes, acts of nature such as earthquakes, hurricanes, floods, fires, epidemics or any other similar event of force majeure and/or due to non-compliance with the laws of my country of residence, during or after enjoying the Incentive, for which the Participant expressly and voluntarily waives to exercise any type of legal action or claim in c against the previously identified persons and companies.

9. The mere fact that a person receives the incentive of this Promotion will enable The Organizer and the Sponsor to disclose their image and their name as a Participant in the manner they deem appropriate. Notwithstanding the foregoing, by the mere fact of participating in the Promotion described in these Bases and by accepting them, the Participant expressly authorizes the Organizer and/or the Sponsor to communicate the identity of the Participants, record, film and photograph them, and to display such recordings, filming or photographs in any social media and by any digital means, including the internet. Similarly, by accepting the Incentive,
10. Not stackable with other promotions or discounts.
11. The Organizer is NOT responsible for participation in the Promotion and/or acquisition of the participating products and Incentives outside the specified periods (Validity of the Promotion).
12. Due to the displacement of the participating products, and/or the periods of high redemption of the incentives, there may be participating establishments that do not exist, or that exist after the end date of the promotion, or that do not contain the POS materials with the QR Code, so the Organizer is not obliged to correct the event described in the event it occurs and will not be responsible to the Participant.
13. Regardless of the immediate disqualification of this Promotion, the illegal and fraudulent reproduction of the bottles and labels with QR codes of the participating products will be subject to the sanctions that the applicable laws of The Bahamas.
14. The incentives offered in this Promotion have been authorized by The Organizer, therefore the Participants accept that they are those indicated in the Promotion Bases, being the only ones they can request, being subject to their terms, conditions and restrictions.
15. The Organizer reserves the right, without prior notice, to end this Promotion or modify the terms of the mechanics or any other condition of participation at its absolute discretion and in accordance with the interests it deems appropriate without any compensation to the Participants.
16. The Organizer may: (i) increase the number of Incentives indicated in these Bases or replace them with others of equal value; (ii) modify the start and end dates of the Promotion; (iii) modify these Terms and Conditions (Bases) for any reason, including to cancel or reduce Incentives or promotions; and (iv) cancel, suspend or modify the Promotion when circumstances not attributable to the Organizer and not provided for in these bases or the Terms or Notices, in an unforeseen event or when justified by force majeure. Any

modification to the Terms established in these Bases will be communicated to the general public, making the corresponding publications in the same medium through which these Bases have been made known.

17. Registrations made on behalf of another person will not be accepted; in the same way the use of some type of pseudonym or the registration of a Participant with false information.
18. Participations that are outside The Bahamas territory or outside the Validity time of the Promotion and/or that are not under the guidelines described above will not be accepted.
19. In the event that The Organizer determines that a Participant does not comply with the established conditions and/or with the same or dubious registration information, they will be disqualified without the need to notify the Participant.
20. Any attempt at fraud or unfair maneuver (such as: double or apocryphal registration of participation; use of bots , software or any other tool or technological input that allows them to obtain an unfair advantage in the Promotion; being a promotion hunter; alteration of codes; discrediting the Promotion on its different platforms, among others) by a Participant will lead to the nullity of their participation, regardless of the Promotion phase they are in. The examples of fraud attempts and unfair maneuvers are not limited to the statements and there may be more of them.
21. In case of duplication of registrations by the same Participant, they will automatically be disqualified.
22. The participation of the different actions will be reviewed during the validity of the Promotion, validating that they adhere to the veracity and authenticity in accordance with the law on promotional matters. In the same way, it will be verified that the data and information stated by the Participants are trustworthy, correct and that they do not generate doubt or controversy; otherwise they may be disqualified without the need to notify the Participant.
23. The veracity of the information, in the case of being a creditor of any incentive, ensures easy and timely contact for your redemption.
24. The Organizer will not have any responsibility for records that are lost, delayed, unused, incorrectly sent, incomplete or that could not be made on the website, due to technical failures or of any other nature, with only the Participant being responsible in in the event of any of the aforementioned situations.
25. If The Organizer has reason to suspect that a Participant or third party has acted deceitfully or fraudulently, it reserves, at its sole discretion, the right to eliminate the Participant and/or disqualify any participation. Likewise, it may disqualify and not deliver the incentive to the Participant if it is suspected that he or she has carried out fraudulent or lucrative activities, to unfairly or illegally obtain an Incentive.
26. The Organizer is not responsible for or responsible for expenses, damages, losses, inconveniences, deductions, sanctions, or losses of a labor, economic, social and/or family nature incurred by the Participant for participating in this Promotion, or even in case of obtaining the Incentive, as well as for compliance with the Terms and Conditions of the Promotion Bases.
27. Content with political, religious, offensive, moral and ethical controversy, content that alludes to abuse, harassment, threats, or that is defamatory, offensive, obscene, vulgar or that represents and incite in any way to violence or discussions of any kind, racism or discrimination based on sexual orientation, race, ethnic origin, beliefs, religion, sex,

nationality or political belief. It is strictly prohibited to publish sexually explicit content (language and acts of that nature), in the opinion of The Organizer.

