



## OFFICIAL RULES

**CONTEST NAME:** Win 2 x \$500 gift cards Metro and Sail (**Contest**)

**DATE:** October 10, 2019

- 1. ORGANIZER.** The Contest is held by Metro Richelieu Inc. ("**Organizer**" or "**Contest Organizer**").
- 2. CONTEST PERIOD.** The contest takes place during the following period ("**Contest Period**" )

Start of contest:

Date: October 17, 2019

Time: 8:00 am (Eastern Time)

End of contest:

Date: October 30, 2019

Time: Store closing (Eastern Time)

Notwithstanding the above, the Contest will end before the end of the Contest Period should the supply of entry forms be exhausted.

### 3. ADMISSIBILITY

The Contest is open to residents of the province of Quebec who have reached the age of majority on the date of registration.

The Contest is not open to the directors, officers, executives, employees, agents, representatives, and affiliates of the Contest Organizer, of Facebook if the Contest is held on Facebook, of any Participating Store, nor of advertising and promotional agencies, the suppliers of prizes, goods, and services for the Contest, nor the persons with whom they are domiciled (whether or not they are related).

#### 4. PARTICIPATION / NO PURCHASE REQUIRED

No purchase is required to enter or win the Contest. A purchase does not increase the chances of winning.

The Contest takes place at the participating Metro Richelieu Inc. stores in the province of Quebec ("**Participating Stores**"). See annex for addresses of participating Metros.

In total, approximately 38,000 entries were printed for distribution during the Contest Period through Participating Stores. The number of winning entries is:

Prize description	Number of prizes
<b>\$500 Metro gift card</b>	<b>1</b>
<b>\$500 Sail gift card</b>	<b>1</b>

**Participation** – Visit a Participating Store.

An entry form will be given to you.

Fill out the official registration form by hand, including your name, complete address with city and postal code, phone number, email address and year of birth.

All data fields of the entry form must be completed unless it is indicated that the information is optional.

Answer the mathematical question correctly.

Drop the entry form into the draw box of the Participating Store.

Only original ballots filled in by hand will be eligible; no photocopies or other reproduction of entries will be accepted.

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

One (1) registration per person per day, both by purchase and by participation without purchase.

#### 5. PRIZES

The prizes that are available to be won and their approximate retail value are as follows:

Description (with inclusions and special conditions)	Number of prizes	Approximate value per prize
<b>Metro gift card</b>	1	\$500
<b>Sail gift card</b>	1	\$500

**Chances of winning and number of prizes.**

Description of each prize	Chances of winning per prize
<p><b>Metro gift cards</b></p> <ul style="list-style-type: none"> <li>• The value of the gift card is in Canadian dollars;</li> <li>• The use of the gift card is subject to the terms and conditions set out on the back of the card;</li> <li>• With each use of a gift card, the amount of the transaction is deducted from the gift card, and the balance is retained until the next use, until the balance reaches \$0;</li> <li>• With each use of a gift card, the gift card's balance is indicated on the sales receipt for the transaction;</li> <li>• Your gift card has no expiry date nor time limit for use after a first transaction;</li> <li>• The Contest Organizer cannot be held responsible for the loss, theft, or unauthorized use of your gift card. Should any of these situations happen, you will not be able to recover the amount of your balance. Please take good care of your gift card.</li> </ul>	<p>Depends on the total number of valid entries registered during the Contest Period, but will never be less than 1 in 38,000.</p>
<p><b>Sail gift cards</b></p> <p>The SAIL gift card cannot be refunded or exchanged. The gift card can be used at any time to pay for in-store purchases, but <b>cannot be used to pay for purchases online or exchanged for cash (not redeemable)</b>. Gift cards have no cash value except where required by law. They do not have an expiration date. Damaged or modified gift cards will not be accepted. In case of loss, theft or unauthorized use, we will not replace the gift card. In case of return of an item paid with a gift card, a new gift card will be issued at the refund amount. You can find out the current balance of a gift card by checking your receipt or by consulting sail.ca. The use of a gift card establishes acceptance of these terms.</p>	<p>Depends on the total number of valid entries registered during the Contest Period, but will never be less than 1 in 38,000.</p>

**Manufacturer's warranty only.** No warranty other than that of the manufacturer or supplier of the prize will apply. The Organizer has no responsibility for the prize once awarded.

The Participating Store is not responsible for any breakage or damage in the event that the prize is displayed in the store.

