



CONTEST

"Les Marchés Tradition Newsletter Subscription 2022 Contest"

Contest Rules

The "Les Marchés Tradition Newsletter Subscription 2022 Contest (the "Contest") is organized by Sobeys Capital Inc. (the "**Contest Organizer**"). The contest starts Thursday, September 8, 2022, at 12:01 a.m. ET and ends Sunday, April 30, 2023, at 11:59 p.m. ET (the "**Contest Period**").

ELIGIBILITY

The Contest is open to all legal residents of Quebec and New Brunswick of the age of majority in their home province or territory.

EXCLUSIONS: Employees, representatives and/or agents of the Contest Organizer, their parent companies, subsidiaries or affiliates, Les Marchés Tradition stores, Prize suppliers and their advertising or promotional agencies, 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.

HOW TO ENTER

NO PURCHASE NECESSARY

Email sign-up entry:

To enter the Contest, go to <https://www.marchestradition.com/en/newsletter/> (the "**Website**") using your mobile device, tablet, or computer with Internet access and follow the on-screen instructions to locate the official Les Marchés Tradition email sign-up form online.

- i. First, complete the official Les Marchés Tradition 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 also have the option to add your date of birth and your AIR MILES card number.
- iii. You must then sign up to receive emails from Les Marchés Tradition containing news, offers, contests, promotions, events, surveys, and information about products and services offered at our stores.
- iv. Click "Subscribe". By clicking Subscribe, you agree to receive electronic messages from Sobeys Capital Incorporated, its affiliates, and/or its 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 for Les Marchés Tradition emails as described in step ii. of these Rules and by clicking Submit, you automatically agree to participate in the "Les Marchés Tradition Newsletter

Subscription 2022 Contest” as specified in the Rules. (an “**Entry**”).

Limit of one (1) valid email address per Entrant.

Entry without email opt-in:

To enter the Contest without signing up to receive Les Marchés Tradition emails, you must send an original handwritten letter and explain in two hundred (200) words or more why you like to shop at your Les Marchés Tradition store. Make sure your letter includes your first and last name, mailing address and telephone number, and place it in an envelope addressed to the office of the Contest Organizer at 11281 Albert-Hudon Boulevard, Montréal-Nord, QC H1G 3J5, with the name of the Contest, to the attention of Les Marchés Tradition Newsletter Subscription 2022 Contest (“**Entry without email opt-in**”). The **Entry without email opt-in** must be received no later than the last day of the Contest Period. Given the variability of regular mail delivery, the time of receipt of an Entry will be determined at the sole discretion of the Contest Organizer.

Limit of one (1) Entry without email opt-in per Entrant during the entire Contest Period.

Entry without email opt-in and Email sign-up entry are collectively referred to as “**Entries**.”

To be valid, your Entry must meet all the requirements specified in the Rules. Under no circumstances will the Contest Organizer accept liability for late Entries, including delays caused by website-related technical difficulties.

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 has a total retail value of two hundred fifty dollars (\$250 CAD) and consists of eight (8) bundle of Les Marchés Tradition gift cards.

The total value of the Prize offered through this Contest is two thousand dollars (\$2,000 CAD).

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

Gift cards have no value until activated. Gift cards are valid at all participating Les Marchés Tradition stores across Canada. Gift cards may be used to purchase any in-store item unless prohibited by law.

Gift cards have no expiry date and are not subject to inactivity fees or other charges. You can check your gift card balance in store or by calling 1-800-832-0717. Protect your gift cards as if they were cash. The unused balance 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 if the balance on a card is less than \$5, the customer must receive reimbursement in cash upon 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 this case, the customer will receive a cash reimbursement.

PRIZE NOTES

GENERAL. Prizes may not be exactly as shown in photos and images used in Contest publicity and promotional materials, including print advertisements, websites, and electronic banner advertising. Each Prize must be accepted (i) “AS IS” WITHOUT WARRANTIES OF ANY KIND, express or implied, and (ii) may not be modified, transferred, assigned, or exchanged for cash (unless expressly authorized by the Contest Organizer at its sole discretion). The Prize will be awarded only to the person whose full name is entered on the official Contest Entry form. No prize substitutions will

be possible except at the discretion of the Contest Organizer.

