



CONTEST

« Concours à la mode de chez nous »

Contest rules

The Contest « **Concours à la mode de chez nous** » (the « **Contest** ») will be held at Rachelle Béry stores in Québec whose list is in Appendix of these Rules (each a “**Participating Store**” and collectively the “**Participating Stores**”). It is organized by Sobeys Capital Incorporated (the “**Contest Organizer**”) in partnership with Aliments du Québec (the “**Partner**”).

The Contest begins on **Thursday, May 16, 2024, at 00:00 a.m.** Eastern Time (“ET”) and ends on **Wednesday June 26, 2024, at 11:59 p.m.** (ET) (the “**Contest Period**”).

1. ADMISSIBILITY

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; 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, 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 Sponsor, 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 Store, 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

NO PURCHASE ENTRY

No purchase required. To enter the Contest without making a purchase you must write an original text of three hundred (300) words or more explaining **what your must-have Aliments du Québec or Aliments préparés au Québec product from Rachelle Béry is**, in the official No Purchase Entry form found at <https://forms.gle/Q5nAjVCeuLa9rdVN7>.

Please fill out the form with all the requested information: your Scene+® member number, your Participating Store address, your first and last name, email, and your phone number (a “**No Purchase Entry**”). The No Purchase Entry must be received by the Contest Organizer no later than the last day of the Contest Period, Wednesday June 26, 2024, at 11:59 p.m. (ET). By submitting a No Purchase 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 Purchase Entry per Member Account, per day, during the Contest Period. No Purchase Entries will bear the same odds of winning as Purchase Entries.

PURCHASE ENTRY

Any purchase of a Participating Product identified as Aliments du Québec or Aliments préparés au Québec at one Participating Rachelle Béry Store will automatically enter you into the Contest upon presentation of the Scene+® card. Participating Products list includes Aliments du Québec and Aliments préparés au Québec products identified by Aliments du Québec and present in the Participating Stores as of March 22, 2024. The list of Participating Products can be found at <https://www.rachellebery.ca/fr/concours-ag-2024>. Each Participating Product (each, a “**Participating Product**”, collectively, the “**Participating Products**”) purchased shall earn you one (1) Entry to the Contest (a “**Purchase Entry**”). For example, one (1) Participating Product is equivalent to one (1) Purchase Entry into the Contest. The purchase of several Participating Products during the same transaction and upon presentation of your Scene+® card will allow the Entrant to accumulate the number of Purchase Entries relating to the products purchased. Participating Products are identified in the Participating Stores by the Aliment du Québec logo and Aliments préparés au Québec logo. By participating in this Purchase 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.

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

3. PRIZE AND APPROXIMATE RETAIL VALUE

A total of four (4) Prizes will be awarded for this Contest (each, a “**Prize**”, collectively the “**Prizes**”). Each Prize is defined hereinafter.

GRAND PRIZE

There will be one (1) Grand Prize awarded in this Contest (the “**Grand Prize**”) as defined hereinafter.

One (1) eligible winner (the “**Grand winner**”) can win five hundred thousand Scene+® points valued approximately at five thousand dollars (CAD \$5 000). Go to <https://www.sceneplus.ca/how-it-works> to see how to use the Scene+® points.

SECONDARY PRIZES

There will be a total of three (3) Secondary Prizes (each, a “**Secondary Prize**”, collectively the “**Secondary Prizes**”), each valued approximately at three hundred dollars (CAD \$300). Each Secondary Prize consists of twenty-five thousand (25 000) Scene+® points with an approximate value of two hundred and fifty dollars (CAD \$250) offered with a gift basket of Aliments du Québec and/or Aliments préparés au Québec products with an approximate retail value of fifty dollars (CAD \$50). Go to <https://www.sceneplus.ca/how-it-works> to see how to use the Scene+® points.

The approximate total value of all Prizes awarded for this Contest is five thousand and nine hundred dollars (CAD \$5 900).

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 its sole discretion). No substitution will be permitted, except at the discretion of the Contest Organizer. The Contest Organizer reserves the right, at its 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. Any difference between approximate retail value and the actual value of the Prizes as taken will not be awarded.

4. WINNER SELECTION

One (1) Draw (the “**Draw**”) will be made by a representative of the Contest Organizer at approximately 11:00 a.m. (ET), in their offices located at 11281, boulevard Albert-Hudon, Montréal-Nord, Québec, H1G 3J5 on Wednesday, July 10, 2024,

- The Grand Prize winner will be selected from all Entries collected or sent and received during the Contest Period, in accordance with these Rules; and
- The three (3) Secondary Prize winners will be selected from all Entries collected or sent and received during the Contest Period, in accordance with these Rules.