## 6. DRAW

Date of draw: November 13, 2019  
 Time: 10:00 am (EST)

The draw will take place at the &CO Collaborateurs Créatifs agency, located at 7070, Beaubien Street East, Montreal, Quebec H1M 1B2.

Details: A random selection of 1 eligible entry will be made from among all valid entries registered during the Contest Period.

## 7. PRIZE CLAIM PROCESS

In order to be declared the winner, the selected entrant must:

- a) be reached by phone or email, at the sole discretion of the Contest Organizer, within ten (10) days of the draw. Any selected entrant who cannot be reached through appropriate and reasonable steps taken by the Organizer during this period will be disqualified, and a new draw will be held to select a new entrant. When a selected entrant is contacted by email, they will be required to respond by following the instructions given therein, if applicable. Any email notification of a prize that receives a statement that the message could not be delivered will result in the disqualification of the entrant, and a new draw will be held to select a new entrant;
- b) sign the Declaration and Release Form which will be sent by the Organizer and return it to the Organizer within 15 days from the date of receipt;
- c) have answered correctly and without any assistance whatsoever, including mechanical, the mathematical skill-testing question;
- d) upon request and in a timely manner, provide photo ID;
- e) claim the prize within a maximum of 60 days following the end of the Contest, by contacting Maryse Papineau at [maryse.papineau@etco.ca](mailto:maryse.papineau@etco.ca) or at 514 353-9595 at the agency & CO Creative Collaborators; 7070 Beaubien Street East, Montreal, Quebec H1M 1B2.

Failure to comply with one of the conditions mentioned in these rules or to accept the prize, the selected entrant will be disqualified. In such event, the Contest Organizer may, at its discretion, cancel the prize or re-draw from the remaining eligible entries until a participant is selected and declared a winner. If no entrant is declared a winner within sixty (60) days of the original draw, the prize will be cancelled.

Within two (2) to four (4) weeks of receipt of the completed and signed Declaration Form, the Contest Organizer will contact the winner to inform them of the terms for taking possession of their prize.

**Refusal to accept a prize.** Should a selected entrant refuse to accept the prize as awarded under the terms of these Rules, the Contest Organizer shall be released from any and all obligation related to that prize towards that person.

**Awarding of prizes.** No prize will be awarded unless the winner has been confirmed. Prizes are not transferable. Prizes must be accepted as awarded, without substitution, cash or otherwise, except at the sole discretion of the Organizer. The Organizer reserves the right to substitute another prize in lieu of the awarded prize (or in lieu of part of the awarded prize) of

the same nature and of equivalent value or, to its sole discretion, the monetary value of the awarded prize (or of the part of the awarded prize) specified in these Rules.

Any costs or expenses incurred by the winners in relation to the claiming of or use of a prize are the sole responsibility of the winners.

**Limit of prizes.** The Contest Organizer will in no case and under no circumstances be required to award more prizes than specified in these Rules, nor to award a prize otherwise than in accordance with these Rules.

## 8. GENERAL CONDITIONS

**Disqualification.** All materials related to the Contest, including but not limited to the Entry Forms and Declaration and Release Forms, are subject to verification by the Contest Organizer. Entries with errors will be disqualified as ineligible, as will entries that are incomplete, illegible, mutilated, fraudulent, spoiled, misprints, or having been tampered with, altered, falsified, reproduced, or obtained illegally. Entrants who fail to comply with these Rules may be excluded from this Contest and from any contests or promotions that the Organizer may hold in the future, including, without limitation, any entrant who is found guilty or suspected of having tampered with forms or materials, the processing of entries, the operation of the Contest, or any technical or mechanical element of the Contest, or who is found guilty or suspected of deliberately damaging the websites, webpages, and applications related to this Contest, or of sabotaging the Contest the legitimate operation of the Contest, of having contravened these Contest Rules, for example, by using a means contrary to the present Contest Rules or otherwise being unfair to other entrants (i.e.,: entries in quantities beyond the permitted limit) or of having acted unfairly or in such a manner as to harm or intend to annoy, torment, threaten, or harass another person. ANY ENTRANT OR ANY OTHER PERSON WHO DELIBERATELY UNDERTAKES TO DAMAGE ANY WEBSITE, EQUIPMENT, APPLICATION, OR TECHNOLOGY USED IN THE CONTEST OR INTEGRAL TO THE LEGITIMATE OPERATION OF THE CONTEST, IS COMMITTING A CRIMINAL OFFENSE AND A CIVIL WRONG, AND IN SUCH CASES THE ORGANIZER RESERVES THE RIGHT TO REPORT THE PERSON TO THE JUDICIARY AUTHORITIES AND TO REQUIRE OF THE PERSON ALL DAMAGES THAT THE LAW MAY ENABLE THE ORGANIZER TO CLAIM.

