

#### **OFFICIAL RULES ("Official Rules")**

#### **CONTEST NAME** 'Fuze Contest' (the **Contest**)

**SPONSOR AND CONTEST ORGANIZER**. The Contest is conducted by Metro Richelieu Inc. (hereinafter the "Contest Organizer").

**CONTEST PERIOD.** The Contest will run during the following period ("Contest Period")

Contest Start Date: May 22<sup>th</sup> , 2025 Time: 8 h 01 AM, Eastern Time (ET)

Contest End Date: July 5<sup>th</sup>, 2025 Time: Participating Store's closing time

#### ELIGIBILITY

The Contest is open to residents of the province of Quebec and Ontario who are at least 18 years of age and are members of the Moi program at the time of entry.

Excluded: directors, officers, employees, agents and representatives of the Contest Organizer, the Contest Sponsor, any Participating Store, advertising and promotional agencies, suppliers of prizes, goods and services in connection with the Contest, and persons with whom they are domiciled (whether related or not).

#### **NO-PURCHASE-REQUIRED ENTRY**

#### No purchase required to enter or win. A purchase does not increase odds of winning.

The Contest takes places in stores participating to the Moi program and online in the province of Quebec (the "**Participating Stores**"). Participating stores are listed in Appendix A of the Contest Rules.

**MOI member** — To enter, you have to be a MOI program member. If you are not a member, you can sign up at « https://www.programmemoi.ca/ ». To do so, fill out the registration form, providing your first and last name, full address, telephone numbers, date of birth and e-mail address. If you register via the website, choose a user code and password. If you are already a MOI member, please ensure that the information you provided for your MOI registration is up-to-date and consent to its use in this Contest.

**Entry** — During the Contest Period, an eligible person may enter the Contest by purchasing one of the 2 participating Fuze products (the "Participating Product") at one of the participating Stores by presenting his or her MOI Card at the time of purchase or online.

If you are a member but do not have your MOI card with you, go to the service counter to have your sales receipt stamped before leaving the store. Then go to the same store's service counter with your receipt and MOI card to request an adjustment to your points balance and obtain a membership. Only receipts stamped in this way will be accepted.

**No-purchase entry.** To receive a no-purchase entry, legibly write an original handwritten letter of at least 50 words explaining why you love the MOI program, along with your full name, complete address including postal code, telephone number and e-mail address. Present it, during the Contest Period, at the service counter in one of the participating stores along with your MOI card. Your letter will be validated by a representative of the participating store and you will receive an entry form. You can also mail your letter, in an envelope with sufficient postage, to : Service aux consommateurs, 11011, boulevard Maurice-Duplessis, Montréal (Québec), H1C 1V3, to be received at least ten (10) days before the end of the Contest. Your letter will be validated by a representative of the organizer and an entry form will be mailed to you.

Limit. Participants must respect the following limits, failing which they may be disqualified:

- One (1) entry per person per day, per purchase or per no-purchase entry
- One (1) entry per MOI card per day per purchase
- One (1) prize per residence.

#### PRIZE

The prize (the "Prize") to be won and its approximate retail value is:

Description of the Prize (with inclusions and special conditions)	Number of prizes	Approximate value of each prize
An ultimate getaway in Canada valued at \$10,000	One (1)	CAD \$10,000

Chances of winning and number of prizes.

Description of each prize	Chances of winning by price
An ultimate getaway in Canada valued at \$10,000	Depends on the number of valid entries received during the Contest Period.

**Manufacturer's warranty only.** No warranty other than the Prize manufacturer or Supplier's shall be applicable. The Contest Organizer bears no liability relating to the prize once it is delivered.

