

Official Rules, Terms & Conditions
Macbook Pro 14” Contest
(the “Contest”)

NO PURCHASE NECESSARY.

These Official Rules, Terms & Conditions (the “Official Rules”) govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have received, understood, and agree to these Official Rules. In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsor or appearing in other Contest-related materials, these Official Rules shall govern.

1. The Contest: The Contest will run from February 24, 2025 to May 31, 2025.

2. The Sponsor: Shift Technologies Inc., #520 – 1515 Douglas St., Victoria, BC V8W 2G4 (the “Sponsor”). Neither Apple, its advertising/promotional agencies, nor any of its/their affiliated companies guarantee or provide any third-party product, service, information, or recommendation offered by the Sponsor. This contest is in no way sponsored or administered by Apple, its advertising/promotional agencies, nor any of its/their affiliated companies.

3. Eligibility: The Contest is open only to individuals who are legal residents of

- the fifty (50) United States (including the District of Columbia) and who are at least eighteen (18) years of age (or the minimum age of majority in the state where such individual resides) at the time of Contest entry; or
- Canada (excluding residents of Quebec) and who are at least eighteen (18) years of age (or the minimum age of majority in the province or territory where such individual resides) at the time of Contest entry.

(collectively, the “Entrant”)

The Contest is subject to all applicable federal, state, provincial, and local laws and regulations, and is void where prohibited or restricted by law. The Contest is not open to employees, representatives or agents of the Sponsor or its parent companies, subsidiaries, affiliated and/or associated companies, advertising/promotion agencies, prize suppliers, and any other individual or entity involved in the development, production, administration, or fulfillment of the Contest, or the spouses, parents, siblings and children of any of the foregoing. Participation in the Contest constitutes the Entrant’s full and unconditional agreement to these Official Rules and the Sponsor’s decisions, which are final and binding in all matters related to the Contest.

The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant from the Contest, or prevent any Entrant from future participation in a contest, that has:

- i. resold or attempted to resell a prize, in whole or in part;
- ii. tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest and/or the Contest Site;
- iii. provided false or misleading information;
- iv. acted in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; and/or
- v. otherwise violated these Official Rules.

4. The Prize: The prize available to be won in the Contest is one (1) prize package as follows:

- One MacBook Pro 14”.
- One year subscription to Shift Advanced.

Total approximate retail value of the prize to be won is \$2,500 (USD) (the “Prize”).

The chances of winning the Prize will depend upon the number of eligible ballot entries received during the Contest Period.

5. Prize Conditions: All Prize particulars will be determined by the Sponsor in their sole discretion. In addition to any Prize conditions provided elsewhere in these Official Rules, any Prize awarded in the Contest is subject to the following conditions:

- i. No responsibility is assumed by the Sponsor for any other factor beyond their reasonable control.
- i. The Contest winner must have reached the age of majority in his/her/their province, state, or territory of residence;
- i. No substitutions except at the Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any of this prize or a component thereof with a prize of equal or greater retail value if the Prize or any component thereof cannot be awarded for any reason;

- i. Prize value in these Official Rules is approximate only. The Contest winner will not be compensated if actual Prize value is lower than the value quoted in these Official Rules;
- i. The Prize must be accepted as awarded and may not be transferred or resold, unless otherwise determined by the Sponsor. The Prize may not be exactly as advertised. The Prize is provided "as is" without representation or warranty of any kind by the Sponsor; and
- i. Any unused portion of the Prize, once awarded, will be deemed forfeited. A Prize will not be replaced if lost, destroyed, mutilated or stolen.

6. Timing: The Contest begins on February 24, 2025 at 9:00 a.m. Pacific Time ("PST") and will end on May 31, 2025 at 11:59 p.m. PST (the "Contest Period"). Sponsor's computer is the official time-keeping device for the Contest. Contest entries/submissions received after the Contest Period will not be accepted and will be considered invalid entries/submissions.

