

## **FUEL UP LIKE THE IMPACT WITH NUTRILAIT CONTEST**

### **1. ELIGIBILITY**

1.1 To be eligible for this contest ("Contest"), an individual must:

- a. be a legal resident of the province of Quebec; and
- b. have reached the age of majority in the province of Quebec at the time of entry.

1.2 Those ineligible to enter the contest are:

- a. employees, representatives and agents of Saputo Dairy Products Canada G.P., including its affiliates, subsidiaries and related corporations; (collectively the "Sponsor");
- b. employees, representatives and agents of the suppliers of the Prizes (hereinafter defined) awarded in this Contest;
- c. employees, representatives and agents of the Sponsor's advertising, promotional and media agencies, Bob Agence Inc. or Montreal Impact;
- d. people involved in the development, production and distribution of materials related to the contest; and
- e. the immediate family of any of the aforementioned persons, or persons with whom such persons are domiciled. In these Contest rules "immediate family" means husband, wife, spouse, mother, father, brother, sister, son and daughter, whether or not they reside in the same household.

1.3 The Sponsor has the right to require, at any time, proof of identity, age and/or eligibility of any participant in the Contest (the "Participant") to allow the Participant to enter the Contest. Failure to provide such proof to the Sponsor within five (5) days of the request could result in disqualification, at the Sponsor's sole discretion.

1.4 All information supplied to the Sponsor for the purpose of this Contest must be truthful, accurate and complete.

### **2. CONTEST PERIOD**

The Contest opens on May 14, 2018 at 10:00 a.m. Eastern Daylight Time ("EDT") (the "Contest Opening Date") and closes on June 26, 2018 at 10:00 a.m. EDT (the "Contest Closing Date") (the period between the Contest Opening Date and the Contest Closing Date is the "Contest Period").

### **3. HOW TO ENTER THE CONTEST**

Note: The masculine is used for brevity and without discrimination.

- 3.1 There is no purchase necessary to enter the Contest. The Participant may enter the Contest by visiting [www.nutrilait.ca/en/smoothies](http://www.nutrilait.ca/en/smoothies). To participate, the Participant must read and accept these rules, click to vote for their favourite smoothie, complete the entry form and click "Participate" for one (1) entry (the "Entry").
- 3.2 A Participant may only submit one (1) Entry during the Contest Period. If a Participant submits more than one (1) Entry, only the first Entry that satisfies the requirements of these rules will be eligible to this Contest. The additional Entries will be considered null and void.
- 3.3 The Sponsor may, at its sole discretion, disqualify any Participant who submitted multiple Entries in violation of these rules.
- 3.4 The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s).
- 3.5 Use of any automated system to submit an Entry is prohibited and will result in disqualification. The Participant must post the Entry in his own name and a proxy cannot be given to this effect, failing which the Participant will be disqualified.
- 3.6 In the event of a dispute regarding the identity of a Participant, the authorized account holder of the email address submitted at the time of entry will be deemed the Participant. A Selected Participant (as defined below) may need to provide proof that he is the authorized account holder of the email address submitted with the selected entry.
- 3.7 Entries are subject to verification and will be declared invalid if they are received outside the Contest Period.

#### **4. PRIZES**

##### **4.1 Description of Prizes**

- 4.1.1 Ten (10) prizes shall be awarded during this Contest, each consisting of one (1) Vitamix and one (1) year's worth of Nutrilait products as selected by the Sponsor (each a "Prize").
- 4.1.2 The approximate retail value of each Prize is one thousand one hundred and fifteen dollars in Canadian currency (C\$1,115).

##### **4.2 Awarding of the Prizes**

- 4.2.1 Each Prize will be sent to each Winner (as defined below) by postal mail within thirty (30) days following the receipt of the reception of the response of the Participant to the private message or email from the Sponsor or the Administrator (hereinafter defined) of the Contest, in accordance with paragraph 5.3 of these Contest rules.

5. **WINNERS' SELECTION**

5.1 Each Participant may win a maximum of one (1) Prize only.

5.2 Selected Participants for a Prize

5.2.1 On June 27, 2018, 10:00 a.m. EDT at the office of Bob Agence Inc. (the "Administrator") located at 774 Saint-Paul Street West, Montreal, Quebec, H3C 1M5, ten (10) Participants will be selected by random draw (the "Draw"), among all the eligible Entries received during the Contest Period as a potential winner of a Prize (each a "Selected Participant").

5.2.2 The odds of winning depend on the number of eligible Entries received during the Contest Period.

5.3 Requirements to be declared Winner

5.3.1 In order to be declared a Winner (hereinafter defined), a Selected Participant must comply with the conditions set out in the following paragraphs.

5.3.2 Each Selected Participant will be notified by telephone or by email within seven (7) business days of the Draw. To be declared a Winner (as defined in the next paragraph), a Selected Participant must respond to the message within five (5) business days of the date of the message, failing which, he will be disqualified from the Contest and forfeit the Prize. The Sponsor may then, at its sole and absolute discretion, select another eligible Participant in accordance with this paragraph 5.3 or declare the Prize forfeit. A new Selected Participant is subject to disqualification if he/she does not comply with this paragraph.

