



CONTEST

«Discover the Seta Organic smoothies»

Contest rules

The Contest « **Discover the Seta Organic smoothies** » (the « **Contest** ») will be held online. It is organized by Sobeys Capital Incorporated (the “**Contest Organizer**”) and is sponsored by Seta Organic (the “**Presenting Sponsor**”).

The Contest begins on **Thursday November 9, 2023, at 0:00 a.m. Eastern Time (ET)** and ends on **Wednesday November 29, 2023, at 11:59 p.m. (ET)** (the “**Contest Period**”).

1. ADMISSIBILITY

TO BE ELIGIBLE TO ENTER THE CONTEST, you must:

- be a resident of Québec or New-Brunswick; and
- have reached the age of majority in your province of residence at the time of Contest entry.
(an “**Eligible Entrant**”)

EXCLUSIONS: The employees, agents and/or representatives of the Contest Organizer, its affiliates, Rachelle Béry Stores, non-participating affiliated grocers, advertising agencies or any party involved in the administration of the Contest (the “**Affiliated Parties**”) such as employees, agent/or representatives of all the Presenting Sponsors, as well as, respectively, any person with whom an excluded entrant is domiciled or any member of their immediate family (each an “**Excluded Entrant**”). For the purposes of the Contest Rules (the “**Rules**”), the term “immediate family” includes the father, mother, brother, sister, child, husband, wife, or common-law partner of an Excluded Entrant.

For the sake of clarity, an Eligible Entrant who is not an Excluded Entrant is hereinafter referred to as an “**Entrant**.”

Each Entrant must enter exclusively on their own behalf and act for their sole personal benefit.

2. ROLE OF PARTIES

Sobeys Capital Incorporated is hereinafter referred to the Contest Organizer.

For the purposes of this Contest, Seta Organic is hereinafter referred to as a “**Presenting Sponsor**” and a “**Prize Supplier**” and is not responsible for the administration or execution of the Contest.

The Entrants understand and acknowledge that the role of the Presenting Sponsor and the Prize Supplier in the Contest is to fund the Contest and provide the Prizes and is in no way responsible for administering the Contest or selecting winners.

3. HOW TO ENTER

NO PURCHASE ENTRY

Internet access and a valid email address are required for entry and participation in the Contest (the “**Entry**”).

To enter the Contest:

- Locate one of the Contest announcements and go to the URL indicated on a smart device with internet access. The announcements can be found:
 - on the Rachelle Béry Facebook page @epicerierachellebery and on the Rachelle Béry Instagram @rachellebery starting on November 9, 2023;
 - on the Rachelle’s newsletter on the November 9, 2023; or
 - on the Rachelle Béry online flyer from November 16 to November 22, 2023;
- Follow the instructions on the screen to complete the official Entry Form (the “**Entry Form**”) and click the JE PARTICIPE button to submit your Contest Entry.

To be valid, your Entry must comply with all the required criteria of the Rules, be submitted using the official Contest Entry Form only available online and be received during the Entry Period included in the Contest Period. The Organizer will not receive or accept submissions by any other means. The Contest Organizer will not, under any circumstances, be responsible for late submissions, including delays caused by technical issues with the website. By participating in this Entry, you will be deemed to have read and accepted these Contest Rules and you agree to abide by these Entry requirements of these Contest Rules.

This Contest is in no way associated with or administered or sponsored by Jotform. You understand that you are providing your personal information to Sobeys and not to Jotform. The personal information you provide will be used by the Contest Organizers and Sobeys' authorized third-party vendors for the purposes of administering this Contest and the Website, all in accordance with the privacy policies of the Sponsor, Sobeys and third-party providers, if any, subject to the uses you have authorized in connection with your Entry. Jotform is completely released from all responsibility by each participant in this Contest. Any questions, comments, or complaints in connection with this Contest should be directed to Sobeys and not to Jotform.

Limit of one (1) valid email address per Entrant. Limit of one (1) Entry per person for the Contest Period.

4. PRIZE AND APPROXIMATE RETAIL VALUE

Two (2) Prizes will be awarded for this Contest (the “**Prize**”, collectively, the “**Prizes**”).

Each Prize has an approximate retail value of one hundred and forty-four dollars and ninety-five (CAD \$ 144.95) and consists of five (5) Seta Organic smoothie blends and one (1) Rachelle Béry gift card valued at fifty dollars (CAD \$50).

Gift cards are valid at participating stores in Canada only (Sobeys, Safeway, IGA, IGA Extra, Garden Market IGA, Foodland, Price Chopper (Ontario), FreshCo, Chalo! Freshco, Thrifty Foods, Lawtons Drugs, Les Marchés Tradition, Marché Bonichoix, Rachelle Béry Needs and Fast Fuel). Gift cards can be used for all in-store purchases except other corporate gift cards, Safeway fuel or as prohibited by law.