There will be eight (8) periods defined as follows:

- 1) September 8 to September 30, 2022
- 2) October 1 to October 31, 2022
- 3) November 1 to November 30, 2022
- 4) December 1 to December 31, 2022
- 5) January 1 to January 31, 2023
- 6) February 1 to February 28, 2023
- 7) March 1 to March 31, 2023
- 8) April 1 to April 30, 2023

WINNER SELECTION

The draw will take at the offices of Sobeys Capital Inc. located at 11281 Albert-Hudon, Montreal, QC H1G 3J5 at approximately **11:00 a.m. ET**, during which five (5) Entrants will be selected electronically and randomly. There will be one draw per month, here are the draw dates for the 8 periods:

- 1) Draw on October 10, 2022
- 2) Draw on November 10, 2022
- 3) Draw on December 12, 2022
- 4) Draw on January 10, 2023
- 5) Draw on February 10, 2023
- 6) Draw on March 10, 2023
- 7) Draw on April 10, 2023
- 8) Draw on May 10, 2023

ODDS OF WINNING

The odds of winning depend on the number of Les Marchés Tradition Entries received during the Contest Period in accordance with these Rules.

CONTACTING SELECTED ENTRANTS

An Affiliated Party or a designated representative will make at least one (1) attempt to contact the Selected Entrant by email (using the information provided in the Entry) within seven (7) business days of the Draw Date. If, at the end of the seven (7) business days following the Draw Date, attempts to contact the Selected Entrant have been unsuccessful, 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 reserves the right, at its sole discretion and as 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: (a) correctly answer a mathematical skill-testing question without assistance of any kind, either mechanical or otherwise, and (b) sign and return, within twenty-four (24) hours of receipt of the notice, the Affiliated Parties' declaration and release form (the "**Release Form**") whereby (among other things) the Selected Entrant (i) confirms compliance with these Rules; (ii) confirms acceptance of the Prize as awarded.

If the Selected Entrant: a) incorrectly answers the mathematical skill-testing question, b) omits to return the duly completed and signed **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 deemed to be in violation of these Rules (as determined by the Contest Organizer

at its sole discretion), the Selected Entrant will be disqualified (and will forfeit the Prize) and the Contest Organizer reserves the right, at its sole discretion and as time permits, to electronically and randomly select a new Eligible Entrant from the remaining Eligible Entries (in which case the provisions of this paragraph will apply to the new Selected Entrant).

Limit of one (1) Prize per Entrant per household.

Each winner consents to have their name, address, voice, image, statements in connection with the Contest, any Entrant's Material, and any photograph or other likeness, published, reproduced or otherwise used by or on behalf of the Contest Organizer or in the Contest Organizer's name for publicity purposes or for other promotional or commercial use by or on behalf of the Contest Organizer, in any media, future or existing, including print, radio, television and the Internet, without further notice or additional compensation.

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 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. 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 reserves the right, subject only to approval by 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 for any other cause.

Any attempt to deliberately undermine the legitimate operation of this Contest (at the Contest Organizer's sole discretion) is a violation of the Criminal Code and civil laws. If such attempt is made, the Contest Organizer reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Contest Organizer, with the consent of the Régie, reserves the right to cancel, modify, or suspend this Contest, or to amend these Rules in any way, in the event of an 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 above, the Contest Organizer reserves the right, at its sole discretion, to administer another aptitude test, as it deems appropriate based on the circumstances, and/or to comply with any applicable law.

The Contest Organizer reserves the right, at its sole and absolute discretion, to change the Contest deadline or any of the dates set out in these Rules without notice to the extent necessary, for the purposes of verifying the compliance of any Entrant or Entry in accordance with these Rules, or due to technical problems or any circumstances that, in the view of the Contest Organizer and at its sole discretion, may affect 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 authorizes the Contest Organizer, its agents and/or representatives to store, share and use the personal information submitted in the Entry exclusively for the purposes 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 Sobeys Capital Inc. and/or third-party partners (as applicable) concerning their products, services, future contests and promotional offers if you consent to receive such communications on the Contest Website. You may withdraw your consent to receive additional communications at any time during or after the Contest by following the unsubscribe instructions included in these communications.

Please visit <https://www.marchestradition.com/en/privacy-policy/> for details about the Les Marchés Tradition Privacy Policy regarding the use of personal information.

These Contest Rules are available for consultation at <https://www.marchestradition.com/contest/newslettersubscription2022>. The names of Contest winners will be posted on <https://www.marchestradition.com/contestnewslettersubscription2022> no later than thirty (30) days after the Draw Date 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 documentation, on the website, in the English version of these Rules and/or in advertising materials at the point of sale, whether in print or online, the terms and conditions of the French version of the Rules take precedence as permitted by law.