



CONTEST

« Summertime is everything »

Contest rules

The Contest « **Summertime is everything** » (the « **Contest** ») will be held at the IGA, IGA Extra and IGA Coop stores in Québec (each a “**Participating Store**” and collectively the “**Participating Stores**”). It is organized by Sobeys Capital Incorporated (the “**Contest Organizer**”).

The Contest begins on **Thursday, May 2, 2024, at 00:00 a.m.** Eastern Time (“ET”) and ends on **Wednesday June 19, 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 IGAs, non-participating affiliated grocers, advertising agencies or any party involved in the administration of the Contest (the “**Affiliated Parties**”) such as employees, 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 IGA, 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. ROLE OF PARTIES

For the purposes of this Contest, the “**Released Parties**” are:

- Sobeys Capital Incorporated is hereinafter referred to as the Contest Organizer.
- Agence Co. is hereinafter referred to as a the “**Travel Organizer**” and is not responsible for the administration or execution of the Contest.

The Entrants understand and acknowledge that the role of the Travel Organizer in the Contest is to fund the Contest and provide the Prizes and is in no way responsible for administering the Contest or selecting winners.

3. 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 **how you celebrate summertime**, in the official No Purchase Entry form found at <https://forms.gle/d9f5mW9FtCvn2oxg9>. 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 19, 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 one (1) Product (at a participating IGA or on the online grocery platform at https://www.iga.net/en/online_grocery or IGA.net, excluding Voila.ca, by selecting a participating IGA) specifically identified as a “participating product” for the purposes of the Contest or identified at https://www.iga.net/summertime_is_everything_contest, will automatically enter you into the Contest upon presentation of the Scene+® card. 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 to 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. A display in the Participating Stores dedicated to the Contest will allow Entrants to locate Participating Products. 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.**”

There are eight (8) Entry Periods (each, a “**Entry Period**”, collectively, the “**Entry Periods**”), defined hereinafter:

Entry Period	Prize
From Thursday May 2 to Wednesday May 8 2024	CA \$1 000 in IGA gift cards
From Thursday May 9 to Wednesday May 15 2024	CA \$1 000 in IGA gift cards
From Thursday May 16 to Wednesday May 22 2024	CA \$1 000 in IGA gift cards
From Thursday May 23 to Wednesday May 29 2024	CA \$1 000 in IGA gift cards
From Thursday May 30 to Wednesday June 5 2024	CA \$1 000 in IGA gift cards
From Thursday June 6 to Wednesday June 12 2024	CA \$1 000 in IGA gift cards
From Thursday June 13 to Wednesday June 19 2024	CA \$1 000 in IGA gift cards
From Thursday June 2 to Wednesday June 19 2024	One \$10 000 travel credit

4. PRIZE AND APPROXIMATE RETAIL VALUE

Eight (8) Prizes will be awarded for this Contest (each a “**Prize**”, collectively the “**Prizes**”), each defined hereinafter.

GRAND PRIZE

One (1) Grand Prize (the “**Grand Prize**”) valued approximately at ten thousand dollars (CA \$10 000) to be won. It consists of one (1) Agence Co. travel credit.

The Grand Prize must be booked at a chosen period by the winner at Agence Co., located at 5005 Jarry East, Montreal, Quebec, H1R 1Y1. The travel credit awarded from the Grand Prize is subject to the Travel Organizer full terms and conditions. The Grand Prize cannot be rescheduled or substituted once scheduled. The travel credit has no expiry date and can be used in multiple times until reaching zero dollars (CAD \$0). The travel credit must be used, for example and not exhaustive, to book a cruise, a package in the South, a trip à la carte or an organized tour. The travel credit cannot be used to book a domestic flight outside a package, a car rental or one (1) hotel night. If the value of the chosen trip is higher than the travel credit, the price difference is entirely at the winner’s expense.

The winner must follow all instructions from the Travel Organizer, failing which, it will be possible to terminate participation or continuation of participation in the Grand Prize. If the winner chooses to travel with a guest, the winner and their guest must travel together. The means of transportation at the sole discretion of the Travel Organizer according to the distance between the location of the winner’s residence and the chosen destination. The fees included in the travel credit will be determined by the Travel Organizer at the time of booking a destination. Any fees or personal expenses resulting from the use of the travel credit not included in the chosen trip are the sole responsibility of the winner.