7. How To Enter: There is no purchase necessary to enter the Contest. During the Contest Period, visit shift.com/macbookgiveaway1 or shift.com/macbookgiveaway2 (the "Contest Sites"). In order to enter the Contest, the Entrant must visit one of the two Contest Sites, find the secret phrase(s) on the Contest Site, complete the Contest entry form, and submit the completed contest entry form. Or, perform the Google searches as instructed on the contest page and place the website landing pages from the search results into the empty fields as instructed on the contest page, and submit the completed contest entry form.

The Entrant will receive one (1) Contest ballot entry for a successful Contest entry submission. To be deemed a "successful" Contest ballot entry, the Entrant must complete a Contest entry form by submitting: (i) their full name (first and last name); (ii) their valid email address; and (iii) completely filling out the answers to the questions in the form. There is a limit of one (1) Contest ballot entry per Entrant per Contest Period. If it is discovered by the Sponsor (using evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (a) exceed any of the limits stated in these Official Rules; and/or (b) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest, then he/she/they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, or misdirected Contest ballot entries, all of which will be disqualified. The Sponsor reserves the right, in their sole discretion, to disqualify any Entrant should such an Entrant supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

8. Contest Draw: A random draw for the Prize will be made by the Sponsor on or before 11:59 p.m. PST on May 31, 2025 from all eligible Contest ballot entries received on or before 11:59 p.m. PST on May 31, 2025.

9. Winner Notification Process: Following the Contest draw, the selected potential Contest winning Entrant will be contacted by email at the email address that he/she/they provided to the Sponsor during the Contest ballot entry submission process on the Contest Site, or the email address that the Entrant used to submit the Contest entry directly to the Sponsor by email. The Sponsor or its designated representative will make a minimum of one (1) attempt via email and/or phone number (if applicable) to contact the potential Contest winning Entrant (using the contact information provided at the time of Contest entry). If a potential Contest winning Entrant cannot be contacted within forty-eight (48) hours of the first email notification, or if there is a return of any notification as undeliverable, then the potential Contest winning Entrant may be disqualified in the sole and absolute discretion of the Sponsor (and if disqualified, will forfeit all rights to the Prize) and another Entrant may be selected by random draw in accordance with these Official Rules. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected Entrants than contemplated in these Official Rules, there will be a random draw amongst all eligible selected Entrants to award the Prize. A selected Entrant may decline to be a selected Contest winner/recipient by notifying the Sponsor, in which case the declining Entrant will forego the Prize associated with being a selected Entrant.

10. Winner Confirmation Process: In order to be declared a winner or recipient of the Prize, the selected Entrant must: (i) respond to the Contest winner/recipient notification within seventy-two (72) hours of transmission of the notification; (ii) if applicable, answer the time-limited, mathematical skill-testing question correctly; (iii) sign a declaration of compliance with these Official Rules; (iv) sign a release of the Sponsor and each of its respective direct or indirect parent company, subsidiaries, affiliates, related entities, suppliers, advertising/promotion agencies, prize suppliers, and any other individual or entity involved in the development, production, administration, or fulfillment of the Contest and each of their officers, directors, members, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all liability in connection with the Contest; and (v) sign a consent to the use of his/her/their name, city of residence, photograph, likeness, voice or statements for advertising and promotional purposes without any further compensation to the selected Entrant. Should the selected Entrant fail to comply with any of these Official Rules, the Prize will be automatically forfeited and another Entrant may be selected (at the sole discretion of the Sponsor) by random draw in accordance with these Official Rules. The selected Entrant is subject to verification by the Sponsor and shall not be deemed a Contest winner/recipient of the Prize unless and until the selected Entrant's eligibility has been verified and the selected Entrant has been notified that verification is complete. The selected Entrant must co-ordinate the collection/receipt of the Prize with the Sponsor and must comply with all applicable laws, rules and regulations. The Prize is non-transferable, non-exchangeable, non-refundable, and has no cash value. The Prize will be delivered at no cost to the selected Entrant, however, the selected Entrant shall be responsible for paying any and all applicable taxes and any other expenses incurred, including any income taxes, sales or use taxes arising from his/her/their receipt of the Prize and shall indemnify Sponsor from any of the foregoing taxes. The Prize will be shipped within seven of the contest winner responding days through FedEx. The selected Entrant acknowledges and agrees that the Sponsor will not be responsible for the selected Entrant's inability to receive or retrieve the Prize. If a selected Entrant fails to accept or take delivery of the Prize as instructed by the Sponsor, the Prize will be deemed forfeited.

