

## SAPUTO "IT'S OK TO BRING YOUR OWN ARMSTRONG CHEESE" CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE CONTEST IS OPEN TO ELIGIBLE RESIDENTS OF A PROVINCE OR TERRITORY OF CANADA AS SPECIFIED IN THE RULES BELOW. VOID ELSEWHERE AND WHEREVER PROHIBITED.

### 1. ELIGIBILITY

- 1.1 To be eligible for this contest ("**Contest**"), an individual must:
- a. be a legal resident of a province or territory of Canada; and
  - b. have reached the age of majority in the province or territory of his/her residence 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 Prizes (hereinafter defined) awarded in this Contest;
  - c. people involved in the development, production and distribution of materials related to the Contest; and
  - d. 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 or be declared a Winner (as defined herein). 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. The Sponsor reserves the right to disqualify any Participant should his/her Entry (hereinafter defined) include false, inaccurate or incomplete information.

### 2. CONTEST PERIOD

The Contest opens October 2, 2023, at 8:00:00 am ET and closes on October 23, 2023, at 8:00:00 am ET (the "**Contest Period**").

### 3. HOW TO ENTER THE CONTEST

- 3.1 No purchase is necessary to enter the Contest.
- 3.2 During the Contest Period, a social GIF will be launched on Armstrong social media (@armstrongcheese on Instagram and Facebook) featuring multiple products in a fridge. Participant must guess the correct amount of Armstrong cheeses he/she sees within the visual. Alternatively, Participants can enter the contest directly on the website link at <https://www.armstrongcheese.ca/en/its-ok-to-bring-your-own-armstrong-cheese> (the "**Contest Website**") where the GIF will also appear. The same GIF will be used for the entire duration of the contest.

- 3.3 Participants must submit an answer on the entry form of the Armstrong Cheese website at the Contest Website at <https://www.armstrongcheese.ca/en/its-ok-to-bring-your-own-armstrong-cheese>.
- 3.4 A Participant must provide his/her first and last names, valid e-mail, province or territory of residence, indicate his or her guess of the number of Armstrong products featured on the social GIF and click submit. Each complete entry form will qualify as one (1) entry into the Contest (each an "**Entry**"). Participant can enter a maximum of 1 entry per day during the Contest Period.
- 3.5 If a Participant enters more than one (1) answer a day, only the first entry that day that satisfies the requirements of these rules will be eligible for this Contest. For an Entry to be eligible, the answer submitted by the Participant must be the correct number of Armstrong products featured on the social GIF (each an "**Eligible Entry**"). There is only one possible correct answer. The Sponsor may, at its sole discretion, disqualify any Participant who has submitted multiple answers a day in violation of these rules.
- 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 the Entry will be deemed the Participant. A Selected Participant (as defined below) may need to provide proof that he or she is the authorized account holder of the email address submitted with the selected Entry.
- 3.7 The sole determinant of time for the purposes of receipt of a valid Entry in this Contest will be the Contest server machine(s).
- 3.8 Use of any automated system to submit an Entry is prohibited and will result in disqualification.
- 3.9 Entries are subject to verification and will be declared invalid if they are received outside the Contest Period.

#### **4. PRIZE AND ODDS OF WINNING**

##### **4.1 Description of Prize**

- A total of five (5) prizes shall be awarded for this Contest: one (1) grand prize (the "**Grand Prize**") and four (4) secondary prizes (each a "**Secondary Prize**"). Each of the Grand Prize or Secondary Prizes may herein be referred to a "**Prize**" or the "**Prizes**." The total approximate value for all Prizes is Seven Thousand Five Hundred and Fifty-Seven dollars and Forty cents in Canadian currency (\$7557.40 CAD).
- 4.1.1 The Grand Prize consists of one (1) Smeg retro style orange fridge + one (1) year of free Armstrong Cheese products in the form of vouchers (1 coupon x 52 weeks). The approximate retail value of the Grand Prize is Four Thousand Two Hundred and Thirty-One dollars and Forty-Eight cents in Canadian currency (\$4231.48 CAD). Sponsor reserves the right at its sole discretion to substitute the Grand Prize for one of equal or greater value or to allow a Grand Prize transfer. Redemption of Grand Prize is subject to the conditions set forth in Section 5.
- 4.1.2 Each Secondary Prize consists of 1 year of free Armstrong Cheese products in the form of vouchers (1 coupon x 52 weeks). The approximate retail value of each Secondary Prize is Eight Hundred and Thirty-One dollars and Forty-Eight cents in Canadian currency (C\$831.48).

## 4.2 Odds of Winning

The odds of winning a Prize will depend upon the total number of Eligible Entries received from the Participants during the Contest Period. Limit of one (1) Grand Prize. Limit of one (1) Secondary Prize per person, excluding the Grand Prize Winner. A Participant cannot win both the Grand Prize and a Secondary Prize.

## 4.3 Prize Winners

On October 23, 2023 at 12:00 pm ET at the Sponsor's office located at 2365 Chemin de la Côte-de-Liesse, Saint-Laurent, QC, Canada H4N 2M7, five (5) Participants from all Eligible Entries received during the Contest Period will be selected (each a "**Selected Participant**") by random draw (the "**Draw**"). The first Selected Participant will be deemed to be the potential winner of the Grand Prize. The second through fifth Selected Participant will each be deemed to be a potential winner of a Secondary Prize.

