CONTEST RULES

FAST FUEL and NEEDS
MOVE THE NEEDLE - FREE FUEL FOR A YEAR 2022
(the "Contest")

1. AIR MILES®

Enrollment in the AIR MILES® Reward Program is required to receive email invitations for this Contest. If you are not enrolled in the AIR MILES® Reward Program, you may enroll online at www.airmiles.ca. By enrolling to become an AIR MILES® Collector in the AIR MILES® Reward Program, you agree to be bound by the terms and conditions of the AIR MILES® Reward Program as amended from time to time.

2. Eligibility

The Contest is open only to legal residents of New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island (the "Participating Provinces") who have reached the age of majority in their province of residence on the date that they entered the Contest. Void where prohibited by law. Employees, directors, and officers of the Administrator, Sobeys Capital Incorporated (the "Administrator") and the Sponsor, Sobeys Capital Incorporated (the "Sponsor") and its parent companies, affiliates, franchisees, subsidiaries, distributors, representatives, advertising and promotional agencies, agents, sponsors, and any entity that they contract with specific to the Contest, as well as the immediate family members, and any persons domiciled with any of the above (whether related or not), are not eligible to win a Prize.

3. Timing

The Contest runs from 11:59pm Wednesday June 8th, 2022 and ends 11:59pm on Thursday August 11th, 2022 (the "Contest Period"). Hours and dates of operation of each Participating Store may vary.

4. How to Enter with Purchase

You will receive one (1) entry into the Contest per transaction, provided that your AIR MILES® Card is swiped at the checkout at the time of purchase at any of the participating Fast Fuel and Needs stores located in the Participating Provinces (each a "Participating Store") and you comply with the entry requirements of these Contest Rules. (See list of Participating Stores in Schedule A).
Unlimited purchase entries per person per Contest Period.

5. How to Enter without Purchase

No purchase is necessary. To participate, you must take the following steps:

a.) To enter the contest visit our social media pages or this link https://linktr.ee/needsconvenience and fill out the Contest form with your First Name, Last Name, phone number, and Email Address.
b.) There are 7 ways to enter the contest:

- **Visit us on Facebook for a Daily Entry:** Limit one (1) Contest entry per person, per day, per Contest Period.
- **Visit @needsconvenience on Instagram:** Limit one (1) Contest entry per person, per day, per Contest Period.
- **Follow @NeedsStores on Twitter:** Limit one (1) Contest entry per person, per day, per Contest Period.
- **Retweet @NeedsStores on Twitter:** Limit one (1) Contest entry per person, per day, per Contest Period.
- **Tweet on Twitter:** Limit one (1) Contest entry per person, per day, per Contest Period.
- **Click for a Daily Bonus Entry:** Limit one (1) Contest entry per person, per day, per Contest Period.
- **Refer Friends for Extra Entries:** Limit ten (10) Contest entries per person, per Contest Period.

You may need to have cookies enabled on your browser and be required to log on to your social media accounts to access some of the contest entry mechanisms.

6. Entries

Entries generated by script, macro, robotic, programming or any other automated means are prohibited and will be disqualified. Entries attributed to multiple accounts operated by the same user on a single social media platform may be a violation of the applicable platform's terms of service and will not be valid for entry. The Sponsor and the Administrators shall not be responsible for entries which are late, lost, damaged, misdirected, mutilated, garbled, illegible, delayed or incomplete.

The Sponsor and the Administrators reserve the right in their sole discretion to disqualify entries where they are deemed to be obscene, defamatory, unlawful or otherwise in poor taste, such entries will be deemed ineligible. The Sponsor and the Administrators reserve the right, in their sole discretion, to edit any entries or to remove any copyrighted content. Entries must not include any illegal, defamatory or in any way obscene content. By entering this Contest you (i) represent that your entry is your original work and does not infringe on any third party's copyright, trade-mark or other intellectual property rights, (ii) that you have all necessary rights from any third party that appears, or is mentioned, in the entry, including those from the parent or legal guardian if third party is under the age of majority; (iii) grant the Sponsor and the Administrators, an unlimited, royalty free, irrevocable, right and license to reproduce, post and/or broadcast the entry in any form of media now known or hereinafter developed; (iv) waive all moral rights in the entry in favour of the Sponsor and the Administrators, (v) agree to release, indemnify, discharge and hold harmless the Sponsor and the Administrators, their respective parent, subsidiary and affiliated companies, and their respective officers, directors, employees, agents and representatives from any claim or liability arising from or related to the entry, participation in this Contest, and/or acceptance and or use of any prize awarded, and (vi) consent to the publication and/or use, in any medium of your entry, name, city of residence, photograph and/or image for publicity purposes carried out by the Sponsor and the Administrators or their advertising and promotional agencies without payment or compensation of any kind. The Sponsor and the Administrators assume no

