

SAPUTO CONTEST RULES

« WIN 1 BBQ & 1 BBQ accessories kit! »

1. ELIGIBILITY

1.1 To be eligible for this contest (“Contest”), an individual must:

- a. be a legal resident of Canada; and
- b. have reached the age of majority in his/her province or territory of 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 any Prize (hereinafter defined) awarded in this Contest;
- c. employees, representatives and agents of the Sponsor’s advertising, promotional and media agencies;
- 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.

2. CONTEST PERIOD

The Contest opens on July 13th, 2020 at 10:00:00 ET and closes August 9th, 2020 at 23:59:59 ET (the “Contest Period”).

3. HOW TO ENTER THE CONTEST

No purchase necessary. During the Contest Period, a Participant may participate by visiting www.saputo.ca/summerBBQ to complete all required information on the entry form and click “submit”. Each complete entry form submitted during the Contest Period qualifies as one (1) entry.

3.1 Limit one (1) entry per Participant during Contest Period. If a Participant submits more entry forms than the entry limit, only the first entry will be eligible for this Contest; all subsequent entries will be considered null and void.

3.2 The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s).

- 3.3 Use of any automated system to submit an entry is prohibited and will result in the disqualification of the Participant. The Participant must submit the entry in his/her own name and a proxy cannot be given to this effect, failing which the Participant will be disqualified.
- 3.4 In the event of a dispute concerning the identity of a Participant, the authorized account holder of the email address submitted at the time of entry will be deemed to be the Participant. A Selected Participant (as hereinafter defined) may need to provide proof that he is the authorized account holder of the email address submitted with the selected entry.
- 3.5 Entries are subject to verification and will be declared invalid if they are received outside the Contest Period.

4. **PRIZES**

4.1 Description of Prizes

4.1.1 There are seven (7) prizes available to be won (there will be 1 winner for each of the following regions: British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec and the Maritimes), each consisting of the following:

- (i) One (1) CAD\$500 gift card (supplier to be determined at winner selection stage); and
- (ii) One (1) BBQ accessories kit valued at CAD\$15.

4.1.2 The approximate retail value of the Prize is five hundred and fifteen dollars in Canadian currency (CAD\$15).

4.2 The sponsor is not required to offer any Prize other than the Prize described in these rules. Each Winner (as defined below) is not entitled to the difference between the actual value of the Prize and the approximate value of the Prize as indicated in these rules, if applicable.

4.3 Delivery of the Prizes

4.3.1 Each Prize will be sent to each Winner (hereinafter defined) via registered mail within ten (10) days following the receipt of a Winner's Declaration and Release Form (hereinafter defined) duly completed and signed in accordance with paragraph 5.2 of these Contest rules.

4.3.2 Any and all terms and conditions associated with the Prize apply. Each Winner is solely responsible for all costs and expenses associated with using their Prize, if any.

5. **WINNER SELECTION**

5.1 Selected Participants for Prizes

5.1.1 On August 10th, 2020 at approximately 11:00:00 ET at the office of the Sponsor located at 2365 Côte-de-Liesse Road, Montreal, QC H4N 2M7, seven (7) Participants (1 per region) will be selected as potential winners of a Prize (the "Selected Participant") by random draw (the "Draw"), among all eligible entries received during the Contest Period.