**Declaration and Release Form.** By entering or attempting to enter this Contest, any entrant selected for a prize releases from all liability the Contest Organizer, its parent company, any company, trust, or other legal entity controlled by or related to them, any Participating entrant, the *Régie des alcools, des courses et des jeux*, Facebook if the Contest is held on Facebook, advertising and promotional agencies associated with the Contest, and suppliers of prizes, goods, and services for the Contest, and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors, and assigns (collectively, the “**Beneficiaries of the Exemption**”) of any damages and liability relating to the Contest (entry, operation, announcement, Rules, etc.) or relating to the prize (claim, use, etc.). In order to be declared a winner, selected entrants will be required to sign the Declaration and Release Form, which contains a statement of compliance with the Contest Rules and confirms this release of liability in favour of the Beneficiaries of the Exemption.

**Limit of liability.** Without limiting the generality of the exemption above, the Beneficiaries of the Exemption disclaim any and all liability with respect to (i) any typographical (or other) error contained in the offer or in documents related to the administration of the Contest, including but not limited to errors in advertising, official Rules, announcements of winners, awarding of prizes, or malfunction, problems, or technical difficulties experienced with networks, telephone lines, SMS messaging systems, any computer component, any software, or any line of communication relating to the loss or absence of network communication, or to any transmission that is faulty, incomplete, incomprehensible, or deleted by any computer, servers, or service provider, or any software, virus, computer bug, computer failure, or I/O configuration software or hardware, or failed attempt to forward any email or other communication to the Contest Organizer or entrant, for any reason, including congestion on any network or failure of any site that may limit the possibility for any person to participate in the Contest; (ii) any late, lost, stolen, delayed, undelivered, damaged, misdirected, incomplete, or inaccurate entries; (iii) failure to receive entries due to transmission problems or technical failures of any kind, including, without limitation, the malfunction of any network, servers, ISPs, hardware or software, whether attributable to the sender or the addressee, which may limit or prevent the opportunity for any person to participate in the Contest; (iv) any damage that may be caused, directly or indirectly, in whole or in part, in particular to the entrant's or any other person's computer system or technological device, by the downloading of any webpage, software, or other, and/or by the transmission of any information related to the Contest.

**Operation of the website.** The Contest Organizer does not in any way guarantee that the Contest website will be accessible or functional without interruption during the Contest Period, or that it will be free of errors.

**Cancellation, suspension, or modification of the Contest.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend this Contest, in whole or in part, should an event occur that interferes with the Contest operation, such as technical difficulties with the computer system tasked to record all entries, or any human intervention that may in any way alter or influence the administration, safety, impartiality, or operation of the Contest as provided for in these Rules, and subject to the approval of the *Régie des alcools des cours et des jeux du Québec*, as required.

**End of contest entry.** In the event that the Contest is terminated in whole or in part prior to the end of the Contest Period, the random draw may, at the discretion of the Contest Organizer, be held from among those eligible entries duly registered during the Contest Period or, if applicable, eligible entries received until the date of the event that ended the Contest Period.

**Personal information.** By entering the Contest, entrants consent to the collection, use, and disclosure of their personal information by the Contest Organizer and/or its authorized agents for the purpose of administering the Contest and awarding prizes. By accepting a prize, winners authorize the Contest Organizer and its representatives to use, as required, their name, address (city, province), voice, statement, photograph, image, and other representations and recordings, for advertising purposes, in all media including but not limited to the internet, without further notice and without any form of remuneration. Entrants may be required to sign a confirmation to this effect.

**Intellectual Property and Copyright.** By submitting a photograph, musical piece, creation, or other type of work (the “**Work**”) in the context of this Contest, the entrant guarantees that Work is free of all third-person rights, and the entrant guarantees they hold the legal rights necessary to submit the Work and, in particular but without limitation, to authorize the Organizer to use, modify, transfer, adapt, disseminate, communicate, or distribute it in any broadcast medium, media, or technology, including but not limited to television, information technology, wireless, or online. The entrant agrees to provide, upon request, proof of the rights they hold to the Work, and the entrant indemnifies the Organizer in the event of any claim, request, suit, or litigation arising from any and all use of the Work.

