



Customer satisfaction survey of Rachelle Béry supermarkets “Rayon X Q4F24”

Contest Rules

The Contest « **Rayon X Q4F24** » (the « **Contest** ») is held on the internet and in the Participating Rachelle Béry Stores (alone, a “**Participating Store**”, collectively, the “**Participating Stores**”), and is organized by Sobeys Capital Inc. (the «**Contest Organizer**»).

The Contest is held from Tuesday February 6, 2024, at 00:00 a.m. Eastern Time (ET), until Sunday May 12, 2024, at 11:59 p.m. ET (the « **Contest Period** »).

1. ELIGIBILITY :

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; and
- be enrolled in the Scene+® Reward Program* (the “**Program**”).
(an “**Eligible Entrant**”)

EXCLUSIONS: The employees, agents and/or representatives of the Contest Organizer, its affiliates, Participating 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**.”

*IF THE ENTRANT IS NOT ENROLLED IN THE PROGRAM: Entrants can enroll in the Program directly online at <https://www.sceneplus.ca/fr-ca/register> or by requesting a Scene+® application form and card at the customer service counter of a participating IGA, then completing their registration online. Enrollment in the Program is free but requires Internet access (free Internet access is available in various public places). By enrolling in the Program, you agree to be bound by the terms

and conditions of the Program, which are subject to change periodically.

The Entrant must ensure that the contact information for their Scene+® Member Account (the “**Member Account**”) is accurate at all times so that the Contest Organizer may contact the Entrant, if necessary.

For the purposes of these Rules, the Entrant is the person whose name appears on the Member Account and to whom the Prize will be awarded if they are selected and declared a winner.

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

2. HOW TO ENTER:

There are two (2) ways to enter the Contest as describe hereinafter. Each way to enter the Contest has a defined period.

2.1 NO PURCHASE ENTRY APPLICATION

No purchase necessary. Internet access and a valid Member Account are also required to enter the Contest this way.

Between Tuesday February 6, 2024 and Monday April 15, 2024: to enter the Contest without making a purchase you must write an original handwritten letter of three hundred (300) words or more **describing your shopping experience at one of our Rachelle Béry grocery stores**. Please provide your Scene+® member number and the address of your Participating Store, your first and last name, address, phone number and email address and place the letter in an envelope addressed to the offices of the Contest Organizer, located at 11281 Albert-Hudon Boulevard, Montréal-Nord, QC H1G 3J5, with the name of the contest, Attn: **Customer satisfaction survey of Rachelle Béry supermarkets** (a “**No Purchase Entry Application**”). The No Purchase Entry Application must be received by the Contest Organizer no later than April 15, 2024, at 11:59 p.m. Given the variability of the mail delivery schedule, the time of receipt for an Entry will be determined at the sole discretion of the Contest Organizer.

By submitting a No Purchase Entry Application, you will be deemed to have read and accepted these Rules and you agree to abide by these Entry requirements of these Rules.

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

2.2 PURCHASE ENTRY

Between Tuesday, February 6, 2024, and Sunday May 12, 2024: for every transaction made with the Scene+® card in a Participating Store, one (1) link to the survey will be printed on the cash receipts. To enter the Contest, go to the link by pasting it on a web browser and complete the survey during the Contest Period. You can enter online until Sunday May 12, 2024, at 11:59 p.m. (ET). By submitting a Purchase Entry, you will be deemed to have read and accepted these Rules and you agree to abide by these Purchase Entry requirements of these Rules.

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 or the mail delivery service.

No Purchase Entries, No Purchase Entry Applications and Purchase Entries are collectively referred to as “**Entries.**”

3. PRIZE AND APPROXIMATE RETAIL VALUE:

One (1) Prize is available to be won through the Contest (the “**Prize**”).

The Prize has an approximate retail value of five hundred dollars (CAD \$ 500) and consists of one (1) Rachele Béry gift card.

Gift cards have no value until activated. 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, Rachele 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.

Prize will be sent to the winner by the Contest Organizer.

The approximate total value of the Prize awarded in this Contest is five hundred dollars (CAD \$ 500).

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 May 21, 2024, by the Contest Organizer, in the Sobeys office located at 11281, boulevard Albert-Hudon, Montréal-Nord, Québec, H1G 3J5 at approximately **11:00 a.m. ET**. One (1) Entrant (the “**Selected Entrant**”) will be selected electronically and randomly from all Entries collected or sent and received during the Contest

Period, in accordance with these Rules.

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 thirty (30) days following the Draw Date (May 21, 2024). 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.

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 the same website address within sixty (60) days following May 21, 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 <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.