

## **CONTEST RULES**

### **FAST FUEL and NEEDS SHARE YOUR COFFEE 2022 (the "Contest")**

#### **1. 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") 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. Each participant must participate exclusively in their own name and acting for their sole personal benefit.

#### **2. Timing**

The Contest runs from 10:00am Thursday March 17<sup>th</sup>, 2022 and ends 11:59pm on Wednesday April 20<sup>th</sup>, 2022 (the "Contest Period") on the Needs Facebook page (@needsconvenience). Hours and dates of operation of each Participating Store may vary.

#### **3. How to Enter**

To enter the Contest, visit any participating Needs store (see the list in the appendix), purchase and take a photo of yourself with a Van Houtte coffee of any size in hand (ie. a "selfie" or simply your product in hand), then visit the Needs Facebook page, like the page and locate the contest post. As mentioned in the post, you must post your photo with the coffee under the post to be eligible for the Contest. Your entry must be sent and received during the Contest Period. Each photo entry must differ from previous entries (ie. the same photo cannot be used for each contest entry).

If you do not have access to the internet through a personal computer, your city library or internet cafe may offer you internet access.

#### **4. 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 favor 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.

**5. Prize Description**

There are fifteen (15) prizes to be won. Each prize consists of one (1) \$100 Sobeys gift card (The “Prize”). The approximate retail value of each prize is \$100.00 (CAD).

The 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 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. Please allow up to four (4) weeks for delivery or fulfillment of the Prize.

<b>Week</b>	<b># of Prizes</b>	<b>Prize Description</b>	<b>Actual Retail Value</b>
1	3	\$100.00 Sobeys gift card	\$100.00
2	3	\$100.00 Sobeys gift card	\$100.00
3	3	\$100.00 Sobeys gift card	\$100.00
4	3	\$100.00 Sobeys gift card	\$100.00
5	3	\$100.00 Sobeys gift card	\$100.00

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.

## **6. Odds**

The odds of winning a Prize are dependent on the total number of eligible entries received during the entire Contest Period. It is possible for participants to enter five (5) times, i.e. once per week during Contest Period.

## **7. 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 in accordance to the Draw schedule indicated below. Three (3) eligible entrants per week (for a total of five (15) during the Contest Period) will be electronically and randomly selected from among all eligible Entries during the Contest Period, all in accordance with these Rules. Limit of one (1) prize per person and per residence per week. If less than 3 entries are received in a one-week draw period, the Administrator will not award all gift cards for that draw period.

Draw	Facebook Post Date	Draw Date	Prize Description	Actual Retail Value
1	March 17, 2022	March 23, 2022	\$100 Sobeys Gift Card	\$100.00
2	March 17, 2022	March 23, 2022	\$100 Sobeys Gift Card	\$100.00
3	March 17, 2022	March 23, 2022	\$100 Sobeys Gift Card	\$100.00
4	March 24, 2022	March 30, 2022	\$100 Sobeys Gift Card	\$100.00
5	March 24, 2022	March 30, 2022	\$100 Sobeys Gift Card	\$100.00
6	March 24, 2022	March 30, 2022	\$100 Sobeys Gift Card	\$100.00
7	March 31, 2022	April 6, 2022	\$100 Sobeys Gift Card	\$100.00
8	March 31, 2022	April 6, 2022	\$100 Sobeys Gift Card	\$100.00
9	March 31, 2022	April 6, 2022	\$100 Sobeys Gift Card	\$100.00
10	April 7, 2022	April 13, 2022	\$100 Sobeys Gift Card	\$100.00
11	April 7, 2022	April 13, 2022	\$100 Sobeys Gift Card	\$100.00
12	April 7, 2022	April 13, 2022	\$100 Sobeys Gift Card	\$100.00
13	April 14, 2022	April 20, 2022	\$100 Sobeys Gift Card	\$100.00
14	April 14, 2022	April 20, 2022	\$100 Sobeys Gift Card	\$100.00
15	April 14, 2022	April 20, 2022	\$100 Sobeys Gift Card	\$100.00

## 8. Winner Contact Details

A relevant party or designated representative will make at least one (1) attempt to communicate via Facebook with the selected entrant within five (5) business days of the Draw Date. In order to be declared a winner, you must 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 a dispute concerning the identity of the individual who submitted an Entry via Facebook, the Entrant will be deemed to be the account holder of the Facebook account under which the Entry was submitted.