**Property.** All information and materials related to the Contest, including but not limited to entry forms, scratch cards, Declaration and Release Forms, technical, technological, or operational information, design information, computer systems, software, logos, trademarks, and intellectual property, are and remain the exclusive property of the Contest Organizer. None of this information and none of these documents will be returned to entrants.

**Contest entrant identification.** For the purposes of these Rules, the entrant is the person whose name appears on the entry form, and it is to this person that the prize will be awarded if their entry is selected and they are declared a winner. Should a dispute arise regarding the identification of the author of an entry form, the entry form will be deemed to have been submitted by the authorized account holder whose name is associated with the email address provided at the time of entry. “Authorized Account Holder” means the natural and legal person to whom an email address is assigned by an Internet Service Provider or Online Services Provider or by another company that assigns email addresses for the domain associated with the email address submitted.

**Decision of the Contest Organizer.** Any decision of the Contest Organizer or of its representatives concerning this Contest is considered final and without appeal, subject to any decision of the *Régie des alcools, des courses et des jeux du Québec* in relation to any matter within its jurisdiction.

**Dispute / Residents of Quebec.** Any dispute as to the organization or operation of an advertising Contest may be submitted to the *Régie des alcools, des courses et des jeux* for resolution. 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.

**Quebec’s *Régie des alcools, des courses et des jeux*.** The *Régie des alcools, des courses et des jeux du Québec* is in no way bound by the Contest and cannot be held responsible in any way whatsoever for any matter relating to the Contest.

**Facebook.** If the Contest is hosted on the Facebook platform, anyone who participates in the Contest confirms that it releases Facebook from any liability or damage of any nature whatsoever that may result from its participation in the Contest and acknowledges that the Contest is not sponsored, endorsed or administered by Facebook or associated with Facebook. The information provided by the participants is provided to the Contest Organizer and not to Facebook.

**Miscellaneous Provisions.** By entering the Contest, entrants agree to be bound by these Contest Rules and by the decisions of the Organizer, whose decisions are final and binding in all respects, including but not limited to decisions regarding Contest eligibility or disqualification of entries, and the awarding of prizes. The Contest is subject to all applicable laws and regulations. Only selected entrants will be contacted. Should any paragraph of these Rules be declared illegal or unenforceable by a competent court, then that paragraph will be considered invalid, but all other paragraphs will remain applicable.

**Rules.** Contest rules are available at "Participating Stores" locations. See annex for addresses of participating Metros.

### Annex List of Participating Stores

434	Metro Larouche Chicoutimi	992	Saguenay Est	Saguenay	418 543-4521
778	Metro Plus Lebel La Pocatière	615	1 <sup>re</sup> Rue	La Pocatière	418 856-3827
22614	Metro Plus Matane	750	av. du Phare Ouest	Matane	418 562-4434
22625	Metro Trois-Pistoles	634	rue Richard, R.R. 1	Trois-Pistole	418 851-2044
22628	Metro Plus Rimouski	92	2 <sup>e</sup> Rue Ouest	Rimouski	418 723-6941
22638	Metro Plus Jonquière	2350	rue St-Hubert	Saguenay	418 547-6611
22639	Metro Alma	370	av. Bégin Sud	Alma	418 662-3611
22647	Alimentation Alexandre Pelletier Inc.	30	boul. St-Benoit Est, local 10	Amqui	418 629-3560
22656	Alimentation Vincent Guay	633	rue Commerciale Nord, local 100	Témiscouata-sur- le-Lac	418 854-2177
22678	Alimentation André Fortin	2892	av. du Pont Nord	Alma	418 662-9230
22709	Marché Turgeon	1550	Talbot	Saguenay	418 543-7394
22912	Marché Pelletier	1760	boul. Benoit-Gaboury	Mont-Joli	418 775-8848
4123	Metro du Témis Dégelis	605	av. Principale	Dégelis	418 853-5560
4127	Metro Plus Boutin Dolbeau-Mistassini	99	8 <sup>e</sup> Avenue	Dolbeau-Mistassini	418 276-0361
4131	Metro Boutin St-Félicien	1200	boul. St-Félicien	St-Félicien	418 679-1431
4149	Metro Sagamie Jonquière	2655	boul. Du Royaume	Saguenay	418 548-8246
4967	Metro Sirois Rimouski	465	boul. St-Germain Ouest	Rimouski	418 722-0722
22356	Alimentation Vincent Saumure Inc.	939	boul. Albiny-Paquette	Mont-Laurier	819 623-6984
284	Metro Lapointe Maniwaki	100	rue Beaulieu	Maniwaki	819 449-1699