responsibility for any claims against infringement of the right of privacy with respect to any Submission submitted.

7. Grand Prize Description

There is one (1) grand prize to be won. Grand prize consists of $4,500.00 CAD awarded as Sobeys gift cards (in the form of nine (9) $500 gift cards) (the "Prize")†. The approximate retail value of the Grand Prize is $4,000.00 (CAD).

The Grand Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Grand Prizes must be accepted as awarded. The Sponsor reserves the right to substitute any Grand Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of the Grand Prize, such as any fee associated with the receipt and/or use of the Grand Prize. Please allow up to four (4) weeks for delivery or fulfillment of the Grand Prize.

All terms and conditions of the gift card apply to the Prize.

The following conditions apply:

- The value of gift cards is in Canadian dollars.
- All terms and conditions of any gift card apply to that portion of the Prize. Gift Card increments will be allocated at the Sponsor's discretion.
- The Sponsor and Administrator cannot be held responsible for any loss, theft or unauthorized use of your gift cards. If one of these situations were to occur, you would not be able to recover the amount of your balance. So, take care of your gift cards.
- Any other expenses related to the acceptance of the prize will be at the winner's expense.
- Each prize must be accepted as awarded and cannot be transferred, sold, or exchanged for money (unless the Sponsor explicitly allow it, at their exclusive discretion). No price substitution will be possible, except at the discretion of the Sponsor. They reserve the right, at their exclusive discretion, to replace the prize, or a portion of it, with another prize of equivalent or higher value, including, but at the exclusive discretion of the Sponsor, with a cash amount. The prize will be awarded only to the person whose full verifiable valid name and email address are listed on the Account associated with the participation in the Contest.
- The Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Prizes must be accepted as awarded. The Sponsor reserves the right to substitute any Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of the Prize, such as any fee associated with the receipt and/or use of the Prize.
- If a portion of the Prize is not used, no compensation will be awarded.

- You must sign the Sponsor's release form (the "Release") in order to receive and participate in the Prize.

† The Prize is the equivalent dollar value of a one (1) year supply of gas based on filling a mid-sized vehicle 3 times per month with 60 litres of gas at an average retail price of $2.05 CAD per litre.

8. Secondary Prize Description

There are three (3) secondary prizes to be won. Secondary prizes consist of a total of $6,000.00 of Sobeys gift cards (each a "Secondary Prize"). The actual retail value of each Secondary Prize is $2,000.00 (CAD).

# of Prizes	Prize Description	Actual Retail Value
1	A total of $2,000.00 in Sobeys gift cards.	$2,000.00
1	A total of $2,000.00 in Sobeys gift cards.	$2,000.00
1	A total of $2,000.00 in Sobeys gift cards.	$2,000.00

The following conditions apply:

- The value of gift cards is in Canadian dollars.
- All terms and conditions of any gift card apply to that portion of the Prize. Gift Card increments will be allocated at the Sponsor's discretion.
- The Sponsor and Administrator cannot be held responsible for any loss, theft or unauthorized use of your gift cards. If one of these situations were to occur, you would not be able to recover the amount of your balance. So, take care of your gift cards.
- Any other expenses related to the acceptance of the prize will be at the winner's expense.
- Each prize must be accepted as awarded and cannot be transferred, sold or exchanged for money (unless the Sponsor explicitly allow it, at their exclusive discretion). No price substitution will be possible, except at the discretion of the Sponsor. They reserve the right, at their exclusive discretion, to replace the prize, or a portion of it, with another prize of equivalent or higher value, including, but at the exclusive discretion of the Sponsor, with a cash amount. The prize will be awarded only to the person whose full verifiable valid name and email address are listed on the Account associated with the participation in the Contest.
- The Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Prizes must be accepted as awarded. The Sponsor reserves the right to substitute any Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of the Prize, such as any fee associated with the receipt and/or use of the Prize.
- If a portion of the Prize is not used, no compensation will be awarded.