5.3.3 Before being declared a Prize winner (a "Winner"), each Selected Participant must : (i) complete and sign a declaration and release form (a "Declaration and Release Form") confirming his full consent and compliance with these Contest rules and, as permitted by law, releasing the Sponsor and any other organization in association with the Prize, the granting of the Prize or the Contest, together with their respective directors, officers and employees of all responsibility for any injury, accident, loss or misfortune relating to the Contest, Prize or granting of the Prize; (ii) correctly answer, with no assistance of any kind, the mathematical skill-testing question included in the Declaration and Release Form; and (iii) return the signed Declaration and Release Form to the Sponsor or as directed on the Declaration and Release Form by the date indicated on the Declaration and Release Form.

5.3.4 In the event that a Selected Participant does not correctly answer the mathematical skill-testing question or if the Declaration and Release Form duly completed and executed by the Selected Participant is not received by the Sponsor before the date indicated on the Declaration and Release Form, the Sponsor may, at its sole discretion, select another Participant by

random draw from among the remaining valid Entry Forms in accordance with this paragraph 5.3 or declare the awarding of the Prize forfeit. Each new Selected Participant is subject to disqualification if he/she does not comply with this section.

5.4 Any incidental expense or other cost not specifically listed in these rules as part of a Prize is solely the responsibility of the Winner. The Sponsor is not required to offer any prize other than the Prizes described in these rules.

5.5 A Winner is not entitled to the monetary difference between the actual Prize value and the stated approximate value if any.

## **6. GENERAL CONDITIONS**

6.1 The full text of these rules are available on [www.nutrilait.ca/en/smoothie/rules](http://www.nutrilait.ca/en/smoothie/rules) (the "Contest Website").

6.2 The Prize must be accepted as awarded and is not transferable or convertible to cash. No Prize substitution is permitted, except at the Sponsor's sole and entire discretion. The Sponsor may substitute the Prize, or a part thereof, with a prize of equal or greater value. Any portion of the Prize not accepted by a Winner will be forfeited. The Sponsor will not be responsible if any event or other factors beyond its reasonable control result in the cancellation of the Contest or prevent the Contest or any part thereof from being fulfilled. The Sponsor makes no express or implied warranties of any kind with respect to the safety, appearance or performance of any aspect of the Prize. By accepting the Prize, the Winner acknowledges that the only warranties applicable to any aspect of the Prize, if any, are the warranties provided by the supplier of the Prize to the Sponsor that are transferable and/or the manufacturer's warranty. In no circumstance whatsoever will the Winner have any recourse against the Sponsor with respect to any element of any Prize or the Contest.

6.3 Any attempt to damage the Contest Website (as defined below) or any other website related to the Contest, or the legitimate operation of this Contest is a violation of criminal and civil laws. In such cases, the Sponsor has the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

6.4 There will be no correspondence pertaining to the Contest except with each Selected Participant and each Winner.

6.5 All Entries and Declaration and Release Forms become the property of the Sponsor.

## **7. INDEMNIFICATION BY PARTICIPANT**

By entering the Contest and as permitted by law, a Participant:

- releases the Sponsor and its respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all liability for any injury, loss or damage of any kind to the Participant or any other person, including personal injury or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a

Prize, participation in this Contest, any breach of these Contest rules, or in any Prize-related activity;

- agrees to fully indemnify the Sponsor and its directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all claims by third parties relating to the Contest, without limitation.

## 8. CONDUCT

8.1 By entering this Contest, the Participant agrees to be bound by these rules, which are posted on the Contest website as set out below throughout the Contest Period.

8.2 The Sponsor reserves the right, at its sole discretion, to disqualify any Participant it finds to be:

- violating these Contest rules;
- tampering or attempting to tamper with the entry process or the operation of the Contest Website or any other website related to the Contest;
- acting in an unsportsmanlike, unfair or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

## 9. LIMITATION OF LIABILITY

9.1 The Sponsor assumes no responsibility or liability for lost, delayed, destroyed or misdirected Entries, emails or any computer, online, telephone, hardware, software or technical malfunctions that may occur.

9.2 The Sponsor is not responsible for any incorrect or inaccurate information, whether caused 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 administration of the Contest.

9.3 As permitted by law, the Sponsor reserves the right, with the consent of the *Régie des alcools, des courses et des jeux* (the “Régie”) if required, to cancel, suspend or modify the Contest, should a virus, bug, computer problem, unauthorized human intervention or other cause beyond the Sponsor’s control, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest.

## 10. RELEASE / PRIVACY / USE OF PARTICIPANT INFORMATION

10.1 By entering this Contest, each Participant agrees to the Sponsor’s use of his personal information for the purposes of administering the Contest and awarding the Prize and acknowledge that his personal information will not be provided to any third parties, other than as provided for in these rules.

10.2 By accepting the Prize, each Winner grants the Sponsor permission to use his name, address, photograph, video, likeness, voice, Prize information and/or biographical information for publicity and promotional purpose without further compensation unless prohibited by law.

**11. INTELLECTUAL PROPERTY**

All intellectual property and all of the promotional materials, web pages and source code are owned by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized use or copy of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited. NUTRILAIT is a registered trademark owned by Saputo Dairy Products Canada G.P.

**12. LAWS**

These are official Contest rules. This Contest is subject to federal, provincial and municipal laws and regulations and is governed by the laws of Québec. Void where prohibited. These Contest rules are subject to change, with the Régie's consent, without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.

**13. LITIGATION**

Any litigation respecting the conduct or organization of the Contest may be submitted to the Régie for a ruling. 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.

**14. POSTING OF WINNERS' NAMES**

Within thirty (30) days of the Draw, the Sponsor shall post the Winners' names on the Contest Website. This information shall stay on the Contest Website for a period of at least thirty (30) days.