**Conditions applicable to gift cards.** The Prize is subject to the terms and conditions of use of the Prize Provider.

#### DRAW

Date: August 5<sup>nd</sup>, 2025

The draw takes place at the Contest Organizer's offices, **11011 Maurice-Duplessis, Montreal QC. H1C 1V6** 

Draw details: Random selection of one eligible entry from all valid entries registered during the Contest Period

#### **CLAIMING PRIZES**

To be declared a winner, a selected entrant must:

- a) Be reached by telephone or e-mail, at the sole discretion of the Contest Organizer, within five (5) days of the Draw. Any selected entrant that the Organizer would not be able to reach, despite having taken appropriate and reasonable measures, shall be disqualified, and a new draw to award the Prize shall take place. A selected entrant reached by email must reply according to the instructions therein, if any. Any Prize notification email resulting with an "undeliverable message" shall result in the entrant's disqualification and the selection of a new entrant;
- b) sign the Declaration and Release of Liability Form which will be sent to entrant by the Organizer and return it to the Organizer within 48 hours of the date of its reception;
- c) answer a mathematical skill-testing question correctly, without assistance or mechanical aid;

d) provide photo ID, upon request and in a timely fashion;

Failure to comply with the conditions set out in these Rules or to accept his/her Prize will result in the selected entrant's disqualification. In which case, the Contest Organizer may, at its sole discretion, cancel the Prize or draw again from among the remaining eligible entries until an entrant is selected and declared the winner. If no entrant is declared the winner in sixty (60) days following the initial draw, the Prize will be cancelled.

Within two (2) to four (4) weeks of receiving the duly completed and signed Declaration and Release Form, the Contest Organizer will contact the winner with information on how to collect their Prize.

**Non-acceptance of a Prize.** A selected entrant's refusal to accept a Prize under the terms of these Rules releases the Contest Organizer from any obligation related to awarding the Prize to said person.

**Awarding of the Prize.** No Prize shall be given until the winner is confirmed. The Prize is not transferable and must be accepted as awarded without substitution or cash in lieu, except at the Organizer's sole discretion. The Organizer reserves the right to substitute the Prize (or part of the Prize) of similar nature and equal value or, at its sole discretion, the cash value of the Prize (or part of the Prize) indicated in these Rules.

**Prize claiming costs.** Winners are responsible for all costs and expenses incurred by them in claiming or using a Prize.

**Limited prizes.** In no event shall the Contest Organizer be required to award more prizes than indicated in the Contest Rules or to award prizes otherwise than according to Contest Rules.

#### **GENERAL CONDITIONS**

**Disgualification.** All Contest-related documents, including but not limited to, entry forms, scratch cards, and Declaration and Release Forms, are subject to verification by the Contest Organizer. Contest Organizer reserves its rights, at its own discretion, to cancel any entry if such Entry was made by purchasing a product or products which was/were later returned by the participant. Such participant will have the opportunity to enter the Contest using the "No purchase required entry" if the delay set in these Rules is respected. Incomplete, illegible, mutilated, fraudulent or deteriorated entries as well as entries containing printing or other errors or that have been tampered with, spoiled, modified, falsified, reproduced or illegally obtained shall be rejected. Entrants who do not comply with these Rules are subject to be excluded from this Contest and any future contests and promotions the Organizer may hold, including, but not limited to, any entrant guilty or suspected: (i) of tampering with materials, entry forms, entry processing or the Contest's conduct or any technical or mechanical element of the Contest, or (ii) of deliberately damaging Contest-related Web sites, Web pages or applications or of sabotaging the legitimate conduct of this Contest, or (iii) of breaking these Rules, or (iv) of using means that do not comply with the Rules or are unfair to other entrants, or (v) to have obtained entries exceeding the authorized limit provided in the Rules, or (vi) to have used several names, identities, e- mail addresses and/or any automated system or program to enter or participate in the Contest, or (vii) to have disrupted the conduct of the Contest in any other way, or (viii) of acting unfairly or to adversely affect, annoy, abuse, threaten or harass another person. ANY ATTEMPT BY AN ENTRANT OR OTHER PERSON TO DELIBERATELY DAMAGE A WEB SITE, EQUIPMENT, APPLICATION OR TECHNOLOGY USED FOR THE CONTEST OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST CONSTITUTES A VIOLATION OF CIVIL AND CRIMINAL LAWS. THE ORGANIZER RESERVES THE RIGHT, IN SUCH CASE, TO REPORT SAID PERSON TO THE AUTHORITIES AND DEMAND FROM SAID PERSON ALL DAMAGES ALLOWED BY LAW.