Gift cards have no expiry, and no fees will apply. You can check the card balance in store or by calling 1-800-832-0717. Protect the cards like cash. The value remaining on the card cannot be replaced if the card is lost, stolen, damaged or used without consent. Gift cards are not redeemable for cash except in Québec where provincial laws state that when the balance on a card is less than \$5, the customer must be refunded in cash if they so request.

If a customer returns an item purchased with a gift card, the value of the purchase will be refunded to the customer’s gift card unless the amount is less than \$5, in which case the customer is refunded in cash. In this case, the customer will receive a cash refund.

The Prizes will be sent to the winners by mail using the information provided by the winner in their Release Form.

The approximate total value of all Prizes awarded for this Contest is two hundred and eighty-nine dollars and ninety (CAD \$ 289.90).

NOTES REGARDING PRIZES

GENERALITIES. The Prizes may not be identical to the photos or images used in the advertising and promotional material of the Contest, including print advertisements, websites and, electronic banner advertisement. Each Prize must be accepted as awarded and may not be transferred, assigned or exchanged for cash (unless expressly authorized by the Contest Organizer at its sole discretion). No substitution will be permitted, except at the discretion of the Contest Organizer. The Contest Organizer reserves the right, at its sole discretion, to substitute the Prize, or any portion thereof, with another prize of equal or greater value, including, at the sole discretion of the Contest Organizer, a cash award. Any difference between approximate retail value and the actual value of the Prizes as taken will not be awarded.

5. WINNER SELECTION

There will be one (1) Draw (the “**Draw**”) on Thursday, November 30, 2023, at 11:00am Eastern Time (ET) by the Contest Organizer, in the Sobeys office located at 11281, boulevard Albert-Hudon, Montréal-Nord, Québec, H1G 3J5. Two (2) winners will be selected from all Entries collected or sent and received during the Contest Period, in accordance with these Rules (the “**Selected Entrant**”).

Limit of one (1) Prize per Entrant, per household, during the Contest Period.

CONTACTING SELECTED ENTRANTS

The Contest Organizer or a designated representative will make at least two (2) attempts to contact the Selected Entrant for the Secondary Prizes and the Grand Prize by email using the contact information provided in their Release Form.

Each Entrant is responsible for ensuring that their information is up to date. The Contest Organizer cannot be held liable for invalid or inaccurate given information.

Each Selected Entrant will have forty-eight (48) hours, following the first communication, to contact the Contest Organizer or its designated representative, under penalty of nullity. Once reached by email, the Selected Entrant will receive a Release Form (the “**Release Form**”) at the email address provided in their Entry Form. The response time will be counted exclusively from the clock of Contest Organizer.

BEFORE BEING CONFIRMED AS A PRIZE WINNER, each Selected Entrant must:

- correctly answer, unaided, a mathematical skill-testing question;
- sign and return, within twenty-four (24) hours of receiving notice, the Affiliated Parties’ declaration, and release form (the “**Release Form**”) in which (among other things) the Selected Entrant confirms compliance with these Rules, and acknowledges acceptance of the Prize as awarded;
- consent to the publication, reproduction or other use of the Entrants name, address, voice, image, statements in connection with the Contest, as well as any photograph, video, recording and/or filming, or on its behalf, for the purpose of advertising or other promotional or commercial use by or on behalf of the Contest Organizer, in any existing or future medium, including print, radio, television and the Internet, without further notice, additional remuneration, or the right to control its share for the purposes of this Contest;
- provide photo ID upon request.

If it is not possible to contact the Selected Entrant in the manner described in the "CONTACTING SELECTED ENTRANTS" section, and if the Selected Entrant: a) incorrectly answers the skill-testing question, b) fails to return the duly

completed Release Form within the prescribed period, c) fails to accept (or refuses to accept) the Prize as awarded for any reason, and/or d) is determined to have violated these Rules (as determined by the Contest Organizer at their absolute discretion), they will be disqualified (and will forfeit the Prize) and the Contest Organizer reserves the right, at their sole discretion and if time permits, to randomly select another Eligible Entrant from the remaining Eligible Entries received (in which case the provisions of this paragraph shall apply to the new Selected Entrant). Limit of one (1) Prize per Entrant per household, during the Contest Period.

ODDS OF WINING

The odds of winning depend on the number of Eligible Entries received at the time of each draw, per store, during the Contest Period, in accordance with these Rules.

6. TERMS AND CONDITIONS

All Entries become the property of the Contest Organizer.

The Contest is subject to all applicable federal, provincial and municipal laws and regulations. The Contest is governed by the laws of Québec and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law.

