

"FEATURED PRODUCTS OD " CONTEST

OFFICIAL RULES

(hereinafter the "Rules")

NO PURCHASE REQUIRED. CONTEST RESERVED FOR QUEBEC RESIDENTS. DO NOT ENTER IF YOU DO NOT WISH TO COMPLY WITH THE RULES BELOW.

1. **CONTEST PERIOD AND ORGANIZER:** The "FEATURED PRODUCTS OD" contest (hereinafter the "Contest") is organized by Couche-Tard Inc. (hereinafter the "**Contest Organizer**"). The Contest begins on October 12, 2021 at 12:00:01 a.m. Eastern Time (hereinafter "ET") and ends on November 8, 2021 at 11:59:59 p.m. ET (hereinafter the "**Contest Period**"). The clock used by the Contest Organizer will be the official clock to determine the date and time of receipt of an Entry (as that expression is defined below).
2. **ELIGIBILITY:** The Contest is open to legal residents of Quebec aged eighteen (18) years or over on the date of their entry in the Contest. The following people cannot participate in the Contest: employees, agents and/or representatives of the Contest Organizer, of Bell Media Inc. (hereinafter "**Bell Media**"), their subsidiaries, their related companies, advertising and promotional agencies, licensees, franchisees, partners, retailers, distributors, suppliers of prizes, equipment and services related to this Contest and/or any other stakeholder directly related to the holding of this Contest, as well as members of their immediate family. For the purposes hereof, "immediate family" refers to father, mother, brothers, sisters, children, legal or de facto spouse, and all persons with whom the persons mentioned in this section reside.
3. **HOW TO ENTER: NO PURCHASE REQUIRED.** You need internet access and a valid email address.

During the Contest Period:

- 3.1 Go to a participating Couche-Tard establishment (hereinafter a "**Participating Establishment**" and collectively the "**Participating Establishments**"), locate the featured products and identify their UPC code (depending on product availability, while supplies last). Featured products will be advertised (i) in Couche-Tard ads that will be promoted on various Bell Media platforms; (ii) within the Participating Establishments; and (iii) on the Website (as that term is defined below).
- 3.2 Visit concourscouchetard.com (hereinafter the "**Website**") and go to the Contest page. Fill out all the mandatory fields of the electronic entry form (hereinafter the "**Entry Form**"), (i) providing your name, email address, postal address, (ii) correctly answer the skill-testing mathematical question (hereinafter the "**Mathematical Question**"); and (iii) enter the UPC code of at least (1) Featured Product up to a maximum of (5) UPC codes per Entry Form. You will also need to confirm that you are eligible to enter the Contest and that you have read and agreed to comply with these Rules and the Contest Organizer's Privacy Policy. Once you are done, click on the "submit" icon to submit your Entry Form. Upon receipt of the confirmation message, you will then be automatically entered in the Contest. In doing so, you will obtain one (1) Entry in the Contest for each valid UPC code entered in your Entry Form up to a maximum of five (5) entries (each an "**Entry**" and collectively, the "**Entries**"). For clarity, one (1) valid UPC code = one (1) Entry; five (5) valid UPC codes = five (5) Entries.

LIMITS: One (1) Entry Form per person, per email address, per day.

To be eligible, the entrant must have (i) provided the correct answer to the Mathematical Question; and (ii) entered valid UPC codes, subject to the other conditions stipulated in these Rules. Entry Forms, if any, are subject to verification by the Contest Organizer and/or Bell Media. Any Entry Form which is, as the case may be, incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, transmitted late, which does not include the mention of UPC codes, or is otherwise non-compliant will be automatically rejected and will not give right to an Entry or a Prize.

The entrant must submit each Entry personally. The entrant may only use one (1) email address in connection with this Contest. Mechanically reproduced or falsified Entries are void. All Entries must be received during the Contest Period. All Entries become the sole property of the Contest Organizer and will not be returned. Any attempt by an Entrant to procure more than the determined number of Entries, using multiple email addresses, social media accounts, identities, registrations, login details, or any other method will result in the cancellation of the Entrant's Entries, and the latter may be disqualified at the Contest Organizer's sole discretion. The use of any automated system (including, but not limited to: Entries submitted by robots, scripts, macro commands or other automated service) to enter is prohibited and will result in Entrant's disqualification.

4. **PRIZES:** There is one (1) Grand Prize and two (2) Second Prizes available to be won during the Contest Period.

FIRST PRIZE

There is one (1) grand prize (hereinafter the "**Grand Prize**") available to be won consisting in ten thousand Canadian dollars (\$10,000 CAD) in cash.

