



CONTEST

“Subscribe to Rachelle’s newsletter”

Contest Rules

The Contest « **Subscribe to Rachelle’s newsletter** » (the « **Contest** ») is held on <https://www.rachellebery.ca/en/rachellebery-newsletter/> website and is organized by Sobeys Capital Inc. (the « **Contest Organizer** »).

The Contest is held from Friday September 15, 2023, at 12:01 am Eastern Time (ET), until Tuesday April 30, 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;
- not be subscribed to Rachelle’s newsletter before the Contest Period.

(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. A person who has already subscribed to the Rachelle Béry emails before the Contest Period is not eligible. 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

RACHELLE BÉRY EMAILS SUBSCRIPTION ENTRY

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 <https://www.rachellebery.ca/en/rachellebery-newsletter/> (the “**Website**”) on your mobile device, tablet, or computer with Internet access and follow the on-screen instructions to access the official Contest Entry form online.

- i. First, complete the official Rachelle Béry email sign-up form by filling in all the required fields (your first and last name, a valid email address and your postal code);
- ii. You must sign up to receive marketing and promotional communications from Sobeys or third-party partners by email, and agree to the Sobeys Terms and Conditions and Privacy Policy by checking the appropriate boxes;
- iii. You also have the option of clicking on the Scene+® program that most closely matches your situation;
- iv. Click “Submit”.

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 or 115 King Street, Stellarton, Nova Scotia, B0K 1S0. By signing up to the Rachelle Béry emails as described in step ii. Of these Rules and by clicking Submit, you automatically agree to participate in the “**Subscribe to Rachelle’s newsletter**” Contest as specified in these Rules (an “**Entry**”).

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 Entry Period included in 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. Subscription Entries will bear the same odds of winning as the No Subscription Entries.

NO RACHELLE BÉRY EMAILS SUBSCRIPTION ENTRY

To enter the Contest without subscribing to the Rachelle Béry emails you must write an original handwritten letter of fifty (50) words or more explaining **why you like doing your groceries at Rachelle Béry**. Please provide 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: « **Subscribe to Rachelle’s newsletter** » (a “**No Subscription Entry**”). The No Subscription Entry must be received by the Contest Organizer no later than the last day of the Contest Period, April 30, 2024. 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 Subscription Entry, 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 Subscription Entry per Member Account during the Contest Period.
To be valid, your Entry must comply with all the required criteria of the Rules. In no ways the Contest Organizer will be held responsible in case of late submission.

The No Subscription Entry and the Subscription Entry are collectively referred to as “**Entries.**”

3. PRIZE AND APPROXIMATE RETAIL VALUE

Eight (8) Prizes are available to be won through the Contest (each a “**Prize**” and collectively the “**Prizes**”). Each Prize is valued approximately at five hundred dollars (CAD \$ 500) and consists of one (1) Rachele Béry gift card.

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.

The approximate total value of all Prizes awarded in this Contest is four thousand dollars (CAD \$ 4 000).

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

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**”), each month during the Contest Period, at the Contest Organizer’s offices located at 11281 Albert-Hudon Boulevard, Montréal-Nord, QC H1G 3J5, at approximately 11:00 a.m. ET. One (1) Entrant will be selected, each month, electronically and randomly from all Entries collected or sent and received during the Contest Period for each Draw, in accordance with these Rules (each, a “**Selected Entrant**”, collectively, the “**Selected Entrants**”).

A grand total of eight (8) Entrants will be selected during the Contest Period.

The Draw dates are defined hereinafter:

Draw date	Prize
October 13, 2023	One (1) Rachelle Béry gift card of five hundred dollars (CAD \$ 500)
November 10, 2023	One (1) Rachelle Béry gift card of five hundred dollars (CAD \$ 500)
December 15, 2023	One (1) Rachelle Béry gift card of five hundred dollars (CAD \$ 500)
January 12, 2024	One (1) Rachelle Béry gift card of five hundred dollars (CAD \$ 500)
February 12, 2024	One (1) Rachelle Béry gift card of five hundred dollars (CAD \$ 500)
March 11, 2024	One (1) Rachelle Béry gift card of five hundred dollars (CAD \$ 500)
April 12, 2024	One (1) Rachelle Béry gift card of five hundred dollars (CAD \$ 500)
May 10, 2024	One (1) Rachelle Béry gift card of five hundred dollars (CAD \$ 500)

Limit of one (1) Prize per Participant per household during the Contest Period.

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 seven (7) 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 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, 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 sixty (60) days following the last Draw date, May 10, 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^c 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 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.

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