**Declaration and Release Form.** By entering or attempting to enter this Contest, any selected entrant releases and holds harmless the Contest Organizer, the Contest Sponsor, the NFL Entities, their parent companies, any company, corporation, trust or other legal entity controlled by or affiliated to

them, any Participating Store, Facebook in the case of a Facebook contest, their advertising and promotional agencies, the providers of prizes, goods or services for the Contest, as well as their respective directors, officers, associates, employees, agents, representatives, successors and assigns (collectively the **"Released Parties"**) from any and all liability relating to the Contest (participation, conduct, advertising, rules, etc.) or the prize (claim, use, etc.). In order to be declared a winner, selected entrants will have to sign a Declaration and Release Form confirming their compliance with the Contest Rules and this release of liability in favour of the Released Parties.

Limitation of liability. Without limiting the generality of the above release, the Released Parties disclaim any and all liability for any of the following: (i) any misprint (or other error) found in the offer or documents regarding the administration of the Contest, including, but not limited to, errors in the promotion, official Contest Rules, announcement of the winner(s), awarding of the prize(s), or any malfunctioning of or problems or technical difficulties with any networks, phone lines, SMS systems, computer component, software or communications line, loss or lack of network communications, or any transmission that is faulty, incomplete, incomprehensible or erased by any computer, server or service provider or software, virus, bug, PC failure, software and hardware configuration, or failed transmission of any email or other communication to the Contest Organizer or to an entrant for whatever reason, including any network congestion or web site crash that may limit a person's ability to participate in the Contest; (ii) late, lost, stolen, damaged, undelivered, improperly delivered, incomplete or inaccurate entries; (iii) failure to receive entries due to transmission problems or any other technical failure, including, but not limited to, the malfunctioning of any network, server, service provider, hardware or software, whether attributed to the sender or the recipient that may limit or prevent a person's participation in the Contest; (iv) any damages that may be caused, directly or indirectly, in whole or in part, notably to entrant's or other person's system or device, by any Web page, software or other download or by the transmission of any information concerning the Contest.

**Web site**. The Contest Organizer does not guarantee that access to or use of the Contest Web site will be uninterrupted during the Contest Period or error-free.

**Contest cancellation, suspension or modification**. The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest, in whole or in part, should human intervention or an event occur, such as a system problem with registering all entries, that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.

**Termination of participation in the Contest**. Should the Contest have to close, in whole or in part, before the end of the Contest Period, the Contest Organizer may, at its sole discretion, proceed with a random draw from among the eligible entries duly registered during the Contest Period or, as the case may be, up to the date of the event ending this Contest.

**Personal information**. By participating, entrants consent to the collection, use and disclosure of their personal information by the Organizer and/or its authorized agents for the purpose of administering the Contest and awarding prizes. In accepting a prize, a winner authorizes the Contest Organizer and its representatives to use, if need be, his/her name, address (city, province), voice, statements, photo, likeness and other representations and recording for advertising purposes in all media including, but not limited to, the Internet, without further notice or compensation. Each entrant may be required to sign a document to that effect.

**Intellectual property and copyright.** In submitting a photo, composition, design or other work (the "**Work**") for this Contest, the entrant guarantees that the work is free of third-party rights and that the entrant, holding all required rights, submits the Work and authorizes, including, but not limited to, its use, modification, transfer, adaptation, publication, communication, or distribution in any format, media or technology whatsoever, including, but not limited to, television, information technology, wireless or online. The entrant agrees to provide, upon request, proof that he/she holds the copyright/intellectual

property rights to the Work and indemnify and hold harmless the Contest Organizer from and against all claims, actions, proceedings arising from any use of the Work.