SECOND PRIZES

There are two (2) second prizes (each a "**Second Prize**" and collectively the "**Second Prizes**") available to be won, each consisting in one (1) Air Canada Electronic Gift Card valued at two thousand Canadian dollars (\$2,000 CAD) from Air Canada applicable via the <http://www.aircanada.com> website.

The following conditions apply to each Second Prize:

- a) General conditions of gift cards and Air Canada website apply;
- b) the Contest Organizer is not responsible for lost, stolen, damaged or expired gift cards;
- c) the winner is solely responsible for making all necessary arrangements related to the travel booking;
- d) all costs and expenses other than those mentioned above will be the responsibility of the winner and/or their guest (s), including, transport, personal insurance, non-included taxes and tips, meals, drinks, personal expenses and gasoline;
- e) the winner is responsible for complying with all travel notices and advisories, including those issued by the Government of Canada, as well as health standards in effect at the time of travel; and
- f) the winner must comply with the rules communicated by Air Canada.

The Grand Prize and the Second Prizes are hereinafter individually called a "**Prize**" and collectively the "**Prizes**". The total approximate retail value of the Prizes is fourteen thousand Canadian dollars (\$14,000 CAD).

5. **SELECTION.** On December 7, 2021 at 10:00 a.m. ET, in Laval, at the offices of the Contest Organizer located at 4202 Boul. Industriel, Laval (QC) H7L 0E3, three (3) Entries will be randomly selected from among the eligible Entries received during the Contest Period (for clarity, one (1) selected entrant will be the Grand Prize winner and two (2) selected entrants will be Second Prize winners). The odds of winning a Prize depend on the number of eligible Entries received during the Contest Period. **Limit: One (1) Prize per person and per residence during the Contest Period.**
6. **HOW TO CLAIM A PRIZE:** If you are selected as a potential Prize winner, you will be notified by email or telephone within six (6) business days of the draw. Potential winners must sign a declaration and release form (the "**Declaration Form**"), return it to the Contest Organizer's designated representative by fax or email in the manner specified on this form within five (5) business days of receipt, and comply with the Contest Rules.

In order to be declared a winner, any selected person must:

- 6.1.1 be reached within forty-eight (48) hours following the Contest Organizer's notice;
- 6.1.2 have correctly answered, unaided, and within a limited timeframe, the Mathematical Question appearing on the Entry Form; and
- 6.1.3 sign the Declaration Form and return it within forty-eight (48) hours of receipt.

By entering this Contest, all entrants agree to be bound by these Rules. Should the selected person fail to comply with any of the conditions mentioned in the above paragraph or any other condition specified in these Rules, their Entry will be cancelled and, if time permits, a new selection will be made for this Prize in accordance with these Rules or, at the Contest Organizer's discretion, through a random draw from among the finalists or all entrants until one entrant is selected and declared a winner, without affecting the order of the awarding of other Prizes.

