

CONTEST RULES

SOBEYS x COMPLIMENTS TAKE HOME TASTE TEST INSTAGRAM CONTEST 2023 (the "Contest")

1. Eligibility

The Contest is open only to legal residents of all provinces of Canada excluding Québec (the "Participating Provinces") who have reached the age of majority in their province of residence on the date that they entered the Contest. Void where prohibited by law. Employees, directors, officers, representatives, agents of Sobeys Capital Incorporated (the "Administrator" and the "Sponsor"), and each of their respective parent companies, affiliates, franchisees, subsidiaries, distributors, representatives, advertising and promotional agencies, agents, sponsors, and any entity that they contract with specific to the Contest, as well as the immediate family members (spouse, parent, child, sibling), and any persons domiciled with any of the above (whether related or not), are not eligible to win a Prize.

2. Contest Period

The Contest runs from 12:00am Eastern Time ("ET") on February 22, 2023 and ends 11:59pm ET on February 27, 2023 (the "Contest Period").

3. How to Enter without Purchase

NO PURCHASE IS NECESSARY. To enter the Contest, you must have a valid and public Instagram account and be contactable by direct message on your Instagram account. To participate, you must have internet access and take the following steps:

- a) Follow both Compliments Instagram Page and @andyeastcoastkitchen_
- b) Like the Contest post on both the Compliments Instagram Page and @andyeastcoastkitchen_ Instagram Page
- c) Comment under the Contest post and tag one (1) of your friends and share a compliment with them
- d) Once the above steps are completed, you have earned an entry (an "Entry(ies)")

Earn one (1) Entry into the Contest per valid comment submitted during the Contest Period. Unlimited Contest Entries, per Instagram account, during the Contest Period. To be eligible, each Entry must be submitted and received within the Contest Period and must comply with these Rules. You may need to have cookies enabled on your browser and will be required to log on to your social media accounts to access some of the Contest Entry mechanisms.

Visit our Instagram page or this website: [for full Contest Rules.](#)

4. Additional Entry Requirements

You are responsible for successful uploading/transmitting and completion of your Entry.

In addition, your Entry must not:

- a) contain defamatory words/statements (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group);
- b) threaten any person, place, business, or group;
- c) disparage persons or organizations associated with the Contest Parties;
- d) invade privacy or other rights of any person, firm, or entity;
- e) contain material that is in any way unlawful, in violation of or contrary to all applicable federal, provincial or municipal laws and regulations where the submission is created;
- f) contain material that is inappropriate, indecent (including but not limited to nudity or pornography), profane, obscene, hateful, tortuous, slanderous or libelous; and
- g) refer to any person or organization without their prior express written permission.

By submitting an Entry, you expressly agree to the publication, reproduction and/or other use of your Entry, including your name, social media username, as the case may be, and any statements about the Contest without further notice or additional compensation, on Sobey's Influencers' Instagram pages in any publicity, advertisement or other promotional or commercial use carried out by or on behalf of the Contest Sponsor in any media, current or existing, including print, broadcast or the internet. In addition, by submitting your Entry, you hereby grant an exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sublicensable and transferable right and license to the Contest Sponsor to use the Entry at their entire discretion, with respect to the Contest, including without limitation the right to edit or modify an Entry for commercial or promotional purposes without any compensation whatsoever owed to you. You also waive all moral rights in or to the Entry to the extent required for the license granted hereunder.

Entries generated by script, macro, robotic, programming or any other automated means are prohibited and will be disqualified. The Contest Sponsor shall not be responsible for entries which are late, lost, damaged, misdirected, mutilated, garbled, illegible, delayed or incomplete.

The Contest Sponsor reserves the right in their sole discretion to disqualify Entries where they are deemed to be in breach of the Rules. You also agree to release, indemnify, discharge and hold harmless the Contest Sponsor, their respective parent, subsidiary and affiliated companies, and their respective officers, directors, employees, agents and representatives from any claim or liability arising from or related to the Entry, participation in this Contest, and/or acceptance and or use of any prize awarded.

