

SAPUTO SAVOUR SUMMER CONTEST RULES

1. ELIGIBILITY

- 1.1 To be eligible for this contest (“Contest”), an individual must:
- a. be a legal resident of a province or territory of Canada; and
 - b. have reached the age of majority in the province or territory of his/her residence at the time of entry.
- 1.2 Those ineligible to enter the contest are:
- a. employees, representatives and agents of Saputo Dairy Products Canada G.P., including its affiliates, subsidiaries and related corporations; (collectively the “Sponsor”);
 - b. employees, representatives and agents of the suppliers of Prizes (hereinafter defined) awarded in this Contest;
 - c. employees, representatives and agents of the Sponsor’s advertising, promotional and media agencies, and Substance Digital Strategies Inc. (the “Administrator”);
 - d. people involved in the development, production and distribution of materials related to the contest; and
 - e. the immediate family of any of the aforementioned persons, or persons with whom such persons are domiciled. In these Contest rules “immediate family” means husband, wife, spouse, mother, father, brother, sister, son and daughter, whether or not they reside in the same household.
- 1.3 The Sponsor has the right to require, at any time, proof of identity, age and/or eligibility of any participant in the Contest (the “Participant”) to allow the Participant to enter the Contest. Failure to provide such proof to the Sponsor within five (5) days of the request could result in disqualification, at the Sponsor’s sole discretion.
- 1.4 All information supplied to the Sponsor for the purpose of this Contest must be truthful, accurate and complete. The Sponsor reserves the right to disqualify any Participant should his/her entry (hereinafter defined) include false, inaccurate or incomplete information.

2. CONTEST PERIOD

The Contest opens on May 17, 2021 at 10:00:00am ET and closes on July 31, 2021 at 11:59:59pm ET (the “Contest Period”).

3. HOW TO ENTER THE CONTEST

- 3.1 There is no purchase necessary to enter the Contest. There are two ways to enter the Contest: Participant may (a) scan the QR code on the visual displays in selected stores during the Contest Period to be directed to <https://www.ingredientsbysaputo.ca/en/summer-collection-box> (the "Contest Website") or (b) go directly to the Contest Website. Then complete the entry form and click "submit". Each complete entry form will qualify as one (1) entry into the Contest.
- 3.2 Limit one (1) entry per Participant per Contest Period. If a Participant enters more than the entry limit, only the first entry that satisfies the requirements of these rules, including, among others, those at section 3.1, will be eligible to this Contest. The Sponsor may, at its sole discretion, disqualify any Participant who has submitted multiple entries in violation of these rules.
- 3.3 In the event of a dispute regarding the identity of a Participant, the authorized account holder of the email address submitted at the time of the entry will be deemed the Participant. A Selected Participant (as defined below) may need to provide proof that he is the authorize account holder of the email address submitted with the selected entry.
- 3.4 The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s).
- 3.5 Use of any automated system to submit an entry is prohibited and will result in disqualification.
- 3.6 Entries are subject to verification and will be declared invalid if they are received outside the Contest Period.

4. PRIZE

4.1 Description of Prize

- 4.1.1 A total of nine (9) prizes shall be awarded during this Contest: one (1) grand prize, one (1) secondary prize, two (2) third prizes, and five (5) fourth prizes. Each prize may herein be referred to "Prize" or "Prizes".
- 4.1.2 The grand prize consists of one (1) branded kayak.
The secondary prize consists of two (2) Muskoka chairs.
Each third prize consists of one (1) Alexis de Portneuf branded picnic basket.
Each fourth prize consists of one (1) Woolwich Dairy branded picnic blanket.
- 4.1.3 The approximate retail value of the grand prize is five hundred and fifty-five dollars in Canadian currency (C\$555). The approximate retail value of the secondary prize is four hundred and ten dollars in Canadian currency (C\$410). The approximate retail value of each third prize is one hundred

and fifteen dollars in Canadian currency (C\$115). The approximate retail value of each fourth prize is thirty-five dollars in Canadian currency (C\$35). The total approximate retail value for all the Prizes is one thousand three hundred and seventy in Canadian currency (C\$1,370).

4.1.4 Limit one (1) Prize per Participant.

4.2 **Awarding of the Prize**

The Prize will be mailed to a Winner (hereinafter defined) within thirty (30) days of the receipt of the executed Declaration and Release Form (hereinafter defined).

5. **WINNER SELECTION**

5.1 **Prize Winners**

5.1.1 On August 2, 2021 at 12:00pm ET at the offices of the Administrator located at 1360 Rue Ropery #101, Montreal, QC H3K 2X3, nine (9) Participants will be selected (each a "Selected Participant") by random draw (the "Draw") among all the eligible entries received during the Contest Period as the potential winners of a Prize. The first Selected Participant will be deemed to be the potential winner of the grand prize. The second Selected Participant will be deemed to be the potential winner of the secondary prize. The third and fourth Selected Participants will each be deemed to be a potential winner of a third prize. The fifth through ninth Selected Participants will each be deemed to be a potential winner of a fourth prize.

5.1.2 The odds of winning depend on the number of eligible entries received during the Contest Period.

5.2 **Requirements to be declared Winner**

5.2.1 Each Selected Participant will be notified by e-mail within one (1) business day of the Draw. If the Selected Participant fails to respond within five (5) days from the time of the initial contact, he/she will be disqualified from the Contest and forfeit the Prize. The Sponsor may then, at its sole and absolute discretion, select another eligible Participant in accordance with paragraph 5.1, or annul the awarding of the Prize. That new Selected Participant is subject to disqualification if he/she does not comply with this paragraph.