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

- 5.1.3 Limit one (1) Prize per Participant.
- 5.2 Requirements to be declared Winner
- 5.2.1 In order to be declared a Winner (as defined below), each Selected Participant must comply with the requirements of paragraphs 5.2.2, 5.2.3 and 5.2.4.
- 5.2.2 Each Selected Participant will be notified by email or telephone call within two (2) business days of the selection of Selected Participants. To be declared a Winner (as defined in the next paragraph) each Selected Participant must respond to the Sponsor within five (5) business days of the date of notification. Otherwise, such Selected Participant will be disqualified from the Contest and will forfeit the Prize. The Sponsor may then, in its sole and absolute discretion, select by random draw another Participant in accordance with paragraph 5.1 or withdraw the Prize. Such Selected Participant will be subject to disqualification as noted in this paragraph.
- 5.2.3 Before being declared a winner (a "Winner"), each 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, as permitted by law, releasing the Sponsor and any other organization or association involved in the granting of the prize or the Contest, together with their respective directors, officers and employees, of all responsibility for any injury, accident, loss or damage relating to the Contest, Prize or granting of the Prize; (ii) correctly answer, with no assistance of any kind, the mathematical skill-testing question on the Declaration and Release Form; and (iii) return the Declaration and Release Form to the Sponsor within seven (7) days following the receipt of the Declaration and Release Form.
- 5.2.4 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, completely annul the awarding of the Prize or select another Participant by random draw from among the remaining valid entries submitted during the relevant period in accordance with paragraph 5.1. Such new Selected Participant is subject to disqualification if he/she does not comply with the paragraphs 5.2.2, 5.2.3 and 5.2.4.
6. **GENERAL CONDITIONS**
- 6.1 The full text of these rules is available at www.saputo.ca/summerBBQ.
- 6.2 Each Prize must be accepted as awarded and is not transferable or convertible to cash. No prize substitution is permitted, except at the Sponsor's sole discretion. The Sponsor may substitute a Prize, or a part thereof, with a prize of equal or greater value. Any portion of the Prize not accepted or not used 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 completed. The Sponsor makes no express or implied warranties of any kind with respect to a Prize. By accepting a Prize, a Winner acknowledges that the only warranties applicable to any aspect of any Prize are those of the Prize supplier, if any. In no circumstance whatsoever will a Winner have any recourse against the Sponsor with respect to any element of any Prize or the Contest.
- 6.3 Any attempt to damage any website or materials related to the Contest, including the Contest Website, or the legitimate operation of this Contest may be a violation of criminal and civil

laws. In such cases, the Sponsor has the right to seek remedies and claim damages to the fullest extent permitted by law, including seeking penal or criminal prosecution.

6.4 No correspondence pertaining to the Contest will be sent except to each Selected Participant and each Winner.

7. INDEMNIFICATION BY PARTICIPANT

By entering the Contest and to the extent permitted by applicable law, a Participant:

- releases the Sponsor and its respective directors, officers, employees, parent companies, subsidiaries, affiliates, partners, suppliers, sponsors, representatives and agents from any and all liability for any injury, loss or damage of any kind to the Participant or any other person, including but not limited to material, property and moral damages, 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, partners, suppliers, sponsors, representatives and agents from any and all claims by third parties relating to the Contest, without limitation.

8. CONDUCT

8.1 By entering this Contest, each Participant agrees to be bound by these rules throughout the Contest Period.

8.2 The Sponsor reserves the right, at its sole discretion, to disqualify any Participant it finds to be:

- violating these Contest rules;
- tampering or attempting to tamper with the entry process or the operation of any Contest website;
- acting in an unsportsmanlike, unfairly or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

9. LIMITATION OF LIABILITY

9.1 The Sponsor assumes no responsibility or liability for lost, delayed, destroyed or misdirected entries, 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 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 des alcools, des courses et des jeux* (the "Régie") if required, 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 PERSONAL INFORMATION**

10.1 By entering this Contest, the Participant agrees to the Sponsor's use of his/her personal information provided in the course of this Contest (i) for the purpose of administering the Contest and awarding the Prize and (ii) if a Participant expressly elects to subscribe to the Ingredients by Saputo newsletter to receive communication about the Sponsor's products or offers. Subscribing to the "Ingredients by Saputo" newsletter is optional and will not improve a Participant's odds of winning a Prize. Please see the Sponsor's Privacy Policy at <https://www.saputo.ca/en/privacy-policy> for information on how the Sponsor collects, uses, discloses, maintains and keeps personal information secure. Personal information will not be disclosed to third parties, other than as provided for in these rules and/or the Sponsor's Privacy Policy if a Participant subscribes to the Ingredients by Saputo newsletter.

10.2 By accepting a Prize, a Winner grants the Sponsor permission to use his/her name, address, photograph, likeness, voice, entries, 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 the official Contest rules. This Contest is governed by the laws of Quebec and is subject to all applicable federal, provincial and municipal laws and regulations. Void where prohibited. These Contest rules are subject to change, with the Régie's consent if required, 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 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. **INFORMATION AND WINNERS' NAMES**

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