GENERAL CONDITIONS

- 7. Legal Disclaimer – operation of the Contest.** The Contest Organizer, its subsidiaries, affiliated companies, their advertising and promotional agencies, licensees, franchisees, partners, retailers, distributors and all other stakeholders related to the Contest, as well as their officers, directors, shareholders, employees, agents, successor representatives and respective assigns (hereinafter referred to as the “**Released Parties**”) will not be held responsible for Entry Forms received late, lost, damaged, misdirected, spoiled, truncated, illegible or incomplete. Proof of transmission (screen capture or screenshot, etc.) does not constitute proof of delivery. The Released Parties are not responsible for any problems that may arise, including technical failures related to telephone network lines, online computer systems, servers, Internet service providers, computer hardware, software, viruses, bugs, personal computer and/or software failures and hardware configurations or non-receipt of an email by the Contest Organizer or an entrant for any reason, including line congestion on the Internet or any Website, or any combination of these factors. The Released Parties are not responsible for any damage to a user's system resulting from entering the Contest or downloading information required to enter the Contest.
- 8. Legal disclaimer – Contest Entry and/or Prizes.** By entering or attempting to enter the Contest, any entrant releases the Released Parties from any liability in connection with any damage that they may suffer as a result of their entry or attempted entry in the Contest. By accepting a Prize, any selected entrant releases the Released Parties from any liability for any damage they may suffer as a result of the acceptance or use of their Prize. In order to be declared a winner and prior to obtaining their prize, any selected person undertakes to sign a Declaration Form to this effect, if required.
- 9. Disqualification.** The Contest Organizer reserves the right to deny an entrant the right to enter the Contest or to win a Prize if it determines, at its sole discretion, that the entrant has attempted to interfere with the proper running of the Contest by cheating, hacking, deception or other unfair practices (including the use of rapid automatic entry programs) or that they have attempted to annoy, abuse, threaten or harass other entrants or the Contest Organizer. The Contest Organizer reserves the right to exclude any entrant who does not comply with these Rules or who refuses to participate in any investigation or inquiry regarding a lack of compliance. Any attempt by an entrant or any other person to deliberately damage a Website or interfere with the smooth operation of the Contest, including any fraudulent claim, may constitute a violation of criminal and civil laws. In such a case, the Contest Organizer reserves the right to exercise remedies and claim damages to the fullest extent permitted by law. Any entrant involved in any of the above activities could be declared ineligible and forfeit any Prize won. The Contest Organizer reserves the unconditional right, at its sole discretion, to reject any Entry Form if it suspects that it was generated by a script, a macro command, a robotic reproduction, automatic programming or other automatic process, or if it violates these Rules.
- 10. Non-compliance/eligibility.** Any entrant who would be named a winner in this Contest and who does not comply with the Rules will be automatically disqualified and another selection will be made to select a winner. Any designated winner who does not comply with the Rules must inform the Contest Organizers and/or Bell Media as soon as soon as they are contacted.
- 11. Entrant identification.** For the purposes of these Rules, the entrant is the person whose name appears on the Entry Form. The Prize will be awarded to this person if selected and declared a winner. In the event of a dispute as to the identity of the person who submitted an online Entry Form, the Entry Form will be deemed to have been submitted by the authorized account holder of the email address provided at the time of registration. The authorized account holder refers to the natural person to whom an electronic address is assigned by an Internet access or service provider or by any other body responsible for assigning electronic addresses for the domain to which the given electronic address belongs. Selected winners may be required to provide proof of identity, including a driver's license or other photo identification.
- 12. Prize acceptance.** Any Prize must be accepted as described in these Rules and cannot be transferred to another person, substituted for another prize or be exchanged, in whole or in part, for money, subject to what is specified in the paragraph below.
- 13. Prize substitution.** In the event that it is impossible, difficult and/or more expensive for the Contest Organizers to award a Prize (or a portion of the Prize) as described in these Rules, they reserve the right to award a prize (or a portion of a prize) of the same nature and of equivalent value or, at their sole discretion, the value of the prize (or portion of the prize) indicated in the Rules in cash.
- 14. Refusal to accept a prize.** The refusal of any selected person in accordance with these Rules to accept a Prize under the terms of these Rules releases the Contest Organizers from any Prize-related obligation towards this person.
- 15. Disputes (Quebec residents only).** Any dispute regarding the organization or conduct of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (hereinafter 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.

16. **Modification.** The Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest, in whole or in part, should an event, error or human intervention occur that could corrupt or affect the administration, security, impartiality or operation of the Contest as specified in these Rules, subject to the Régie's approval, if required.
17. **Premature end of the Contest.** In the event that the computer system is not able to record all Contest entries during the Contest Period for any reason whatsoever, or if entry in the Contest should end, in whole or in part, before the end date specified in these Rules, the Contest Organizers will make a random selection from among the entries duly recorded during the Contest Period or, where applicable, until the date of the event that ended entry in the Contest.
18. **Responsibility of the prize supplier.** Anyone selected for a Prize acknowledges that upon receipt of a letter confirming their Prize, the delivery of services related to this prize becomes the full and sole responsibility of the prize **OR** service provider. A declaration to this effect will be included in the Declaration Form.
19. **Authorization/personal information.** The Contest Organizer and its authorized agents (including Bell Media) will collect, use and disclose the personal information you provided when you entered the Contest to manage and administer the Contest and to award the Prize. Winners authorize the Contest Organizer, the prize sponsors and their representatives to use their name, photograph, image, voice, place of residence (city and province) and/or Prize-related statement for advertising purposes, without any form of compensation, at their discretion and without restriction as to the period of use, in any media and on a global scale (including, but not limited to, on the Website, the Websites of the Contest Organizers) for the purposes of advertising or for any other purpose deemed relevant. A declaration to this effect will be included in the Declaration Form. No communication, commercial or otherwise, unrelated to the Contest, will be sent to the entrant, unless otherwise agreed. To learn more about the Contest Organizer's personal information practices, please see its Privacy Policy at: <https://www.couche-tard.com/privacypolicy?lang=en>
20. **Access to the Website, if applicable.** The Released Parties do not guarantee that access to the Website will be uninterrupted or error-free during the Contest Period.
21. **Inability to act/labour dispute.** The Released Parties will not be held responsible in any way whatsoever in all cases where their inability to act results from an event or a situation beyond their control (quake, earthquake, war, act of terrorism, fire, flood, storm, riot, insurrection, popular movement, fire or any other case of force majeure) or from a strike, lock-out or any other labour dispute in their establishments or in the establishments of organizations or businesses whose services are used to hold this Contest.
22. **Communication with entrants.** No communication or correspondence will be exchanged with entrants within the framework of this Contest except with those selected for a Prize or for the purpose of validating the personal information of specific entrants (e.g.: email, phone number).
23. **Decisions of the Contest Organizers.** Any decision of the Contest Organizers or their representatives regarding this Contest is final and without appeal, subject to any decision of the Régie with respect to any matter under its jurisdiction.
24. **Divisibility of paragraphs.** If any paragraph of the Rules is declared or found to be illegal, unenforceable or void by a competent court, then that paragraph will be considered void, but all other paragraphs that are not affected will be applied to the extent permitted by law.
25. **Applicable laws.** This Contest is subject to all federal and provincial laws of the province of Quebec. This Contest is subject to all applicable municipal, provincial and federal laws and regulations.