## 4.4 Awarding of the Prizes

4.4.1 Each Selected Participant will be notified by e-mail the week of October 23, 2023. If a Selected Participant fails to respond within seven (7) days from the time of the initial contact, the Selected Participant 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 Section 4.3, or annul the awarding of the Prize. The new Selected Participant is subject to disqualification if he/she does not comply with this Section.

4.4.2 Before being declared a Prize winner (a "**Winner**"), each Selected Participant must:

- a. complete and sign a declaration and release form (a "**Declaration and Release Form**") confirming his/her full compliance with these Contest rules and releasing the Sponsor and any other organization in association with the granting of the Prize or the Contest, together with their respective employees, of all responsibility for any personal injury, accident, loss or misfortune relating to the Contest, Prize or granting of the Prize;
- b. correctly answer, with no assistance of any kind, the mathematical skill-testing question included in the Declaration and Release Form; and
- c. return the Declaration and Release Form to the Sponsor within seven (7) days of the initial contact.

4.4.3 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 Eligible Entries in accordance with Section 4.3.

## 5. GENERAL CONDITIONS AND EXCLUSIONS

5.1 All Prizes must be accepted as awarded and are not transferable or convertible to cash. No Prize substitution is permitted, except at the Sponsor's sole and entire discretion. The Sponsor may substitute a Prize, or a part thereof, with a prize of equal or greater value. Any portion of a Prize not accepted by a Winner will be forfeited. The Sponsor will not be responsible if any event results in the cancellation of the Contest or if other factors beyond its reasonable control 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. In no circumstance whatsoever will a Winner have any recourse against the Sponsor with respect to any element of any Prize or the Contest.

- 5.2 A Winner is not entitled to the monetary difference between the actual Prize value and the stated approximate value if any.
- 5.3 The full text of these rules is available at the Contest Website at <https://www.armstrongcheese.ca/en/its-ok-to-bring-your-own-armstrong-cheese>.
- 5.4 Any attempt to damage the Contest Website or any related website, 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.
- 5.5 No correspondence pertaining to the Contest will be entered into except with each Selected Participants and the Winners.
- 5.6 Entries are subject to verification and will be declared invalid if they are received outside the Contest Period or are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.
- 5.7 All Entries and Declaration and Release Forms become the property of the Sponsor.

## **6. INDEMNIFICATION BY PARTICIPANT**

- 6.1 By entering the Contest, a Participant:
- a. 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;
  - b. 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.

## **7. CONDUCT**

- 7.1 By entering this Contest, the Participant agrees to be bound by these rules, which are posted on the Contest Website throughout the Contest Period.
- 7.2 The Sponsor reserves the right, in its sole discretion, to:
- a. remove any Entries which are deemed inappropriate, including that do not satisfy the entry criteria as set out in Section 3, according to the Sponsor; and
  - b. disqualify any individual who is found:
    - (i) to be tampering with the entry process or the operation of the Contest;
    - (ii) to be acting in violation of the rules;
    - (iii) to be in violation of any of the entry submission conditions specified in Section 3;
    - (iv) to be acting in an un-sportsmanlike or disruptive manner; or

- (v) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Sponsor's sole discretion.

## **8. LIMITATION OF LIABILITY**

- 8.1 The Sponsor assumes no responsibility or liability for lost, delayed, destroyed or misdirected Entries, Declaration and Release Form or email (or for any computer, online, telephone, hardware, software or technical malfunctions that may occur).
- 8.2 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.
- 8.3 As permitted by law, the Sponsor reserves the right, with the consent of the Régie (as defined below) if necessary, 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.

## **9. RELEASE / PRIVACY / USE OF PARTICIPANT INFORMATION**

- 9.1 By entering this Contest, the Participant agrees to the Sponsor's use of his/her personal information for the purposes of administering the Contest and awarding the Prize and acknowledges that his/her personal information will not be provided to any third parties, other than as provided for in these rules.
- 9.2 By accepting a Prize, a Winner grants the Sponsor permission to use his/her name, address, photograph, likeness, voice, Prize information and/or biographical information for publicity and promotional purpose without further compensation unless prohibited by law.

## **10. 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. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited. SAPUTO is a registered trademark owned by Saputo Dairy Products Canada G.P.

## **11. LAWS**

These are official Contest rules. This Contest is subject to federal, provincial and municipal laws and regulations. Void where prohibited. These Contest rules are subject to change, subject to the consent of the Régie if necessary, 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.

## **12. RESIDENTS OF THE PROVINCE OF QUEBEC**

Any litigation respecting the conduct or organization of the Contest may be submitted to the *Régie des alcools, des courses et des jeux* (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.

**13. WINNERS' NAMES**

Within thirty (30) days of the awarding of the Prize, any Participant who wishes to know the Winners' names may write to [armstrongcheese@saputo.com](mailto:armstrongcheese@saputo.com) obtain a list of the Winners.