

## CONTEST RULES

### FRESH CO CUSTOMER EXPERIENCE SURVEY Q2 – 2021/22 (the “Contest”)

#### 1. Eligibility

The Contest is open only to legal residents of Ontario, Manitoba, Saskatchewan and British Columbia (the “Participating Provinces”) who have reached the age of majority in their province of residence on the date that they entered the Contest. Void where prohibited by law. Employees, directors, and officers of the Administrator and the Sponsor, Sobeys Capital Incorporated (the “Sponsor” and “Administrator”) and its parent companies, affiliates, franchisees, subsidiaries, distributors, representatives, advertising and promotional agencies, agents, sponsors, and any entity that they contract with specific to the Contest, as well as the immediate family members, and any persons domiciled with any of the above (whether related or not), are not eligible to win a Prize.

#### 2. How to Enter

NO PURCHASE NECESSARY. You may enter the Contest by:

2a. Select customers of participating FreshCO stores will receive an invitation on their transaction receipt to participate in an online customer experience survey. Participating in the survey will automatically enter you into the contest, provided you submit your name and contact information as required on the entry form, read and accept the Contest Rules and comply with the entry requirements of these Contest Rules. Limit of twelve (12) entries per person in the Contest Period.

Or

2b. You may enter the Contest by submitting an essay (maximum 100 words) discussing your most recent experience at one of our stores. Customers must send the essay, entitled “FRESHCO CUSTOMER EXPERIENCE CONTEST” (a “Written Submission”) along with their handwritten signature, date, first and last name, telephone number, and complete mailing address (the “No Purchase Entry”) to: FreshCo Customer Experience Contest – C/O Marketing, Consumer Insights, 123 Foord Street, Stellarton, Nova Scotia, B0K 1S0, Canada. All No Purchase Entries must read and accept the Contest Rules and comply with entry requirements for these Contest Rules. All No Purchase Entries must be postmarked no later than the last day of the Contest Period. Limit of one (1) No Purchase Entry per envelope and limit of twelve (12) No Purchase Entries per person per Contest Period. All No Purchase Entries will bear the same odds of winning as Purchase Entries received by customers who have completed a Survey.

All Entries including the No Purchase Entries are referred to as the “Eligible Entries”.

#### 3. Timing

The Contest runs from August 1, 2021 and ends on October 30, 2021 (the “Contest Period”).

#### **4. Prize Description**

There is one (1) prize to be won, the prize consists of FreshCo Gift Cards totaling \$500 (the "Prize"). The Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Prizes must be accepted as awarded. The Sponsor reserves the right to substitute any Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of the Prize, such as any fee associated with the receipt and/or use of the Prize. Please allow up to four (4) weeks for delivery or fulfillment of the Prize. All terms and conditions of the gift card apply to the Prize.

#### **5. Odds**

The odds of winning are dependent on the total number of eligible entries received during the Contest Period.

#### **6. Draw Details**

A random draw will occur on November 11, 2021 at Fresh Co office in Stellarton, Nova Scotia from all eligible entries received during the Contest Period (the "Draw"). You do not need to be in attendance to be selected. Where there are multiple draws for multiple prizes, you are only eligible to win once.

#### **7. Winner Contact Details**

If you are chosen to be eligible to win a Prize, you will be contacted within fourteen (14) days of the Draw at the telephone number or email address you specified when entering the Contest. If you have not provided a telephone number or email address you are not eligible to win a prize. In order to be declared a winner, you will be directed to visit a local Participating Store where you must produce a piece of government-issued photo identification for the purpose of identity verification. You must then correctly answer without assistance a mathematical skill testing question and sign a Release form (the "Release"). The original copy of the Release may be signed at that time or taken away and returned within ten days. Upon verification of the completion and correctness of the answer to the skill-testing question, and execution of the Release, you may be declared a winner.

#### **8. Forfeit of Prize**

If you cannot be reached within seven (7) days of our first attempt to contact you, do not answer the skill testing question correctly, or otherwise fail to comply with these Contest Rules, then the Prize will be forfeited and another entry will be randomly selected from among the remaining eligible entries as per these Contest Rules. This process of selecting a Prize winner will be repeated until all Prizes eligible to be won have been awarded.