- You must sign the Sponsor's release form (the "Release") in order to receive and participate in the Prize.

9. Odds

The odds of winning are dependent on the total number of eligible entries received during the Contest Period.

10. Draw Details

Random draws will occur at Sobeys Head Office 123 Foord Street, Stellarton, Nova Scotia from all eligible entries received during the Contest Period (each a "Draw"). The Draws will occur on August 16, 2022. You do not need to be in attendance to be selected. Where there are multiple draws for multiple prizes, you are only eligible to win once.

11. Winner Contact Details

If you are chosen to be eligible to win a Prize, you will be contacted within fourteen (14) days of the Draw at the telephone number or email address you provided at the time of entry. If you have not provided a telephone number you are not eligible to win a prize. In order to be declared a winner, you will be directed to visit a local Participating Store where you must produce a piece of government-issued photo identification for the purpose of identity verification. You must then correctly answer without assistance a mathematical skill testing question and sign a Release form (the "Release"). The original copy of the Release may be signed at that time or taken away and returned within ten days. Upon verification of the completion and correctness of the answer to the skill-testing question, and execution of the Release, you may be declared a winner. In case of dispute concerning the identity of the individual who submitted an in-store entry with an AIR MILES® Collector Account, the entrant will be deemed to be the account holder of the AIR MILES® Collector Account under which the entry was submitted. In case of a dispute concerning the identity of the individual who submitted an online entry with email, the entrant will be deemed to be the account holder of the email address under which the online entry was submitted. In case of a dispute concerning the identity of the individual who submitted an Entry via Instagram, Twitter or Facebook, the Entrant will be deemed to be the account holder of the Instagram, Twitter or Facebook account under which the Entry was submitted.

12. Forfeit of Prize

If you cannot be reached within five (5) days of our first attempt to contact you, do not answer the skill testing question correctly, or otherwise fail to comply with these Contest Rules, then the Prize will be forfeited and another entry will be randomly selected from among the remaining eligible entries as per these Contest Rules. This process of selecting a Prize winner will be repeated until all Prizes eligible to be won have been awarded.

13. Use of Personal Information

By entering the Contest and voluntarily providing your personal information as described in these Contest Rules, you agree to the collection, use and disclosure by the Administrator (and where applicable, the Sponsor), and its respective employees and/or authorized agents, of your personal

information, for the purpose of administering the Contest, including—but not limited to—contacting you with respect to the Contest if you are a selected entrant. Personally identifiable information will only be used to administer the Contest and for no other purpose, except as specifically outlined in these Contest Rules. Personally identifiable information will not be sold, shared or disclosed by the Administrator to any third party, other than to the Sponsor or a third party engaged by the Administrator or Sponsor for the purpose of administering the Contest, or if required by law with the exception that aggregated information may be used by or shared amongst the Administrator and its subsidiaries and affiliates, or shared by the Administrator with third parties in accordance with our Privacy Commitment available at https://www.sobeys.com/en/privacy-policy.

14. Publicity Consent

By entering the Contest, you agree that if you are determined to be a winner, the Administrator and the Sponsor may use your name, comments, voice, likeness, municipality of residence and picture in any advertising, promotion or publicity carried out now or in the future, in any media without compensation or notice, and you grant to the Administrator and the Sponsor any and all rights to such use. You agree to cooperate with the Administrator and the Sponsor in arranging for photographs or other forms of publicity and to be available for photographs or other forms of publicity on reasonable notice.

