



The
"OH! OH! OH! It's great to receive gifts!"
Contest

Contest Rules

The "OH! OH! OH! It's great to receive gifts!" Contest (the "**Contest**") is being held at participating Marché Bonichoix stores (collectively, the "**Participating Stores**") in collaboration with Sobeys Capital Incorporated (the "Contest Organizers"). The contest starts on November 17, 2022, at 12:01 a.m. (ET) and ends on December 14, 2022, at 11:59 p.m. (ET) (the "Contest Period").

ELIGIBILITY

The Contest is open to all legal residents of Quebec, New Brunswick, and Ontario who have reached the age of majority in their province or territory of residence at the time of entry.

EXCLUSIONS: Employees, representatives and/or agents of the Contest Organizers, their parent companies, subsidiaries or affiliates, Les Marchés Bonichoix stores, prize suppliers and their advertising or promotional agencies, as well as any other entity involved in the design, production, implementation, administration, or execution of the Contest (collectively, the "**Affiliated Parties**"), 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 Excluded Entrant's father, mother, brother, sister, child, husband, wife, and common-law partner. For greater clarity, an Eligible Entrant who is not an Excluded Entrant is hereinafter referred to as an "**Entrant**".

Each Entrant must enter solely on their own behalf and for their own personal benefit.

HOW TO ENTER:

You will receive one contest entry form for every \$35 spent at Participating Stores. Purchases must be made in the same transaction. Purchases are calculated based on the price of goods before tax, excluding tobacco products, lottery tickets, transit fares, gift cards, and any other products where prohibited by law. Some restrictions apply.

Please write your full name, phone number, postal code, and email address legibly on the contest entry form. Deposit the entry form in the draw box provided for this purpose at a Participating Store by 11:59 p.m. (ET) on December 14, 2022.

No facsimiles or manual or mechanical reproductions of the official contest entry form will be accepted for the draw.

NO PURCHASE NECESSARY. To enter the Contest without making a purchase, you must write an original handwritten letter of fifty (50) words or more telling us about your favourite holiday memory. Please include your full name, mailing

address, city, postal code, phone number, and email address (if you have one) in the letter and mail it to the Contest Organizers' office located at 11281 boul. Albert-Hudon, Montréal-Nord, Québec, H1G 3J5, Attn: "OH! OH! OH! It's great to receive gifts / Marché Bonichoix," c/o Justine Fortier-Ouellette. No-purchase entries must be received no later than [11:59 p.m.] on the last day of the Contest Period. [Given the variability of mail delivery schedules, the time of receipt of no-purchase entries will be determined at the sole discretion of the Contest Organizers].

PRIZES AND APPROXIMATE RETAIL VALUE:

Grand Prize

There is one (1) grand prize (the "**Grand Prize**") available to be won in the Contest. The Grand Prize has a total retail value of CAD\$3,000 (\$3,000 worth of groceries at Marché Bonichoix in the form of an account set up at the winner's store).

Secondary Prizes

A total of fifty-two (52) prizes with a total retail value of CAD\$3,900 will be awarded in the secondary prize draw. Each Secondary Prize consists of one (1) *Compliments* product basket valued at seventy-five (\$75) dollars.

The Grand Prize and the Secondary Prizes are collectively referred to as a "**Prize**" or the "**Prizes**."

The total approximate value of all Contest prizes is CAD\$6,900.

Each prize must be accepted as awarded and may not be transferred, assigned, or exchanged for cash (unless explicitly authorized by the Contest Organizers at their sole discretion). No prize may be substituted except at the discretion of the Contest Organizers. The Contest Organizers reserve the right, at their sole discretion, to substitute a prize or any portion thereof with another prize of equal or greater value, including, at the sole discretion of the Contest Organizers, cash. The prize will be awarded only to the individual whose verifiable full name and valid email address are listed in the account associated with the entry in question.

SELECTION OF WINNERS

SECONDARY PRIZE DRAW

A draw will be held on Thursday, December 15, 2022, at each participating Marché Bonichoix store at approximately 10 a.m. (ET). The official representative of each store will select one (1) entry from all eligible entries submitted for the in-store draw (the "**Secondary Prize Draw**").

GRAND PRIZE DRAW

The main draw (the “**Main Draw**”) will be held on Thursday, December 15, 2022, at the Contest Organizers’ office located at 11281 boulevard Albert-Hudon, Montréal-Nord, Québec, H1G 3J5, at approximately **10 a.m. (ET)**, during which a random electronic draw will be used to select the store where the Grand Prize winner will be drawn. The official representative of the selected store will choose one (1) entry (the “**Grand Prize Selected Entrant**”) from among all eligible entries submitted for the in-store draw.

The odds of winning depend on the number of eligible entries received during the Contest Period in accordance with these Rules.

