

## CONTEST RULES

### COMPLIMENTS SPARKLING WATER CONTEST 2023 (the "Contest")

#### 1. Eligibility

The Contest is open only to legal residents across all provinces of Canada excluding Québec (the "Participating Province(s)") 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, 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 June 8, 2023 and ends on August 9, 2023 (the "Contest Period").

#### 3. How to Enter without Purchase

NO PURCHASE IS NECESSARY. To enter the Contest without a purchase, visit a Sobeys, Sobeys Urban Fresh, Safeway, Sobeys Liquor in Saskatchewan, Thrifty Foods, Foodland and Co-op Atlantic, Ontario Foodland, IGA, FreshCo, Chalo! FreshCo, or a Lawtons Drugs store location (each a "Participating Store(s)") in your Participating Province and present your Scene+ card to the cashier or to the customer service desk and request a no purchase entry. The cashier or customer service representative will swipe the no purchase entry UPC and you will gain one (1) entry into the Contest (a "No Purchase Entry"). By participating in this Contest, you accept and agree to abide by the Entry requirements of these Contest Rules.

Limit of one (1) No Purchase Entry per customer, during the Contest Period. No Purchase Entries will bear the same odds of winning as Purchase Entries.

#### 4. How to Enter with Purchase

To enter the Contest with a purchase, visit a Participating Store or by placing an order through the Voilà e-commerce platform, if you live within a Voilà service region, in your Participating Province, and purchase a participating product (each a "Participating Product") identified in Appendix A of these Contest Rules, and use your Scene+ card during checkout to gain one (1) entry into the Contest, during the Contest Period (a "Purchase Entry" and together with the No Purchase Entry, an "Entry(ies)"). Each Participating Product purchased will earn you one (1) Purchase Entry. By participating in this Contest, you accept and agree to abide by the Entry requirements of these Contest Rules.

The number of Participating Products that can be purchased to earn a Purchase Entry, will be subject to any in-store retail limits, per day, during the Contest Period.

To be eligible, the Entry must be submitted and received within the Contest Period dates and must comply with these Rules (each Participant who submits an eligible Entry, an "Entrant").

## 5. Grand Prize Description

There is one (1) grand prize to be won throughout the entire Contest Period. The grand prize consists of 500,000 Scene+ points (the “Grand Prize”). The approximate retail value of the Grand Prize is \$5,000.00 (CAD).

## 6. Secondary Prize Description

There are twenty-five (25) secondary prizes to be won throughout the entire Contest Period, allocated between each region/banner in accordance with the table below. Each secondary prize consists of 50,000 Scene+ points (each a “Secondary Prize and together with the “Grand Prize,” the Prizes). The approximate retail value of each Secondary Prize is \$500.00 (CAD).

| <b>Region/Banner</b> | <b>Secondary Prize Allocation</b> |
|----------------------|-----------------------------------|
| Sobeys Atlantic      | 2                                 |
| Community Atlantic   | 2                                 |
| Lawtons Drugs        | 2                                 |
| Sobeys Ontario/Urban | 2                                 |
| Foodland Ontario     | 3                                 |
| Safeway              | 3                                 |
| Sobeys West          | 2                                 |
| IGA West             | 1                                 |
| Thrifty Foods        | 1                                 |
| FreshCo Ontario      | 2                                 |
| FreshCo West         | 1                                 |
| Voilà CFC1 Ontario   | 1                                 |
| Voilà CFC3 West      | 1                                 |
| Voilà ISF Locations  | 1                                 |
| Sobeys Liquor SK     | 1                                 |

The following conditions apply to the Prizes:

- The Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Prizes must be accepted as awarded. The Sponsor reserves the right to substitute any 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 the Prize, such as any fee associated with the receipt and/or use of the Prize.
- You must sign the Sponsor’s release form (the “Release”) in order to receive and participate in the Prize.
- Scene+ account number associated with your registered Scene+ account as well as your name and e-mail address associated with your account may be required.
- Standard Scene+ Terms and Conditions apply to that portion of the Prize.

- Any difference between approximate retail value and the actual value of the Prizes as taken will not be awarded.

## **7. Odds**

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

## **8. Draw Details**

Random draws will be conducted by a representative of the Sponsor located in Stellarton Nova Scotia, Canada, from all eligible Entries received during the Contest Period (the “Draw”). The Draws will occur on August 21, 2023. You do not need to be in attendance to be selected. You are only eligible to win a Prize once.

## **9. 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 at the telephone number, email address or using the contact information that is available via your Scene+ member profile. If you have not registered a telephone number or email address, you are not eligible to win the Prize. By participating in this Contest, you consent to the Sponsor or a representative of the Sponsor using your Scene+ number to identify and contact you should you be selected as the potential winner. In order to be declared a winner, you must correctly answer without assistance a mathematical skill testing question and sign a Release form (the “Release”). 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 Entry, the Entrant will be deemed to be the account holder of the email address under which the Entry was submitted.

## **10. 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.

## **11. 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>.

## **12. 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, your contest Entry and photo submission and picture in any advertising, promotion or publicity carried out now or in the future, in any media without compensation or notice, and 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.

## **13. Limitation of Liability / Release**

By participating in the Contest, and as a condition of acceptance of the Prize, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Sponsor and the Administrator, and 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 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.

## **14. 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.

## **15. Technical Issues**

The Sponsor and Administrator are not responsible for any computer, online, telephone, hardware, software or technical limitations or malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry, or failure to receive 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 or receipt of Entry, 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.

#### **16. Rights to Terminate/Modify/Suspend Contest**

The Administrator and Sponsor retain 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 and Sponsor 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 and Sponsor 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 12:00 p.m. EST on the Termination Date (which winners shall be randomly selected in accordance with these Contest Rules).

#### **17. 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 Administrators 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 Administrators, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest

#### **18. Role of Parties**

Sobeys Capital Incorporated is the Sponsor and the Administrator of this Contest.

#### **19. Trademarks**

All other Trademarks are the property of their respective owners.

#### **20. 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.

### Appendix A

| <b>Article Number</b> | <b>Fresh Participating Product Name</b> | <b>Size</b> |
|-----------------------|---|-------------|
| 900743                | Comp Spklg Water Blackberry             | 12X355ML    |
| 900735                | Comp Sparkling Water Cherry             | 12X355ML    |
| 686585                | Comp Spkng Wtr Pink Grapefruit          | 12X355ML    |
| 501579                | Comp Spkng Wtr Lemon Lime               | 12X355ML    |
| 900773                | Comp Sparkling Water Lime               | 12X355ML    |
| 956032                | Comp Sparklig Water Mand Orange         | 12X355ML    |
| 628676                | Comp Water Sparkling Original           | 12X355ML    |
| 502531                | Comp Sparkling Water Original           | 12X355ML    |
| 900725                | Comp Spklg Water Pineapple              | 12X355ML    |