15. Limitation of Liability / Release

By participating in the Contest, and as a condition of acceptance of the Prize, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless , the Sponsor and the Administrator, and their direct and indirect parent companies, affiliates, subsidiaries, successors, assigns, agents, advisors, franchisees, shareholders, partners, representatives, their advertising, promotion and fulfillment agencies and each of their respective employees, officers, directors, agents and representatives (collectively, the "Released Parties"), from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees on a substantial indemnity scale, hereinafter called "Claims" and including without limitation any claims arising from any act of negligence of the Released Parties, that you now have, or may hereafter have against the Released Parties directly or indirectly resulting or arising from: (i) participation in the Contest, or the awarding, acceptance, possession, use, or misuse or enjoyment of any Prize, and where applicable, traveling to, preparing for, or participating in, any Contest-related or Prize-related event or activity; or (ii) the publicity rights granted to the Sponsor and the Administrator. You specifically acknowledge that you understand that there may be serious risks of bodily injury, death, or property damage associated with the acceptance, possession, use and/or misuse of the Prize and attendance at any event or participation in certain Prize-related activities, and you voluntarily assumes these risks. You also agree to indemnify, defend, and hold harmless the Released Parties from any-and-all Claims in respect of the foregoing.

16. Compliance with Rules

By entering the Contest, you agree to abide by the entire Contest Rules and the terms and conditions under which the prizes are awarded. Any decision made by the Sponsor and/or the Administrator in respect of this Contest shall be final.

17. Technical Issues

The Sponsor and Administrator are not responsible for any computer, online, telephone, hardware, software or technical limitations or malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an entry, or failure to receive an entry), nor for any incorrect or inaccurate information, whether caused by website users or 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 processing of entries in the Contest, nor for any error, omission, interruption, deletion, defect, delay in operation or transmission or receipt of entry, communications line failure, theft or destruction or unauthorized access to, or alteration of entries; and, are not responsible for any problems, failures or technical malfunction of any telephone or network lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing; and are not responsible for any injury or damage to entrants or to any computer related injury or damage resulting from participating in downloading materials in this Contest.

In the event that, due to a printing, manufacturing, mechanical or other error of any kind or nature whatsoever, more Prizes are claimed than are intended to be awarded according to these Contest Rules, Prizes will stop being awarded when the Administrator becomes aware of an error respecting the number of Prizes and the Administrator reserves the right, in their sole and absolute discretion, to conduct a random draw from amongst all eligible and approved Prize claimants whose claims have not yet been redeemed to award the remaining number of advertised Prizes. In no event will the Sponsor or Administrator be liable for more than the stated number of Prizes contained in these Contest Rules.

18. Rights to Terminate/Modify/Suspend Contest

The Administrator and Sponsor retain the right, in their absolute discretion, to suspend, modify or terminate any aspect of the Contest (including, but not limited to these Contest Rules) at any time. The Administrator and Sponsor may make substitutions of equivalent kind or value in the event of the unavailability of a prize (or component thereof) for any reason whatsoever. The Administrator and Sponsor may terminate or withdraw this Contest at any time by posting a notice at the Participating Stores. If the Contest is terminated on any day prior to the normal Contest end date (the "Termination Date"), the Administrator and Sponsor may determine the winners from all eligible entries received as of the close of business at the Participating Stores on the Termination Date (which winners shall be randomly selected in accordance with these Contest Rules).

19. General Disqualification

Any attempt made by an entrant or other individual or entity, to deliberately damage, manipulate or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of the law. The Administrator and Sponsor reserve the right to seek remedies and damages from any such individual or entity which makes any such attempt. Any entrant who, in the opinion of the Administrator, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest.

20. Role of Parties

Sobeys Capital Incorporated is the Sponsor and Administrator of this Contest.

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram®, Facebook®, or Twitter®. You understand that you are providing your information to the Sponsor and Administrators and not to Instagram®, Facebook®, or Twitter®. Instagram®, Facebook® and Twitter® are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding this Contest must be directed to the Administrators and not to Instagram®, Facebook® and Twitter®.

21. Trade-marks

All other Trade-marks are the property of their respective owners.

22. Jurisdiction

The Contest is governed by the laws of Nova Scotia and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. Participation constitutes your full and unconditional agreement to these Contest Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Contest. By entering the Contest, you agree that the courts of Nova Scotia, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of this Contest's Rules or the running of this Contest.