## 9. Forfeit of Prize

If, at the end of five (5) business days following the Draw Date, it is impossible to reach the selected entrant, the notice sent to him is returned as undeliverable, 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 (if applicable, the provisions set forth in this section will apply to the newly selected entrant).

If the selected entrant: a) gives an incorrect answer to the skill-testing question, b) fails to return the completed Release Form within the required time, c) cannot accept (or refuses to accept) the prize as awarded for any reason and/or d) is deemed to have violated these Rules (as determined by the Contest Organizers in their sole discretion), he/she will be disqualified (and forfeit the prize) and Contest Organizers reserve the right, at their sole discretion and time permitting, to randomly select another eligible Entrant from among the other eligible Entries received (if applicable, the provisions set out in this paragraph will apply to the new selected entrant). Limit of one (1) prize per Entrant per household.

## 10. 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>.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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).

#### **16. 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 Administrators 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 Administrators, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest. All entrants must submit to The Twitter Rules (<https://support.twitter.com/articles/18311-the-twitter-rules#>) and all such rules shall apply to this Contest, including the restriction against creating multiple user accounts.

#### **17. Role of Parties**

Sobeys Capital Incorporated is the Sponsor and the 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®.

#### **18. Trade-marks**

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

By entering the Contest, you are not granted and may not use any Trade-marks described herein.

Facebook® is a registered trademark of Facebook Inc.

Twitter® is a registered trademark of Twitter Inc.

Instagram® is a registered trademark of Instagram Inc.

#### **19. 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.

**SCHEDULE A**  
Participating Stores

0179	Needs Halifax Herring Cove Rd
0180	Needs Truro Willow St
0182	Needs Amherst
0184	Needs Halifax 28 S.M. Bay Rd
0186	Needs Dartmouth 100 Highfield
0188	Needs Summerside
0192	Needs Baddeck
0198	Needs Halifax Chebucto Rd
0199	Needs Dartmouth Astral Dr
0201	Needs Dartmouth 14 Highfield P
0208	Needs Lower Sackville 1005 Sac
0209	Needs Aylesford
0211	Needs New Waterford Emerald St
0216	Needs Moncton 214 Mountain Rd
0218	Needs Moncton Morton Ave
0220	Needs Kentville
0224	Needs Sydney Alexandra
0260	Needs Gander Elizabeth Dr
0287	Needs Mount Pearl Park Ave
0298	Needs Mount Pearl Topsail Rd
0301	Needs Charlottetown St Peter's
0308	Needs Mount Pearl 1st Ave
0309	Needs Sydney Mines
0316	Needs Kilbride
0356	Needs Holyrood***CLOSED***
0361	Needs Paradise Elizabeth Dr *C
0391	Needs Pasadena
0421	Needs Conception Bay
0426	Needs South Dildo
0434	Needs St John's Military Rd
0466	Needs Kippens
0471	Needs Mount Pearl Barbour Dr
0481	Needs St John's Main Rd
0503	Needs Westville
0504	Needs New Glasgow