5. Prize Description

There is one (1) prize to be won throughout the Contest Period. The prize consists of one (1) Sobey's gift card (a "Prize"). The approximate retail value of the Prize is \$100.00 (CAD).

Prize Conditions:

In addition to any conditions already stated in these Contest Rules, the following conditions apply to the Prize:

- The Prize may differ from the photographic material, visual images used in advertising and promotional materials for the Contest, in particular print advertisements, website, and electronic ad banner.
- The Prize must be accepted on an “AS IS” basis, WITHOUT WARRANTY OF ANY KIND, either express or implied.
- The Prize has no equivalent cash value, is non-transferable and no substitutions will be made (unless expressly authorized by the Contest Administrator in its sole discretion). The Administrator, in its sole discretion, reserves the right to substitute the Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of a Prize, such as any fee associated with the receipt and/or use of the Prize.
- Any difference between the approximate retail value and the actual value of the Prize as taken will not be awarded.
- You, or a parent/guardian in the case of a minor, must sign the Sponsor’s Release form (as defined hereunder) in order to receive and participate in a Prize.
- Sobeys gift cards have no expiration date and there are no inactivity fees or other fees associated with them. You can check your card balance in-store or by calling 1-800-832-0717. Protect gift cards as if they were cash. A gift card's balance cannot be replaced if it is lost, stolen, damaged or used without your consent. If a customer returns an item purchased using a gift card, the amount of the purchase will be returned to the customer's gift card, unless the amount is less than \$5. In this case, the customer will receive a cash refund. Sobeys Inc. gift cards are subject to the terms and conditions of use as described on the website <https://www.sobeys.com/en/gift-cards-every-occasion/>
- All terms and conditions of any gift card apply to that portion of the Prize. Gift Card increments will be allocated at the Sponsor’s discretion.

6. Odds

The odds of winning a Prize depends on the eligible Entries received during the Contest Period.

7. Draw Details

Random draws will occur in Ontario from all eligible Entries received during the Contest Period (the “Draw”). The Draw will occur on February 28, 2023. You do not need to be in attendance to be selected. You are only eligible to win a Prize once.

8. Winner Contact Details

If you are chosen to be eligible to win a Prize, you will be contacted within fourteen (14) business days of the Draw by telephone number or email address or Instagram direct message using the contact information that was submitted in the Entry. If you have not provided a telephone number or email address or Instagram account, you are not eligible to win the Prize. In order to be declared a winner, you will be directed to complete a Release which will be sent through email. You must then correctly answer without assistance a mathematical skill-testing question and sign a Release. The Release must be

signed and returned within ten (10) days. Upon verification of the completion and correctness of the answer to the skill-testing question, and execution of the Release, you may be declared a winner. In case of a dispute concerning the identity of the individual who submitted an online Entry via Instagram, the entrant will be deemed to be the account holder of the Instagram account under which the Entry was submitted.

9. Forfeit of Prize

If you cannot be reached within seven (7) days of our first attempt to contact you, do not answer the skill-testing question correctly, or otherwise fail to comply with these Contest Rules, then the Prize will be forfeited and another Entry will be randomly selected from among the remaining eligible Entries as per these Contest Rules. This process of selecting a Prize winner will be repeated until all Prizes eligible to be won have been awarded.

10. Use of Personal Information

By entering the Contest and voluntarily providing your personal information as described in these Contest Rules, you agree to the collection, use and disclosure by the Administrator, and its respective employees and/or authorized agents, of your personal information, for the purpose of administering the Contest, including—but not limited to—contacting you with respect to the Contest if you are a selected entrant. Personally-identifiable information will only be used to administer the Contest and for no other purpose, except as specifically outlined in these Contest Rules. Personally-identifiable information will not be sold, shared or disclosed by the Administrator to any third party, other than to a third party engaged by the Administrator for the purpose of administering the Contest, or if required by law with the exception that aggregated information may be used by or shared amongst the Administrator and its subsidiaries and affiliates, or shared by the Administrator with third parties in accordance with our Privacy Commitment available at <https://www.sobeys.com/en/privacy-policy>.

