



## CONTEST

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

#### Contest Rules

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

The Contest is held from Thursday, June 27, 2024, at 9:00 am Eastern Time (ET), until Tuesday, July 2, 2024, at 11:59 pm (ET) (the « **Contest Period** »).

#### 1. ELIGIBILITY

TO BE ELIGIBLE TO ENTER THE CONTEST, you must:

- be a resident of Québec; and
- have reached the age of majority in your province of residence at the time of Contest Entry;
- have a valid and active Facebook account.

(an “**Eligible Entrant**”).

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.

To enter the Contest, go to the Rachelle Béry Facebook page @epicierachellebery during the Contest Period, between Thursday June 27, 2024, at 9 am (ET) and Tuesday July 2, 2024, at 11:59 pm (ET) then follow the instructions on the screen of the post mentioning this Contest to access the official Contest Entry form online.

- You must first register and complete the official Participation form by completing all the mandatory fields (a valid email address, your first and last name and your postal code) after choosing the desired language of communication (French or English), (the **“Participating Form”**);
- Confirm that you have read and agree to be legally bound by these Rules by submitting your Entry;
- Acknowledge your acceptance of Rachelle Béry Use and Privacy Policy;
- Indicate if you wish to subscribe to the Rachelle Béry newsletter. Registration for the Rachelle Béry newsletter is not a condition of participation in the Contest;
- Click **“Participate”**.  
By clicking Submit, you agree to receive messages from Sobeys Capital Inc., its affiliates, and/or business brands and marketing partners. You understand that you can withdraw your consent at any time. Contact us at [privacy@sobeys.com](mailto:privacy@sobeys.com) or 115 King Street, Stellarton, Nova Scotia, B0K 1S0. You also agree to the Facebook data and privacy policy (an **“Entry”**).

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

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 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.

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

## 3. PRIZE AND APPROXIMATE RETAIL VALUE

Five (5) Prizes are available to be won through the Contest (each a **“Prize”** and collectively the **“Prizes”**).

Each Prize has an approximate retail value of ninety-four dollars (CAD \$94) and consists of two (2) BIXI monthly memberships with an approximate unit retail value of twenty-two dollars (CAD \$22) offered with a Rachelle Béry gift card valued at fifty dollars (CAD \$50).

Gift cards 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 monthly membership can be activated at any time until December 31, 2024. 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 seventeen cents (CAD \$ 0.17) per minute then applies. The additional fee for an electric bike costs seventeen cents (CAD \$ 0.17) per minute from the first minute. For more information on the subscription, visit <https://bixi.com/en/monthly-membership>. Additional fees and other charges are the responsibility of the winner. As the renewal of a monthly membership is automatic, it is the sole responsibility of the winner to cancel the membership no later than forty-eight (48) hours before the end of the monthly membership if the winner does not wish to renew it.

The Contest Organizer is in no way responsible for the hazards that may occur during the BIXI season, such as, but not limited to, bad weather conditions or any other factor beyond its control preventing the winner from fully enjoying the Prize. In such a case, no replacement Prize or cash equivalent may be claimed.

Rachelle Béry gift cards have no value until activated and 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 has prohibited by law.

Gift cards have no expiry date and are not subject to inactivity fees or other charges. You can check your card balance in store or by calling 1-800-832-0717. Protect gift cards as if they were cash. The value remaining on a card cannot be replaced if the card is lost, stolen, damaged or used without your consent. Gift cards cannot be redeemed for cash except in Quebec 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 approximate total value of all Prizes awarded in this Contest is four hundred seventy dollars (CAD \$ 470).

#### 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 Wednesday, July 3, 2024, by a representative of Clark Influence, the partner agency of the Contest Organizer, located at 4560B, Boulevard Saint-Laurent, #203, Montréal, Québec, H2T 1R3. A grand total of five (5) Entrants will be selected electronically and randomly from all Entries collected or sent and received during the Contest Period, in accordance with these Rules (each an “**Entrant**”, collectively the “**Entrants**”).

##### CONTACTING SELECTED ENTRANTS

An Affiliated Party or a designated representative will make at least two (2) attempts to contact the Selected Entrant by email and/or by phone using the information provided on the Entry Form within fifteen (15) days following the Draw Date. 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 forty-eight (48) 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.

## 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.

## **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 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 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.

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 <https://www.rachellebery.ca/en/contests/> within sixty (60) days following the Draw date, July 3, 2024, 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<sup>c</sup> 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.