5.2.2 Before being declared a Prize winner (a "Winner"), the Selected Participant must : (i) complete and sign a declaration and release form (a "Declaration and Release Form") confirming his/her full compliance with these Contest rules and releasing the Sponsor and any other organization in association with the granting of the Prize or the Contest, together with their respective employees, of all responsibility for any personal injury, accident, loss or misfortune relating to the Contest, Prize or granting of the Prize; (ii) correctly answer, with no assistance of any kind, the mathematical skill-

testing question included in the Declaration and Release Form; and (iii) return the Declaration and Release Form to the Sponsor by the date indicated on it.

- 5.2.3 In the event that a Selected Participant does not correctly answer the mathematical skill-testing question or if the Declaration and Release Form duly completed and executed by the Selected Participant is not received by the Sponsor before the date indicated on the Declaration and Release Form, the Sponsor may, at its sole discretion, select another Participant by random draw from among the remaining valid entries in accordance with paragraph 5.1, or completely forfeit the awarding of the Prize. Such new Selected Participant is subject to disqualification if he/she does not comply with this paragraph 5.2.

6. GENERAL CONDITIONS

- 6.1 All Prizes must be accepted as awarded and are not transferable or convertible to cash. No Prize substitution is permitted, except at the Sponsor's sole and entire discretion. The Sponsor may substitute a Prize, or a part thereof, with a prize of equal or greater value. Any portion of a Prize not accepted by a Winner will be forfeited. The Sponsor will not be responsible if any event results in the cancellation of the Contest or if other factors beyond its reasonable control prevent the Contest or any part thereof from being fulfilled. The Sponsor makes no express or implied warranties of any kind with respect to the safety, appearance or performance of any aspect of the Prize. By accepting a Prize, a Winner acknowledges that the only warranties applicable to any aspect of the Prize, if any, are the warranties provided by the supplier of the Prize to the Sponsor that are transferable and/or the manufacturer's warranty. In no circumstance whatsoever will a Winner have any recourse against the Sponsor with respect to any element of any Prize or the Contest.
- 6.2 A Winner is not entitled to the monetary difference between the actual Prize value and the stated approximate value if any.
- 6.3 The full text of these rules is available at the Contest Website at <https://www.ingredientsbysaputo.ca/en/summer-collection-box>.
- 6.4 Any attempt to damage the Contest Website or any related website, or the legitimate operation of this Contest is a violation of criminal and civil laws. In such cases, the Sponsor has the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 6.5 No correspondence pertaining to the Contest will be entered into except with each Selected Participants and the Winners.
- 6.6 Entries are subject to verification and will be declared invalid if they are received outside the Contest Period or are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.
- 6.7 All entries, and Declaration and Release Forms become the property of the Sponsor.

7. INDEMNIFICATION BY PARTICIPANT

By entering the Contest, a Participant:

- releases the Sponsor and its respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all liability for any injury, loss or damage of any kind to the Participant or any other person, including personal injury or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Prize, participation in this Contest, any breach of these Contest rules, or in any Prize-related activity;
- agrees to fully indemnify the Sponsor and its directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agent from any and all claims by third parties relating to the Contest, without limitation.

8. CONDUCT

8.1 By entering this Contest, the Participant agrees to be bound by these rules, which are posted on the Contest Website throughout the Contest Period.

8.2 The Sponsor reserves the right, in its sole discretion, to:

- a. remove any entries which are deemed inappropriate, including any entries that do not satisfy the entry criteria as set out in paragraph 3.1, according to the Sponsor; and
- b. disqualify any individual who is found:
 - (i) to be tampering with the entry process or the operation of the Contest;
 - (ii) to be acting in violation of the rules;
 - (iii) to be in violation of any of the entry submission conditions specified in paragraph 3;
 - (iv) to be acting in an un-sportsmanlike or disruptive manner; or
 - (v) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Sponsor's sole discretion.

9. LIMITATION OF LIABILITY

9.1 The Sponsor assumes no responsibility or liability for lost, delayed, destroyed or misdirected entries, Declaration and Release Form or email (or for any computer, online, telephone, hardware, software or technical malfunctions that may occur).

9.2 The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest.

- 9.3 As permitted by law, the Sponsor reserves the right, with the consent of the Régie (as defined in 13) if necessary, to cancel, suspend or modify the Contest, should a virus, bug, computer problem, unauthorized human intervention or other cause beyond the Sponsor's control, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest.

10. RELEASE / PRIVACY / USE OF PARTICIPANT INFORMATION

- 10.1 By entering this Contest, the Participant agrees to the Sponsor's use of his/her personal information for the purposes of administering the Contest and awarding the Prize and acknowledge that his/her personal information will not be provided to any third parties, other than as provided for in these rules.
- 10.2 By accepting a Prize, a Winner grants the Sponsor permission to use his/her name, address, photograph, likeness, voice, Prize information and/or biographical information for publicity and promotional purpose without further compensation unless prohibited by law.

11. INTELLECTUAL PROPERTY

All intellectual property and all of the promotional materials, web pages and source code are owned by the Sponsor and/or its affiliates. All rights are reserved. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited. SAPUTO is a registered trademark owned by Saputo Dairy Products Canada G.P.

12. LAWS

These are official Contest rules. This Contest is subject to federal, provincial and municipal laws and regulations. Void where prohibited. These Contest rules are subject to change, subject to the consent of the Régie (as defined in 13) if necessary, without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.

13. RESIDENTS OF THE PROVINCE OF QUEBEC

Any litigation respecting the conduct or organization of the Contest may be submitted to the *Régie des alcools, des courses et des jeux* (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.

14. POSTING OF WINNERS' NAMES

Within thirty (30) days of the Draw, the Sponsor shall post the Winners' names on the Contest Website. This information shall stay on the Contest Website for a period of at least thirty (30) days.