11. Publicity Consent

By entering the Contest, you agree that if you are determined to be a winner, the Administrator and the Sponsor may use your name, comments, voice, likeness, municipality of residence and picture in any advertising, promotion or publicity carried out now or in the future, in any media without compensation or notice. You grant to the Administrator and the Sponsor any and all rights to such use. You agree to cooperate with the Administrator and the Sponsor in arranging for photographs or other forms of publicity and to be available for photographs or other forms of publicity on reasonable notice.

12. Limitation of Liability / Release

By entering the Contest, and as a condition of acceptance of the Prize, you, your heirs, executors, administrators, legal person representatives, successors and assigns, agree, among other things, to hereby irrevocably and unconditionally release and forever discharge and hold harmless, Sobeys Capital Incorporated, and each of their respective 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, injuries, property damage or death, demands,

liabilities, suits, obligations, duties, acts, omissions, misfeasance, malfeasance, losses, expenses, costs, rights of indemnity, and all other claims and rights whatsoever, 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 gross 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, 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 Sponsor and the Administrator. 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.

13. Compliance with Rules

By entering the Contest, you agree to abide by the entire Contest Rules and the terms and conditions under which the Prizes are awarded. Any decision made by the Sponsor and/or the Administrator in respect of this Contest shall be final.

14. Technical Issues

The Sponsor and Administrator are not responsible for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry), nor for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of entries in the Contest, nor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries; and, are not responsible for any problems, failures or technical malfunction of any telephone or network lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing; and are not responsible for any injury or damage to entrants or to any computer-related injury or damage resulting from participating in downloading materials in this Contest.

In the event that, due to a printing, manufacturing, mechanical or other error of any kind or nature whatsoever, more Prizes are claimed than are intended to be awarded according to these Contest Rules, Prizes will stop being awarded when the Administrator becomes aware of an error respecting the number of Prizes and the Administrator reserves the right, in their sole and absolute discretion, to conduct a random draw from amongst all eligible and approved Prize claimants whose claims have not yet been redeemed to award the remaining number of advertised Prizes. In no event will the Sponsor or Administrator be liable for more than the stated number of Prizes contained in these Contest Rules.

15. Rights to Terminate/Modify/Suspend Contest

The Administrator retains the right, in their absolute discretion, to suspend, modify or terminate any aspect of the Contest (including, but not limited to these Contest Rules) at any time. The Administrator

may make substitutions of equivalent kind or value in the event of the unavailability of a Prize (or component thereof) for any reason whatsoever. The Administrator may terminate or withdraw this Contest at any time by posting a notice on our website. If the Contest is terminated on any day prior to the normal Contest end date (the "Termination Date"), the Administrator and Sponsor may determine the winners from all eligible entries received as of 11:59pm on the Termination Date (which winners shall be randomly selected in accordance with these Contest Rules).

16. General Disqualification

Any attempt made by an entrant or other individual or entity, to deliberately damage, manipulate or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of the law. The Administrator and Sponsor reserve the right to seek remedies and damages from any such individual or entity which makes any such attempt. Any entrant who, in the opinion of the Administrator, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest.

17. Role of Parties

Sobeys Capital Incorporated is the Sponsor and the Administrator of this Contest. The Contest is presented in collaboration with Sobeys Influencer: @andyeastcoastkitchen_.

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram®. You understand that you are providing your information to the Sponsor and Administrators and not to Instagram®. Instagram® is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding this Contest must be directed to the Administrators and not to Instagram®.

18. Trademarks

All other Trademarks are the property of their respective owners. By entering the Contest, you are not granted and may not use any Trademarks described herein.

19. Jurisdiction

The Contest is governed by the laws of Ontario 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. Participation constitutes your full and unconditional agreement to these Contest Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Contest. By entering the Contest, you agree that the courts of Ontario, 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.