**Ownership**. All Contest-related information and documents, including but not limited to, entry forms, scratch cards, and Declaration and Release Forms, information of a technical or operational nature or regarding designs, information systems, software, logos, trademarks and intellectual property are and remain the sole property of the Contest Organizer and will in no case be returned to participants.

**Entrant identification**. For the purpose of the Contest Rules, the entrant is the person who is linked to the scanned MOI card during the purchase of the Participating products, and the Prize will be awarded to this person if he/she is selected and declared a winner. In the event of a dispute regarding the identity of the person who submitted an entry form, it will be deemed to have been submitted by the authorized account holder associated with the email address provided at the time of submission. "Authorized account holder" is defined as the natural person to whom an email address is assigned by an Internet or online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

**Contest Organizer's Decisions.** Any decision by the Contest Organizer or its representatives regarding the Contest is final and without appeal.

**Facebook.** If the Contest is hosted on Facebook, by entering, Contest participants confirm that they indemnify and hold harmless Facebook from and against all liability and damages whatsoever arising from their participation in the Contest and acknowledge that the Contest is in no way sponsored, approved or administered by or associated with Facebook. Information provided by entrants is provided to the Contest Organizer and not to Facebook.

**Miscellaneous.** By entering the Contest, entrants agree to be bound by the Contest Rules and the decisions of the Organizer, which are final and without appeal in all matters, including, but not limited to, decisions regarding entry eligibility or disqualification and awarding of prizes. The Contest is subject to all applicable laws and regulations. Only selected entrants will be contacted. If a section of the Contest Rules is declared invalid or unenforceable by a court of competent jurisdiction, that section shall be considered invalid; all unaffected sections will remain valid.

**Contest Rules in French and English.** In the event of a conflict between the terms of the Contest rules in French and the terms of the Contest rules in English, the terms of the Contest rules in French shall prevail.

**Contest Rules**. The Contest Rules are available on the "https://www.programmemoi.ca/" website.

Legal Services Rev. 2013.02.19

# Appendix A

# Participating Banners

Metro QC & ON

Super C

Food Basics

## **APPENDIX B**

### PARTICIPATING PRODUCT METRO QC

Code SAP	Produit
42866701	Fuze thé gl.can citron QC 12x341ml
42866702	Fuze thé gl.can zéro suc.cit.QC 12x341ml
42866703	Fuze thé gl.can framboise QC 12x341ml
42866704	Fuze thé gl.can pêch.blanche QC 12x341ml
42866705	Fuze thé gl.can vert citronn.QC 12x341ml

## PARTICIPATING PRODUCT METRO ON

Code SAP	Produit
42866601	Fuze thé gl.can citron QC 12x341ml
42866602	Fuze thé gl.can zéro suc.cit.QC 12x341ml
42866603	Fuze thé gl.can framboise QC 12x341ml
42866604	Fuze thé gl.can pêch.blanche QC 12x341ml
42866605	Fuze thé gl.can vert citronn.QC 12x341ml

## PARTICIPATING PRODUCT SUPER C

Code SAP	Produit
42866701	Fuze thé gl.can citron QC 12x341ml
42866702	Fuze thé gl.can zéro suc.cit.QC 12x341ml
42866703	Fuze thé gl.can framboise QC 12x341ml

# PARTICIPATING PRODUCT FOOD BASICS

Code SAP	Produit
42866601	Fuze thé gl.can citron QC 12x341ml
42866602	Fuze thé gl.can zéro suc.cit.QC 12x341ml
42866603	Fuze thé gl.can framboise QC 12x341ml
42866604	Fuze thé gl.can pêch.blanche QC 12x341ml
42866605	Fuze thé gl.can vert citronn.QC 12x341ml