The decisions of the Contest Organizer are final and binding in all matters related to this Contest, including any decision on the validity or disqualification of Entries or Entrants. By entering this Contest, you agree to be legally bound by the terms and conditions of these Rules. By entering the Contest, you agree that the courts of Québec, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of this Contest's Rules or the running of this Contest. ANYONE FOUND TO HAVE VIOLATED THESE RULES FOR ANY REASON MAY BE SUBJECT TO DISQUALIFICATION AT THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST ORGANIZER AT ANY TIME.

Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest (at the sole discretion of the Contest Organizer) is a violation of criminal and civil laws. Should such an attempt be made, the Contest Organizer reserve the right to seek remedies and damages to the fullest extent permitted by law. The Contest Organizer reserve the right to cancel, modify or suspend this Contest, or to amend these Rules in any way, in the event of any accident, printing error, administrative error or other error of any kind, or for any other reason, without prior notice or obligation. Without limiting the generality of the foregoing, the Contest Organizer reserve the right, in his sole discretion, to administer another proficiency test, as they deem appropriate based on the circumstances and/or to comply with applicable law.

The Contest Organizer reserve the right, at its sole and absolute discretion, to change, without notice, the Contest deadline or any of the dates set out in these Rules, to the extent necessary, for purposes of verifying the compliance of any Entrant or Entry in accordance with these Rules, or due to technical problems or under any circumstances that, in the view of the Contest Organizer and at his sole discretion, may hinder the proper administration of the Contest in accordance with these Rules, or for any other reason.

By entering this Contest, each Entrant consents to the Contest Organizer, its agents and/or representatives, storing, sharing and using the personal information submitted with their Entry for the sole purpose of administering the Contest and awarding the Prize, including, but not limited to, contacting the Entrant about the Contest and their Entry using the information provided in their Entry Form. You may also receive additional communications from the Contest Organizer, Sobeys and/or third-party partners (if applicable) about their products, services, upcoming contests and promotional offers if you consent to receive such communications on the Contest website. You may, at any time during or after the Contest, withdraw your consent to receive additional communications by following the unsubscribe instructions included in these communications.

Please visit <https://corporate.sobeys.com/privacy-policy> for details about the Contest Organizer's privacy policy regarding the use of personal information.

These Contest Rules can be found at <https://www.rachellebery.ca/en/contests/>. The names of the Contest winners will

be available at <https://www.rachellebery.ca/en/contests/> within sixty (60) days following the Draw date (Thursday November 30, 2023) for a minimum period of ten (10) days.

In the event of a discrepancy or inconsistency between the terms and conditions of the French version of these Rules and any disclosures or other statements contained in any Contest-related materials, including the Entry Form, the website, the English version of these Rules and/or print or online advertising at the point of sale, the terms and conditions of the French version of these Rules will prevail to the fullest extent permitted by law.

This Contest is not managed or sponsored by [rachellebery.ca](https://www.rachellebery.ca). Any questions, comments, or complaints regarding the Contest should be directed to the Contest Organizer and not to [rachellebery.ca](https://www.rachellebery.ca) and its affiliates, directors, officers, agents, and employees are not responsible for any claims arising from or related to the Contest Organizer.

By participating in the Contest, and as a condition of acceptance of a Prize, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Contest Organizer, Presenting Sponsors and the Prize Suppliers, Scene LP^c and each of their direct and indirect parent companies, affiliates, subsidiaries, successors, assigns, agents, advisors, franchisees, shareholders, partners, representatives, their advertising, promotion and fulfillment agencies and each of their respective employees, officers, directors, agents and representatives (collectively, the “**Released Parties**”), from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees on a substantial indemnity scale, hereinafter called “Claims” and including without limitation any claims arising from any act of negligence of the Released Parties, that you now have, or may hereafter have against the Released Parties directly or indirectly resulting or arising from: (i) participation in the Contest, your Entry and/or the awarding, acceptance, possession, use, or misuse or enjoyment of any Prize, and where applicable, traveling to, preparing for, or participating in, any Contest-related or Prize-related event or activity; or (ii) the publicity rights granted to the Contest Organizer. You specifically acknowledge that you understand that there may be serious risks of bodily injury, death, or property damage associated with the acceptance, possession, use and/or misuse of the Prize and attendance at any event or participation in certain Prize-related activities, and you voluntarily assume these risks. You also agree to indemnify, defend, and hold harmless the Released Parties from any and all Claims in respect of the foregoing.

By participating in this Contest, all Entrants agree to abide by the terms and conditions of use, contracts, other policies and/or guidelines governing the [rachellebery.ca](https://www.rachellebery.ca) platform, and release the Contest Organizers and any company, corporation, trust, or other legal entity controlled by or affiliated with them, their advertising and promotional agencies, and their employees, agents, and representatives from any liability for damages they may incur as a result of using this platform.