GURU 355ML 2 / 5\$ OU 3 / 7\$
GURU REGULIER
GURU LITE
GURU MATCHA
GURU EAU ÉNERGIE - LIME
GURU EAU ÉNERGIE - GRENADE
GURU EAU ÉNERGIE - PAMPLEMOUSSE
GURU YERBA MATE
GURU GUAYUSA
SHAKER 12 X 355 ML & 473ML
SHAKER TROPICAL TWIST
SHAKER HEART BREKER
SHAKER TROPICAL TWIST
SHAKER HEART BREKER
SHAKER SELTZER MIX PACK 6PK
SHAKER SELTZER MIX PACK 12PK
SHAKER FRAISILOW SELTZER
NESTLÉ CHOCOLAT 40-60G 3 / 3,33\$
AÉRO CHOC LAIT FORMAT ORD
COFFEE CRISP 48 FORMAT ORD
SMARTIES ORDINAIRE
KIT KAT 4 BÂTONNETS AU LAIT
ROLO 10 MORCEAUX TUBE
BIG TURK FORMAT ORDINAIRE
MIRAGE ORDINAIRE
CRUNCH ORDINAIRE
AÉRO BLANC
KIT KAT 4 BÂTONNETS CHOCOLAT NOIR 70%
TURTLES ORIGINAL BARRE 3 MORC
AFTER EIGHT BARRE CHOCOLAT NOIR
AÉRO MENTHE
MACKINTOSH BARRE AU TOFFEE
KIT KAT 4 BÂTONNETS CHOCOLAT BLANC
AÉRO OR - GOLD
KIT KAT 4 BÂTONNETS OR - GOLD
KITKAT CHUNKY LAIT
KITKAT CHUNKY PÂTE À BISCUIT
KITKAT CHUNKY CAMEL
AÉRO CHOCOLAT NOIR ET LAIT
KIT KAT CHUNKY POP CORN
COFFEE CRISP DOUBLE DOUBLE
KIT KAT 70%
PEPSI 591ML 2 / 4,50\$
7 UP
7 UP DIETE
CRUSH ANANAS
CRUSH CERISE

CRUSH LIME DEGOUT
CRUSH ORANGE
CRUSH RAISIN
CRUSH SODA MOUSSE
DR PEPPER CERISE
DR. PEPPER
MOUNTAIN DEW
MOUNTAIN DEW BAYA BLAST
MOUNTAIN DEW BAYA PUNCH
MOUNTAIN DEW CODE RED
MOUNTAIN DEW DIETE
MOUNTAIN DEW SANS CAFEINE
MOUNTAIN DEW SUPERNOVA
MOUNTAIN DEW VOLTAGE
MOUNTAIN DEW WHITE OUT
MUG RACINETTE
PEPSI
PEPSI CERISE FOLIE
PEPSI CRYSTAL
PEPSI DIETE
PEPSI DIETE SANS CAFEINE
PEPSI GINGER
PEPSI LIME
PEPSI ZERO SUCRE
PEPSI NEXT
PEPSI RETRO
PEPSI TWIST CITRON
SCHWEPPES GING ALE
PEPSI MANGUE
PEPSI PETITS FRUITS
PEPSI BLEU