0505	Needs Middleton
0565	Needs Glace Bay
0589	Needs New Waterford Plummer Av
0593	Needs Sydney 1439 George St
0597	Needs Kingston
0598	Needs Pictou***CLOSED***
4400	Needs Clarenville***CLOSED***
4406	Needs Deer Lake
4407	Needs Stephenville
4411	Needs Barrington Passage
4416	Needs Harbour Grace
4419	Needs Springdale
4420	Needs Grand Falls
4424	Needs Sydney 719 George St
4426	Needs Petro Can Sydney Kings R
4428	Needs Dominion
4429	Needs Irving Mt. Albion
4430	Needs Irving Morrell
4431	Needs Irving Souris
4432	Needs Irving Montague
4436	Needs Eastern Passage ***CLOSE
4437	Needs Shell Bathurst
4438	Needs Petro Can Sydney Grand L
4440	Needs Petro Can Richibucto
4441	Needs Shell Beresford
4444	Needs Irving Dartmouth
4446	Needs Shell Hampton
4447	Needs Petro Can Windsor
4449	Needs Shell Green Harbour
4451	Needs Trenton 126 Main St
4453	Needs Petro Can Halifax Chain
4455	Needs Gander Airport Blvd
4456	Needs Logy Bay
4472	Needs Whitney Pier
4474	Needs Irving Berwick
4480	Needs Sydney Coxheath Rd
4481	Needs Antigonish
4484	Needs Halifax Lady Hammond Rd

4488	Needs Charlottetown Brackley P
4495	Needs Tatamagouche
4502	Needs Fast Fuel New Waterford*
4504	Needs Fast Fuel Tantallon
4507	Needs Fast Fuel Coldbrook
4508	Needs Fast Fuel Bedford Mill C
4509	Needs Fast Fuel Stellarton 130
4512	Needs Fast Fuel Moncton 1985 M
4513	Needs Fast Fuel Sydney
4514	Needs Fast Fuel Truro
4516	Needs Fast Fuel Bedford South
4519	Needs Fast Fuel Moncton Elmwoo
4522	Needs Fast Fuel Cornerbrook Ri
4523	Needs Fast Fuel Dartmouth Penh
4526	Needs Fast Fuel Sussex
4527	Needs Fast Fuel Saint John
4529	Needs Fast Fuel Dartmouth Prin
4531	Needs Fast Fuel Bathurst
4532	Needs Fast Fuel Oromocto
4533	Needs Fast Fuel Port Hawkesbur
4534	Needs Fast Fuel Shelburne
4538	Needs Fast Fuel Greenwood
4539	Needs Shell Cow Bay
4542	Needs Shell Nictaux
4544	Needs Shell Port Elgin ***CLOS
4546	Needs Fast Fuel Fall River
4547	Needs Shell St John's Ropewalk
4548	Needs Shell Springhill
4549	Needs Shell Porter's Lake
4551	Needs Shell Amherst
4552	Needs Shell New Minas
4554	Needs Shell Truro
4556	Needs Shell Cole Harbour
4559	Needs Shell Bridgewater
4561	Needs Shell Rothesay
4562	Needs Shell Yarmouth
4563	Needs Shell New Glasgow
4564	Needs Shell Bay Roberts

4567	Needs Shell Halifax Robie St
4568	Needs Shell Lower Sackville
4570	Needs Fast Fuel Cornerbrook Co
4571	Needs Shell Summerside
4572	Needs Shell Bedford
4575	Needs Fast Fuel Fredericton
4582	Needs Fast Fuel Quispamsis
4588	Needs Shell Moncton Mountain R
4590	Needs Shell Caraquet
4591	Needs Shell Shippagan
4594	Needs Fast Fuel Pictou
4595	Needs Shell Treaty Trail
4598	Needs Bishop Drive Irving
4610	Needs Shell Port Elgin
4613	Fast Fuel Elmwood
4615	Needs Shell Dunbrack St
4617	Needs Shell Antigonish
4618	Needs Petro Canada Euston S
4619	Needs Beaverbank Rd
4620	Needs Shell Hammonds Plain
4621	Needs Fast Fuel Panavista
4622	Needs Shell Salisbury
4623	Needs Shell Dartmouth Crossing
4624	Needs Shell Shediac Road
4625	Needs Shell Liverpool
4631	Needs Petro Canada Hilyard
4632	Needs Petro Canada Bayside St
4634	Needs Petro Can Ex Park
4635	Needs Shell Duke St
4636	Needs Fast Fuel Glace Bay