In case of a trip outside Canada, it is the exclusive winner’s responsibility to obtain the required documents to travel. The winner must not have any legal restrictions preventing them from traveling outside Canada. The Contest Organizer and the Travel Organizer shall not be liable if the winner is refused entry to the chosen country or return to Canada. In such cases, the winner will be solely responsible for all costs incurred and the Grand Prize will be forfeited, no substitute

Prizes or financial compensation will be claimed. The winner must respect the rental conditions of the accommodation and the means of transport. The choice and location of the hotel will be subject to the Travel Organizer's availabilities at the chosen destination. Hotel may require the winner or their guest to submit a major credit card in good standing at the time of registration, otherwise hotel may require a cash deposit. The Contest Organizer and the Travel Organizer cannot be held responsible for any damages and/or accidents that occurred during the stay, the winner and its guest will then be held solely responsible.

The Contest Organizer and the Travel Organizer are in no way responsible for any hazards that may occur during the trip such as, but not limited to, a cancellation of stay, cancellation of transport, cancellation of the event, weather conditions or any delay, postponement, suspension, rescheduling and other factor beyond the control of the Contest Organizer and the Travel Organizer preventing the winner or any other person or entity from fully enjoying any aspect the Grand Prize. In such cases, no replacement Prize or cash equivalent may be claimed. Neither the confirmed winner nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein.

In case of cancellation of the stay by the winner, the Grand Prize will be cancelled without any financial compensation and can no longer be claimed. The winner's guest, if any, releases the Contest Organizer and the Travel Organizer from any liability for damages or losses that may arise from the use of the Grand Prize awarded to the winner and may not receive financial compensation in the event cancellation of the Grand Prize.

Agence Co. is committed to respecting your privacy and protecting your personal information. Agence Co. needs to collect personal information about the winner such as name, date of birth, email address and passport information. Some of this information is shared with hoteliers and airlines. By participating and accepting the Grand Prize, the winner agrees to provide this information to Agence Co. and understand the purposes for which their personal data will be processed. For full details, visit Agence Co. Privacy Policy: <https://agenceco.ca/en>.

The Grand Prize is subject to availability and may be substituted for a prize of equal or greater value at the sole discretion of the Contest Organizer. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from any of the Released Parties should their Grand Prize fail to be fit for its purpose or is in any way unsatisfactory.

All the mentions applying to the winner above apply de facto to their guest(s) if the chosen trip allows it.

If the winner decides to use their travel credit with a or more guests, both the winner and their guest(s), or parents or legal guardians in the case of all minors, must sign the Contest Organizer's release form (the "**Release Form**") in order to receive and participate in the Prize. If one (1) of the Release Forms is missing, the Contest Organizer cannot give the Grand Prize to the winner. If the guest who signed the Release Form cannot attend the chosen trip, it is the winner sole responsibility to inform the Contest Organizer and have its new guest sign a Release Form. Only those named on the updated Release Form will be able to attend the trip.

The Selected Entrant will be contacted by the Contest Organizer to complete its Release Form and be declared as the winner (see section 5.2). The winner's contact information will then be sent to a representative of Agence Co. who will

contact the winner to give them the Prize.

SECONDARY PRIZES

Seven (7) Secondary Prizes (each, a “**Secondary Prize**”, collectively the “**Secondary Prizes**”) each valued approximately at one thousand dollars (CA \$1 000) to be won. Each secondary prize is awarded in IGA gift cards.

Gift cards have no value until activated. Gift cards are valid at participating stores in Canada only (Sobeys, Safeway, IGA, IGA extra, Garden Market IGA, Foodland, Price Chopper (Ontario), FreshCo, Chalo! FreshCo, Thrifty Food, Lawton Drugs, Needs and Fast Fuel). Gift cards can be used for all in-store purchases except other corporate gift cards, Safeway fuel or as prohibited by law. The amount awarded to each gift card to arrive at a grand total of one thousand dollars (CA \$1 000) is at the sole discretion of the Contest Organizer.

Gift cards have no expiry, and no fees will apply. You can check the card balance in store or by calling 1-800-832-0717. Protect the cards like cash. The value remaining on the card cannot be replaced if the card is lost, stolen, damaged or used without consent. Gift cards are not redeemable for cash except in Québec where provincial laws state that when the balance on a card is less than \$5, the customer must be refunded in cash if they so request.