11. Limitations of Liability: The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by any Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (ii) any failure of the Contest Site, or any associated website during the Contest Period; (iii) technical failures of any kind or other problems of any nature whatsoever, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software, or for any computer online,

software, or technical or hardware failures or malfunctions that may affect the transmission or non-transmission of an entry; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) the failure of any Contest ballot entry or other information received, captured, or recorded for any reason whatsoever, including but not limited to, technical problems or traffic congestion on the Internet, on the Contest Site, or at any website; (v) technical or human error which may occur in the administration of the Contest or the processing of Contest ballot entries; or (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or any Contest-related activity, or from Entrant's receipt (or non-receipt) or use or misuse of the Prize. Under no circumstances shall the Sponsor be responsible or liable for (A) any Contest ballot entry that is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted; and/or (B) any Prize that is lost, damaged or misdirected. Each Entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Entrant's participation in the Contest, without limitation. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, malware, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest.

12. General Conditions: The Sponsor may cancel, modify or suspend the Contest or amend these Official Rules for any reason whatsoever. For example, if for any reason the Contest is not capable of running as originally planned, the Sponsor may adjust any of the dates, timeframes or other Contest mechanics, substitute a prize of equal or greater value to the Prize, or suspend or cancel the Contest. If for any reason the Contest is not capable of being conducted as intended by the Sponsor, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, or any other cause that corrupts, impairs or interferes with the administration, security, fairness, integrity or proper functioning or conduct of the Contest, the Sponsor may, at its sole discretion, disqualify any Entrant responsible for such misconduct or cancel, terminate, modify, or suspend the Contest. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant it finds to be (i) tampering with the entry process or the operation of the Contest; (ii) providing false or misleading information; (iii) and/or be acting in violation of the Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a present or future waiver of that provision, nor in any way affect the ability of the Sponsor to enforce each and every such provision thereafter. The Prize will be awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be in full force and effect.

13. Disputes: Except where prohibited, Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and shall be governed exclusively by the laws of the Province of British Columbia, Canada; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of British Columbia, Canada, without giving effect to any choice of law or conflict of law rules (whether of the Province of British Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of British Columbia. The Entrant irrevocably submits to the exclusive jurisdiction of the courts of the Province of British Columbia and waives any claim on the grounds of inconvenient forum. Any questions or disputes regarding the Contest must be addressed to the Sponsor at giveaway@shift.com.

14. Entrant's Personal Information: Information collected from Entrants is subject to the Sponsor's Privacy Policy <https://shift.com/privacy/>. By participating in the Contest, each Entrant: (i) grants to Sponsor the right to use his/her/their personal information provided when he/she/they enters the Contest for the purpose of administering the Contest, including but not limited to contacting and announcing the winner(s) and coordinating the provision of the Prize; (ii) grants to the Sponsor the right to use his/her/their personal information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by applicable law; and (iii) acknowledges that the Sponsor may disclose his/her/their personal information to third-party agents and service providers of the Sponsor in connection with any of the activities defined in (i) and/or (ii) above.

Your personal information may be shared with a third party or vendor in the following circumstances:

- i. For the purpose of administering the Contest;
- ii. to receive commercial emails or other communications of a commercial nature (collectively, "Commercial Communications") from the Sponsor or other parties selected by the Sponsor. You may opt out of receiving Commercial Communications at any time;
- iii. to coordinate the fulfillment or provision of the Prize with a Prize supplier; and
- iv. to any interested party, such as an entity who is a Released Party, if you have been asked to sign and return a Release Form or other documentation in accordance with these Official Rules.

Your personal information will also be shared with third parties if permitted or required by applicable law.