



## CONTEST

### “Keep it rolling with BIXI and Rachelle Béry”

#### Contest Rules

The Contest « **Keep it rolling with BIXI et Rachelle Béry** » (the « **Contest** ») is held on the Rachelle Béry Facebook page @epiceriesrachellebéry and is organized by Sobeys Capital Inc. (the « **Contest Organizer** »).

The Contest is held from Thursday, September 28, 2023, at 9:00 am Eastern Time (ET), until Tuesday, October 3, 2023, at noon (ET) (the « **Contest Period** »).

#### 1. ELIGIBILITY :

The Contest is open to all legal residents of Quebec who have reached the age of majority in their province or territory.

EXCLUSIONS: Employees, representatives and/or agents of the Contest Organizer, their parent companies, affiliates of Rachelle Béry Stores, non-participating affiliated grocers and any other entity involved in the development, production, implementation, administration, or execution of the Contest (collectively, the “**Affiliated Parties**”), 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 clarity, an Eligible Entrant who is not an Excluded Entrant is hereinafter referred to as an “**Entrant**.”

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

#### 2. HOW TO ENTER:

NO PURCHASE NECESSARY

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

To enter the Contest, go to the Rachelle Béry Facebook page @epiceriesrachellebéry during the Contest Period, between Thursday September 28, 2023, at 9:00 am (ET) and Tuesday October 3, 2023, at noon (ET), and follow the instructions of the post mentioning the Contest to access the official Entry form online.

- First, you must first register and complete the official Entry form by completing all the required fields (a valid email address, your first and last name and postal code) after choosing the desired language of communication (French or English)
- Confirm that you have read the terms and conditions of these Rules and have agreed to be legally bound by submitting your Entry;
- Indicate that you accept Rachelle Béry’s Terms of Use and Privacy Policy;
- Indicate whether you wish to subscribe to the Rachelle Béry newsletter.
- Click on the “Send” button.

By clicking “Send”, you agree to receive email messages from Sobeys Capital Inc., its affiliates, trademarks and marketing partners. You understand that you may withdraw your consent at any time. You can contact us at [privacy@sobeys.com](mailto:privacy@sobeys.com) or 115 King Street, Stellarton, Nova Scotia, B0K 1S0. You also agree to Facebook’s data and privacy policy. (an “**Entry**”)

To be valid, your Entry must meet all the requirements specified in these Rules. Under no circumstances will the Contest Organizer accept liability for late Entries, including delays caused by website-related technical difficulties.

This Contest is in no way associated with or administered or sponsored by Facebook. You understand that you are providing your personal information to Sobeys and not to Facebook. 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. Facebook 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 Facebook.

Limit of one (1) Entry per person for the entire duration of the Contest.

### **3. PRIZE AND APPROXIMATE RETAIL VALUE:**

Ten (10) Prizes are available to be won through the Contest (each a “**Prize**” and collectively the “**Prizes**”).

Each Prize has an approximate retail value of forty dollars (CAD \$ 40) and consists of two (2) BIXI monthly memberships with an approximate retail value of twenty dollars (CAD \$ 20).

Prizes will be sent to the winners by the Contest Organizer.

Two (2) registration codes will be sent to the winner to activate their BIXI memberships. One (1) code allows the Selected Entrant to get a BIXI monthly membership and one (1) other registration code allows a person of the Selected Entrant's choice to get their own BIXI monthly membership. A credit card is required when activating the membership. The membership can be activated at any time during the summer. BIXI bikes are in circulation until 15 November 2023. The Contest Organizer and the Prize Supplier cannot be held responsible in the event of late activation of the BIXI monthly membership by the winner and the person of their choice, no compensation may be claimed if the membership cannot be used in its entirety. If both monthly memberships are not activated prior to November 15, 2023, they will be void and no financial compensation may be claimed from the Contest Organizer or Prize Supplier. The BIXI monthly membership is valid for a period of thirty (30) days and allows you to make as many trips with a regular bike as you want, free of charge for the first forty-five (45) minutes. An additional fee of eleven cents (\$0.11 CAD) per minute then applies. Additional charges for an electric bike cost thirteen cents (\$0.13 CAD) per minute from the first minute of use. The additional fees are charged to the registered credit card for each BIXI member account every twentieth (20th) day of the month. The subscription is continuous, if it is not cancelled forty-eight (48) hours before the end of thirty (30) days, it is automatically renewed for the following month, up to twenty dollars (20 \$ CAD) before taxes.

For more information on the subscription, visit <https://bixi.com/en/monthlysubscriptions>. Additional fees, renewal of the monthly subscription and other charges are the sole responsibility of the winner.

The approximate total value of all Prizes awarded in this Contest is four hundred and fifty dollars (CAD \$ 400).

#### 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 his sole discretion). No substitution will be permitted, except at the discretion of the Contest Organizer. The Contest Organizer reserve the right, at his 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.

#### **4. WINNER SELECTION**

There will be one (1) Draw (the "**Draw**"), held on Tuesday October 3, 2023, at the Contest Organizer's offices located at 11281 Albert-Hudon Boulevard, Montréal-Nord, QC H1G 3J5, at approximately **2 p.m. ET**. A grand total of Ten (10) Entrants will be selected electronically and

randomly from all Entries collected or sent and received during the Contest Period, in accordance with these Rules.

Limit of one (1) Prize per Participant per household.

#### 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.

#### CONTACTING SELECTED ENTRANTS

An Affiliated Party or a designated representative will make at least two (2) attempts to contact the Selected Entrant by email (using the information provided on the entry form) within fifteen (15) days following the Draw Date (Tuesday October 3, 2023). If, after forty-eight (48) hours following the first communication, it has not been possible to contact the Selected Entrant, or if the notice sent to the Selected Entrant is returned as undeliverable, the Entrant in question will, at the sole discretion of the Contest Organizer, be disqualified (and will forfeit all rights to the prize in question). In such cases, the Contest Organizer reserve the right, at their sole discretion and if time permits, to randomly select another eligible entrant from the remaining Eligible Entries (in which case the provisions of this section shall apply to the new selected entrant).

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 Contest Organizer's 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;
- provide photo ID upon request.

If it is not possible to contact the selected Participant in the manner described in the "CONTACTING SELECTED ENTRANTS" section, 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 reserve 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.

## **5. 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 Quebec 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 Quebec, 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.

The Contest Organizer reserve the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bug, tampering, unauthorized intervention, fraud, technical failure or any other cause.

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, with the consent of the Régie, 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 his 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.

**Quebec Residents:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie 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.

By entering this Contest, each Entrant consents to the Contest Organizer, his 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. 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 the same website address within thirty (30) days following August 16, 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 <https://www.rachellebery.ca/en/>. Any questions, comments, or complaints regarding the Contest should be directed to the Contest Organizers and not to <https://www.rachellebery.ca/en/>, and its affiliates, directors, officers, agents, and employees are not responsible for any claims arising from or related to the Contest Organizers. 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 <https://www.rachellebery.ca/en/> 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.