



## CONTEST

### «Marché Bonichoix X FoodHero »

#### Contest Rules

The “**Marché Bonichoix X FoodHero**” Contest (the “**Contest**” will take place on the website of Marché Bonichoix and is organized by Sobeys Capital Incorporated (the “Contest Organizer”).

The Contest begins on **Thursday, March 13<sup>th</sup>, 2025, at 00:00 a.m.** Eastern Time (“ET”) and ends on **Wednesday, April 9<sup>th</sup>, 2025, 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, New-Brunswick;
- have reached the age of majority in your province of residence at the time of Contest entry;
- Have a valid FoodHero account.

EXCLUSIONS: The employees, agents and/or representatives of the Contest Organizer, its affiliates, Participating Marché Bonichoix, 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 Marché Bonichoix (the “**PreSponsor**”), 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.**”

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

#### 2. HOW TO ENTER:

##### NO PURCHASE ENTRY

No purchase necessary. An Internet access and a FoodHero account are required to enter and participate in the Contest via a smartphone, tablet or computer (the “Entry”).

To participate in the contest, you must have a FoodHero account and complete the instruction on

marchebonichoix.com. The user (each a "User", collectively the "Users") will receive one (1) entry into the draw for the entire duration of the contest.

To be valid, your Entry must comply with all the required criteria set out in the Rules, be submitted using the official Entry form, and be received during the Contest Period. Under no circumstances will the Contest Organizer be responsible for late submissions, including delays caused by technical difficulties related to the website. No Purchase Entries and Purchase Entries are collectively referred to as ("Entries").

### **3. PRIZES:**

There are four (4) Prizes to be won in this Contest (the "Prize") with a total approximate value of one thousand and two hundred dollars (CAD \$1 200). The prizes are detailed as follows:

- Each prize consists of a one (1) hundred-dollar (\$100 CAD) Marché Bonichoix account credit and a two hundred-dollar (\$200 CAD) FoodHero credit.

#### PRIZE NOTES

GENERAL. The Prizes may not be identical to photos and images used in advertising and promotional materials for the Contest, including print advertisements, websites, and electronic banner advertising. Each Prize must be accepted (i) "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, either 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 individual whose full name appears on the Member Account associated with the Entry in question. No substitution of a Prize will be possible except at the discretion of the Contest Organizer. The Contest Organizer reserves the right, at its sole discretion, to substitute any Prize or portion thereof with another prize of equal or greater value, including, at the sole discretion of the Contest Organizer, Marché Bonichoix gift cards.

### **4. DRAW AND AWARDING OF PRIZES**

The Draws will take place at the offices of the Competition Organizer located at 11281, boulevard Albert-Hudon, Montréal-Nord in Quebec, H1G 3J5. One (1) Participant will be selected electronically and at random from all valid Entries received during the Contest Period, in accordance with these Rules (the "Selected Participant").

There will be 4 draws in this Contest (each a "**Draw** ", collectively the "**Draws** "), which will run as follows:

- Draw one (1) on March 24, 2025, at 11:00 a.m. (ET), electronically and randomly from among all valid Entries received between March 13 and March 19, 2025, at 11:59 p.m. (ET);
- Draw two (2) on March 31, 2025, at 11:00 a.m. (ET), electronically and randomly from among all valid Entries received between March 20 and March 26, 2025, at 11:59 p.m. (ET);
- Draw three (3) on April 7, 2025, at 11:00 a.m. (ET) electronically and randomly from among all valid Entries received between March 27 and April 2, 2025, at 11:59 p.m. (ET);
- Draw four (4) on April 14, 2025, at 11:00 a.m. (ET) electronically and randomly from among all valid Entries

received between April 3 and April 9, 2025, at 11:59 p.m. (ET);

Limit of one (1) Prize per Entrant, per household, for the entire Contest Period.

The \$100 Marché Bonichoix account credit will be applied to the Bonichoix store selected by the winner. This account credit has no expiration date and remains valid until the balance is fully used.

The amount of FoodHero credits, which is \$200, will be directly deposited into the winner's FoodHero account within 48 hours following the announcement of the results for each banner.

FoodHero credits do not expire and remain valid until the balance displayed on the user's profile is fully used.

#### CONTACTING SELECTED GRAND PRIZE ENTRANTS

The Contest Organizer or its designated representative will make at least two (2) attempts to contact the Selected Participant by telephone and/or email using the contact information indicated in their Entry within seven (7) days of the Draw. It is the responsibility of each Participant to ensure that the data provided is up to date. The Contest Organizer cannot be held responsible for invalid or inaccurate contact information that has not been updated during the Entries.

Each Selected Entrant will have forty-eight (48) hours from the time of initial contact to contact the Contest Organizer or its representative, failing which they will be disqualified. Once contacted by telephone or email, the Selected Entrant will receive a Release Form (the "**Release Form**") at the email address provided in their Member Account. The response time will be counted from the date and time the first email was sent.

BEFORE BEING CONFIRMED AS A PRIZE WINNER, each Selected Entrant must correctly answer, unaided, a mathematical skill-testing question, and sign and return, within the forty-eight (48) hours of receiving notice, the Affiliated Parties' declaration and release form (the "**Release Form**") all according to the instructions sent by the Contest Organizer. The selected Entrant must consent to the publication of his name, address, voice, image, statements in connection with the Contest, as well as any photographs, video, footage and/or filming, reproduced or otherwise used by or on behalf of the Contest Organizer, for advertising or other promotional or commercial use by or on behalf of the Contest Organizer, in any existing or future medium, including print media, radio, television and the Internet, all without further notice, additional remuneration or right of review. Upon request, the selected Participant must provide photo identification.

If it is impossible to contact the Selected Entrant as described in the "CONTACTING SELECTED ENTRANTS" section, if the Selected Entrant a) incorrectly answers the mathematical skill testing question, b) fails 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 found to have violated these Rules (as determined by the Contest Organizer at its sole discretion), they will be disqualified (and will forfeit the Prize), and the Contest Organizer reserves the right, at its sole discretion and if time permits, to electronically and randomly select a new Entrant from the remaining Draw Entries (in which case the provisions of this paragraph will apply to the new Selected Entrant). Limit of one (1) Prize per selected Participant.

#### ODDS OF WINNING

The odds of winning depend on the number of Draw Entries collected or sent and received 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 Québec 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 Québec, 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 its 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, its 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 using the information provided through the information contained in the Participation form. 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.bonichoix.ca/en/foodhero/> or at the customer service counter of the Participating store. The names of the Contest winners will be available at <https://www.bonichoix.ca/en/.net/foodhero> and at the service counter of the Participating Marché Bonichoix stores within sixty (60) days following the last 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 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 [bonichoix.com](https://www.bonichoix.com). Any questions, comments, or complaints regarding the Contest should be directed to the Contest Organizer and not to [bonichoix.com](https://www.bonichoix.com) or [BONICHOIX.com](https://www.BONICHOIX.com) 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 the Suppliers of the Prize, and each of their 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 [BONICHOIX.com](https://www.BONICHOIX.com) 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.