28. The content may not denigrate in any way, minors or incite violence, abuse or degradation of children. The contents that violate the intellectual property rights of any third party will be the sole responsibility of the Participant and will be subject to the applicable legislation, releasing the Organizer in its entirety.
29. The use of bots that automates, attempts to automate, or in any way substitutes for human action is strictly prohibited . In this case, those who fail to comply with this rule will be disqualified without liability for The Organizer, waiving from this moment to exercise any type of legal or ordinary action against The Organizer, its subsidiaries, affiliates or its clients. The Organizer reserves the right to initiate legal action; this action that for the purposes of cybernetic legislation can be considered a crime. The Organizer reserves the right to justifiably eliminate any Participant who defrauds, alters or disables the proper functioning and the normal and regulatory course of this Promotion.
30. The Organizer intends that all Participants participate on equal terms and with strict respect for the rules of good faith. Therefore, any abusive or fraudulent use of the Bases will lead to the disqualification and cancellation of the Participant from this Promotion.
31. Any decision of The Organizer will be unappealable, final and without the possibility of questioning by the Participants.
32. Neither will the Organizer reimburse the amount of the Participating Product that the Participant may acquire as a result of their participation.
33. During the entire validity of the Promotion, The Organizer reserves the right to, at its free will, remove from its website and its social networks any comment or form of interaction that does not comply with the requirements set forth in this document and/or that in any way affect morality, public order and/or good customs. In the event that The Organizer disqualifies a participation, no responsibility of any kind is generated for them, nor their officials, administrators or staff before the participant or third parties. Likewise, any form of interaction that contains elements, images and/or obscene phrases and/or that in any way harm or may cause harm of any kind to the rest of the Users, who interact in any way in the Promotion and /or on social networks and/or to third parties; as well as those elements, images and/or obscene phrases and/or that in any way harm or may cause harm of any kind to the Organizer or any of the Participating Products and their brands, may be automatically disqualified by the Organizers, without that this generates responsibility of any kind for them, nor their officials, administrators or staff before the User or third parties.
34. In the event of any suspicion that the Participant has used robots or any other type of automated use tools to obtain various records, discount codes or acted in a way that violates any of the policies of these Bases or in any activity or practice that negatively affects the image of the participating brands or The Organizer or that discredits and/or undermines the reputation and good name, will be immediately disqualified without any responsibility and will not have the right to participate again, without said disqualification limiting the right of The Organizer to exercise the legal actions that it deems appropriate against the party or parties that are responsible.

35. In case of disqualification of a Participant for reasons indicated as detrimental to the development of the Promotion, be it image, performance or mere suspicion, The Organizer retains the right to be able to cancel the incentive.
36. The conditions and restrictions are not limiting and/or unique, so there may be more than those stated in these Bases.

DELIVERY OF INCENTIVES

- In the case of the incentives/benefits of Memberships and Discounts, the participants on the website will be contacted within 48 hours with instructions on how to redeemed in accordance with the Conditions and Restrictions of Incentives Offered section.
- In the case of the Major Incentive, the Organizer will contact the Winning Participants via email and by telephone to give them instructions regarding the conditions, dates and times in which they must appear . **No incentive will be given in case of:**
 - a. Not having complied with all the terms, conditions and Bases of the Promotion, those Participants who do not fully comply with them being disqualified.
 - b. Do not fully agree with these Bases of Participation or with the Privacy Notice.
 - c. Failing to reliably prove their identity or refusing to show or provide any document(s) that The Organizer requests for the sole purpose of verifying, validating and identifying the Participant.