#### **9. Use of Personal Information**

By entering the Contest and voluntarily providing your personal information as described in these Contest Rules, you agree to the collection, use and disclosure by the Administrator (and where applicable, the Sponsor), and its respective employees and/or authorized agents, of your personal information, for the purpose of administering the Contest, including—but not limited to—contacting you with respect to the Contest if you are a selected entrant. Personally identifiable information will

only be used to administer the Contest and for no other purpose, except as specifically outlined in these Contest Rules. Personally identifiable information will not be sold, shared or disclosed by the Administrator to any third party, other than to the Sponsor or a third party engaged by the Administrator or Sponsor for the purpose of administering the Contest, or if required by law with the exception that aggregated information may be used by or shared amongst the Administrator and its subsidiaries and affiliates, or shared by the Administrator with third parties in accordance with our Privacy Commitment available at <https://www.sobeys.com/en/privacy-policy>.

## **10. Publicity Consent**

By entering the Contest, you agree that if you are determined to be a winner, the Administrator and the Sponsor may use your name, comments, voice, likeness, municipality of residence and picture in any advertising, promotion or publicity carried out now or in the future, in any media without compensation or notice, and you grant to the Administrator and the Sponsor any and all rights to such use. You agree to cooperate with the Administrator and the Sponsor in arranging for photographs or other forms of publicity and to be available for photographs or other forms of publicity on reasonable notice.

## **11. Limitation of Liability / Release**

By participating in the Contest, and as a condition of acceptance of the Prize, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Sponsor and the Administrator, and 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, 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 Sponsor and the Administrator. 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 assumes these risks. You also agree to indemnify, defend, and hold harmless the Released Parties from any and all Claims in respect of the foregoing.

## **12. Compliance with Rules**

By entering the Contest, you agree to abide by the entire Contest Rules and the terms and conditions under which the prizes are awarded. Any decision made by the Sponsor and/or the Administrator in respect of this Contest shall be final.

### **13. Technical Issues**

The Sponsor and Administrator are not responsible for any computer, online, telephone, hardware, software or technical limitations or malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an entry, or failure to receive an entry), nor for any incorrect or inaccurate information, whether caused by website users or 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 processing of entries in the Contest, nor for any error, omission, interruption, deletion, defect, delay in operation or transmission or receipt of entry, communications line failure, theft or destruction or unauthorized access to, or alteration of entries; and, are not responsible for any problems, failures or technical malfunction of any telephone or network lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing; and are not responsible for any injury or damage to entrants or to any computer related injury or damage resulting from participating in downloading materials in this Contest.

In the event that, due to a printing, manufacturing, mechanical or other error of any kind or nature whatsoever, more Prizes are claimed than are intended to be awarded according to these Contest Rules, Prizes will stop being awarded when the Administrator becomes aware of an error respecting the number of Prizes and the Administrator reserves the right, in their sole and absolute discretion, to conduct a random draw from amongst all eligible and approved Prize claimants whose claims have not yet been redeemed to award the remaining number of advertised Prizes. In no event will the Sponsor or Administrator be liable for more than the stated number of Prizes contained in these Contest Rules.

### **14. Rights to Terminate/Modify/Suspend Contest**

The Administrator and Sponsor retain the right, in their absolute discretion, to suspend, modify or terminate any aspect of the Contest (including, but not limited to these Contest Rules) at any time. The Administrator and Sponsor may make substitutions of equivalent kind or value in the event of the unavailability of a prize (or component thereof) for any reason whatsoever. The Administrator and Sponsor may terminate or withdraw this Contest at any time by posting a notice on the Contest Website. If the Contest is terminated on any day prior to the normal Contest end date (the "Termination Date"), the Administrator and Sponsor may determine the winners from all eligible entries received as of the Termination Date (which winners shall be randomly selected in accordance with these Contest Rules).

### **15. General Disqualification**

Any attempt made by an entrant or other individual or entity, to deliberately damage, manipulate or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of the law. The Administrator and Sponsor reserve the right to seek remedies and damages from any such individual or entity which makes any such attempt. Any entrant who, in the opinion of the Administrator, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest.

## **16. Mobile Devices**

You have the option, but are NOT required to, enter the Contest by following the instructions provided above using a compatible mobile device. Standard data use and service rates apply and may vary according to your mobile device package and mobile service provider. Please contact your mobile service provider for details before participating in this Contest using a compatible mobile device.

## **17. Role of Parties**

Sobeys Capital Incorporated is the Sponsor of this Contest. Sobeys Capital Incorporated is the Administrator of this Contest.

## **18. Trademarks**

All Trademarks are the property of their respective owners.

## **19. Jurisdiction**

The Contest is governed by the laws of Ontario 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. Participation constitutes your full and unconditional agreement to these Contest Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Contest. By entering the Contest, you agree that the courts of Ontario, 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.