If a customer returns an item purchased with a gift card, the value of the purchase will be refunded to the customer’s gift card unless the amount is less than \$5, in which case the customer is refunded in cash. In this case, the customer will receive a cash refund. Gift cards are subject to the conditions of use as described on the site; for more details, please visit https://www.iga.net/en/at_your_service/gift_cards.

The approximate total value of all Prizes awarded for this Contest is seventeen thousand dollars (CA \$17 000).

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.

5. WINNER SELECTION

Eight (8) Draws (each, a “**Draw**”, collectively, the “**Draws**”) will be held by the Contest Organizer, in the Sobeys offices located at 11281, boulevard Albert-Hudon, Montréal-Nord, Québec, H1G 3J5 at approximately 11 a.m (ET) at the following dates:

Draw date	Entry Period	Prize
Thursday May 9, 2024	From Thursday May 2 to Wednesday May 8 2024	CA \$1 000 in IGA gift cards
Thursday May 16, 2024	From Thursday May 9 to Wednesday May 15 2024	CA \$1 000 in IGA gift cards

Thursday May 23, 2024	From Thursday May 16 to Wednesday May 22 2024	CA \$1 000 in IGA gift cards
Thursday May 30, 2024	From Thursday May 23 to Wednesday May 29 2024	CA \$1 000 in IGA gift cards
Thursday June 6, 2024	From Thursday May 30 to Wednesday June 5 2024	CA \$1 000 in IGA gift cards
Thursday June 13, 2024	From Thursday June 6 to Wednesday June 12 2024	CA \$1 000 in IGA gift cards
Thursday June 20, 2024	From Thursday June 13 to Wednesday June 19 2024	CA \$1 000 in IGA gift cards
Wednesday July 3 2024	From Thursday June 2 to Wednesday June 19 2024	One \$10 000 travel credit

It is only possible to win one (1) Prize per Entrant, per household, for all Entry Periods which is a limit of (1) Prize for all the Contest Period.

One (1) winner will be randomly and electronically selected from all Entries collected or sent and received during each Entry Period, in accordance with these Rules (the “**Selected Entrant**”). A grand total of eight (8) Entrants will be randomly and electronically selected from all Entries collected or sent for all the Contest Period in accordance with these Rules.

5.1 CONTACTING SELECTED ENTRANTS

The Contest Organizer or a designated representative will make at least two (2) attempts to contact the Selected Entrant by email and/or by phone using the contact information provided in their Scene+® Member Account. By participating in this Contest, you consent to the Contest Organizer to using your Scene+® number to identify you should you be selected as the potential winner.

Each Entrant is responsible for ensuring that their Scene+® 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 at the email address provided in their Scene+® Member Account. The response time will be counted exclusively from the clock of Contest Organizer.

5.2 BEFORE BEING CONFIRMED AS A GRAND WINNER, the Selected Entrant must:

- correctly answer, unaided, a mathematical skill-testing question;
- sign and return, within seven (7) days of receiving notice, the Affiliated Parties’ declaration, and Release Form in which (among other things) the Selected Entrant confirms compliance with these Rules, and acknowledges acceptance of the Prize as awarded;
- get the guest, if any, to sign and return, within seven (7) days of receiving notice, the guest’s Affiliated Parties’ declaration, and Release Form in which (among other things) the Selected Entrant’s guest 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.

5.3 BEFORE BEING CONFIRMED AS A SECONDARY PRIZE WINNER, each Selected Entrant must:

- correctly answer, unaided, a mathematical skill-testing question;
- sign and return, within seven (7) days of receiving notice, the Affiliated Parties' declaration, and 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 Section 5.1. "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).

5.4 ODDS OF WINING

The odds of winning depend on the total number of Eligible Entries received during the Contest Period, in accordance with these Rules.

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, Sobeyes 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.sobeyes.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.iga.net/en/at_your_service/contests or at the customer service counter of the Participating IGA store. The names of the Contest winners will be available at https://www.iga.net/en/at_your_service/contests and at the service counter of the Participating IGA store within sixty (60) days following the last Draw date (Wednesday July 3, 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.

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 Travel Organizer, 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.

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