CONDITIONS AND RESTRICTIONS OF INCENTIVES OFFERED:

1. [Amazon Gift Card, Coca-Cola Jacket, Coca-Cola Hat, Sony Playstation Gift Card, Apple Gift Card, JBL Charge 5 Portable Bluetooth Speaker, Beats Solo3 Wireless On-Ear Headphones, Apple AirPods 3rd Generation, PS5 Console, Lollapalooza Trip]

IMAGE USE AUTHORIZATION :

The Participants agree to lend their image and/or voice free of charge for the preparation of photographic material, as well as audio and video recordings that could be used in the media that The Organizer and/or the Sponsor of this activity deem convenient, to make the evolution and results of this promotion publicly known. This authorization includes the power for The Organizer to include its image and details of its participation in publicity for the promotion, which may be communicated through any means of communication it deems appropriate, including the Internet or any other means of communication known or to meet

The participation testimonials referred to in the previous paragraph will be the exclusive property of the person responsible for the Promotion and/or the owner or licensee of the brands of the products whose purchase grants the right to the interested parties to participate, which may be disseminated and used. in the way that best suits their interests, without this implying any payment to said participants for their appearance in any media .

Likewise, by the mere fact of participating in the Promotion described in these Bases and by accepting them, the Participant expressly authorizes The Organizer in this sense to communicate the identity of the Participants, record, film and photograph them, and to exhibit such recordings, filming or photographs in any social media and by any known or to be known digital media, including the Internet.

DOUBTS OR COMMENTS

In case of experiencing any inconvenience or error, the Participant must contact : Customer Service at (242) 397-4250.

MODIFICATIONS AND/OR ANNEXES

The Organizer reserves the right to make changes or add successive annexes to its mechanics and incentives, provided that they are justified, do not harm users and/or participants, and are duly communicated to them through the website www.cbcbahamas.com.

Participants will always be able to review the terms and conditions and modifications made to them.

APPLICABLE LEGISLATION:

The activities of " **GET YOUR MAGIC ON AND WIN**" are governed by current legislation in The Bahamas and by these terms and conditions, as established for each commission. Likewise , this Promotion is subject to the laws of The Bahamas, excluding any provision for the selection of jurisdiction.

INTELLECTUAL PROPERTY

The Organizer is the owner of the license, rights, titles and interests related to Referrals, including those related to patent, copyright, trade secret, registered trademark and all other property rights. You do not acquire any ownership rights over Referrals as a result of participating in the mechanics.

All the material generated and published in Referrals is the property of The Organizer and may be used in any medium as it deems appropriate.

COPYRIGHT INFRINGEMENT.

The Organizer respects the intellectual property of others and expects that users and/or participants of The Organizer's promotions do the same.

By accepting these terms and conditions and participating in the Promotion and/or dynamic, the user acknowledges and accepts that they will be solely responsible for verifying and/or obtaining the permits, licenses, authorizations that are necessary under applicable law. regarding the material that the user comes to use in relation to this or any other promotion of The Organizer in which he wishes to participate. The user accepts that The Organizer will in no case be responsible for the use that the user makes of said material and that nothing provided herein can be interpreted or implied that The Organizer encourages or promotes the use of material owned by third parties without having the

authorizations and / or permits required for this purpose. The Organizer reserves the right to claim and/or exercise legal actions that are applicable against the user for the unauthorized or incorrect use that the user makes of the material and that becomes known to The Organizer. The user releases The Organizer, its related companies, its officials, shareholders, representatives, employees from any liability of any claim by third parties that arise in relation to the use that the user makes of the material in relation to this promotion and/or dynamic or any other of The Organizer in which the user participates.

Participants will always be able to review the terms and conditions and modifications made to them.

RIGHT TO ELIMINATE FRAUDULENT PARTICIPATIONS:

The Organizer reserves the right to justifiably eliminate any user and/or Participant who defrauds, alters or disables the proper functioning and the normal and regulatory course of this Promotion. The Organizer intends that all users compete on equal terms in each one of the promotions and with strict respect for the rules of good faith. Therefore, any abusive or fraudulent use of these bases or of the particular bases or special instructions of a promotion, will give rise to the annulment of the codes used and/or accumulated and the consequent disqualification and annulment of the user in any promotion carried out within this.

In this way, it will be understood that fraud occurs when:

- Several people participate with the same account.
- A single person participates with different accounts.
- Information, data, codes, etc., that do not correspond to promotional products placed on the market, are used.
- The user provides false or incomplete data of his registration within the page.
- Repeated attempts to enter false information, data, codes, etc.
- The user changes their data to be able to participate in the promotion.
- Any type of computer program is used or developed that facilitates the introduction/validation of information, data, codes, etc., or the automated participation in activities or any attempt, abuse or act of bad faith in which the promotion or put yourself in a privileged situation and any other activity that tries to alter or alter fair competition in order to obtain prizes unduly.

PRIVACY AND PERSONAL DATA:

The Organizer informs and makes available to the participants of the Promotion, its Privacy Notice, which can be consulted on the website: www.cbcbahamas.com, which is applicable to the Promotion, if necessary.