CONTACTING SELECTED ENTRANTS

An Affiliated Party or designated representative will make at least one (1) attempt to contact the selected Entrant by email or telephone (using the information provided on the entry form) within seven (7) business days of the draw date. If, at the end of the seven (7) business days following the draw date, the selected Entrant cannot be reached or if a notice sent to the selected Entrant is returned as undeliverable, the selected Entrant will, at the sole discretion of the Contest Organizers, be disqualified (and forfeit all rights to the prize in question). In such case, the Contest Organizers reserve the right, at their sole discretion and if time permits, to randomly select another eligible Entrant from among the remaining eligible entries (in which case the provisions set out in this section will apply to the newly selected Entrant).

BEFORE BEING CONFIRMED AS A PRIZE WINNER, each selected Entrant must (a) correctly answer a mathematical skill-testing question without mechanical or other assistance and (b) sign and return, within seven (7) business days of receiving notification, the declaration and release form for the benefit of the Affiliated Parties (the “**Release Form**”), which (among other things) will confirm that the selected Entrant i) has complied with these Rules and (ii) accepts the prize as awarded.

If the selected Entrant (a) answers the skill-testing question incorrectly, (b) fails to return the duly completed **Release Form** within the prescribed time, (c) cannot accept (or refuses to accept) the prize as awarded for any reason, and/or (d) is deemed to have violated these Rules (as determined by the Contest Organizers at their sole discretion), they will be disqualified (and forfeit the prize), and the Contest Organizers reserve the right, at their sole discretion and if time permits, to randomly select another eligible Entrant from among the remaining eligible entries received (in which case the provisions set out in this section will apply to the new selected Entrant). Limit of one (1) prize per Entrant per household.

Each winner agrees that their name, address, voice, likeness, and statements in connection with the Contest, as well as any of the Entrant’s materials and photographs or other likenesses, may be published, reproduced, or otherwise used by or on behalf of the Contest Organizers for advertising or other promotional or commercial purposes in any existing or future medium, including print, radio, television, and the Internet, without further notice or compensation.

TERMS AND CONDITIONS

All Entries become the property of the Contest Organizers. The Contest is subject to all applicable federal, provincial, and municipal laws and regulations.

The decisions of the Contest Organizers are final and binding in all matters relating to this Contest, including any decision regarding 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. Anyone found to have violated these Rules for any reason may be disqualified at any time at the sole discretion of the Contest Organizers.

The Contest Organizers reserve the right, subject only to the approval of Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to withdraw, modify, or suspend this Contest or to amend these Rules any way due to an error, a technical problem, a computer virus, a bug, tampering, unauthorized intervention, fraud, technical failure, or any other cause.

Any attempt to deliberately undermine the legitimate operation of this Contest (at the sole discretion of the Contest Organizers) is a violation of the *Criminal Code* and civil laws. Where applicable, the Contest Organizers reserve the right to seek remedies and recover damages to the fullest extent permitted by law. The Contest Organizers, with the consent of the Régie, reserve the right to cancel, modify, or suspend this Contest or to amend these Rules in any way in the event of an accident, a printing, clerical, or any other error, or for any other reason, without prior notice or obligation. Without limiting the generality of the foregoing, the Contest Organizers reserve the right, at their sole discretion, to administer another aptitude test, if deemed appropriate, depending on the circumstances and/or in order to comply with applicable law.

The Contest Organizers reserve the right, at their sole and absolute discretion, to modify the Contest schedule or any of the dates specified herein without notice, when necessary, in order to verify the compliance of any Entrant or any entry with these Rules, or due to technical problems or any other circumstances that, in the opinion of the Contest Organizers and at their sole discretion, may interfere with the proper administration of the Contest in accordance with these Rules, or for any other reason.

Quebec residents: Any dispute regarding the organization or conduct of a promotional contest may be submitted to the Régie for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie, but only for the purpose of helping the parties reach a settlement.

By entering this Contest, each Entrant authorizes the Contest Organizers and their agents and/or representatives to retain, share, and use the personal information provided on their entry form as it appears in their member account solely for the purposes of administering the Contest and awarding the Prizes, including but not limited to contacting the Entrant about the Contest and their entry. You may also receive additional communications from the sponsor, Sobeys, and/or third party partners (as applicable) about their products, services, upcoming contests and promotional offers if you agree 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 available in such communications.

Please visit <https://www.bonichoix.com/en/privacy-policy/> for details on Sobeys’ privacy policy regarding the use of personal information.

The Contest Rules are available at the courtesy counter of Participating Stores and at <https://www.bonichoix.com/concours/>. The name of the Contest Grand Prize winner will be available on the [website](#) no later than ten (10) days following the draw date and for a minimum period of ten (10) days.

In the event of any discrepancy or inconsistency between the terms and conditions of the French version of these Rules and the disclosures or other statements contained in the Contest documents, the website, the English version of these Rules, and/or point of sale, print, or online advertising materials, the terms and conditions of the French version of these Rules will prevail to the extent permitted by law.