The Prize will be awarded in the following order:

1. The three (3) Secondary Prizes
2. The Grand Prize

A grand total of four (4) Entrants will be selected (each, a “**Selected Entrant**”, collectively, “**Selected Entrants**”).

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

CONTACTING SELECTED ENTRANTS

The Contest Organizer or a designated representative will make at least two (2) attempts to contact the Selected Entrant for the Secondary Prizes and the Grand Prize by email and/or by phone using the contact information provided in their Scene+® Member Account.

Each Entrant is responsible for ensuring that their Member Account information is up to date. The Contest Organizer cannot be held liable for invalid or inaccurate telephone numbers that have not been updated in Entrants' Member Accounts.

Each Selected Entrant will have forty-eight (48) hours, following the first communication, to contact the Contest Organizer or its designated representative, under penalty of nullity. Once reached by 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 exclusively from the clock of Contest Organizer.

BEFORE BEING CONFIRMED AS A SECONDARY PRIZE PRIZE OR A GRAND 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 Entrants 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 for the purposes of this Contest;
- provide photo ID upon request.

If it is not possible to contact the Selected Entrant in the manner described in the "CONTACTING SELECTED ENTRANTS" section, and 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 reserves 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).

ODDS OF WINNING

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. AWARDING OF PRIZES

GRAND PRIZE

The Scene+® points will be deposited in Grand winner's Member account. The only Member account credited with Scene+® points will be the one used by the Grand winner during their Participation. No transfer of Scene+® points, total or partial, can be made to a third-party Member Account. The Scene+® points cannot be converted in cash and must be accepted as is.

SECONDARY PRIZE

The Scene+® points will be deposited in Grand winner's Member account. The only Member account credited with Scene+® points will be the one used by the Grand winner during their Participation. No transfer of Scene+® points, total or partial, can be made to a third-party Member Account. The Scene+® points cannot be converted in cash and must be accepted as is. The gift basket of Aliments du Québec and/or Aliments préparés au Québec products will be prepared in each winner's Rachelle Béry store, whose address is at the choice of each winner. It is the sole responsibility of each winner to go to the chosen Rachelle Béry store to collect their gift basket.

6. 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 in their Scene+® Member Account. 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/fr/concours-aq-2024> or at the customer service counter of the Participating IGA store. The names of the Contest winners will be available at <https://www.rachellebery.ca/fr/concours-aq-2024> and at the service counter of the Participating Stores within sixty (60) days following the last Draw date (Wednesday July 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. Any questions, comments, or complaints regarding the Contest should be directed to the Contest Organizer and not to rachellebery.ca, and its affiliates, directors, officers, agents, and employees are not responsible for any claims arising from or related to the Contest Organizer.

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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, the Partner, 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 rachelebery.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.

Scene+ ^{mc} is a trademark of Scene Plus IP Corporation used under license by Sobeys Capital Incorporated. All other trademarks are the property of their respective owners.

APPENDIX: Participating Stores

Name	Address	City	Province	Postal Code
Sobeys Capital Inc. (Rb/Shamrock)	7055 Boulevard Saint-Laurent	Montréal	QC	H2S 3E3
Sobeys Capital Inc. (Rb-St-Laurent)	4810 Boulevard Saint-Laurent	Montréal	QC	H2T 1R5
Sobeys Capital Inc. (Rb -P.Laurier)	2700 Boulevard Laurier / Local 0223	Québec	QC	G1V 2L8
Sobeys Capital Inc. (Rb-M-Royal)	1289 Boulevard Laird	Mont-Royal	QC	H3P 2S9
Sobeys Capital Inc. (Rb/Catherine)	1150 Rue Sainte-Catherine Est	Montréal	QC	H2L 2G7
Sobeys Capital Inc (Rb/Boucherville)	100 Boulevard De Mortagne / Suite 10	Boucherville	QC	J4B 5M7
Sobeys Capital Inc. (Rb-Fleury)	905 Rue Fleury Est	Montréal	QC	H2C 1P6
9343-4447 Québec Inc.	377 Rue Principale	Saint- Sauveur	QC	J0R 1R0
Sobeys Capital Inc. (Rb-Saint-Denis)	4201 Rue Saint-Denis	Montréal	QC	H2J 2K9
Rb Barcelo Inc.	2346 Rue Beaubien Est	Montréal	QC	H2G 1M9