

## Vachon Rewards Contest

*1-87-Rosettes*

(the "**Contest**")

### OFFICIAL RULES

**THIS CONTEST IS ONLY OPEN TO RESIDENTS OF CANADA AND IS GOVERNED BY CANADIAN LAWS AND THE LAWS OF THE PROVINCE OF QUEBEC.**

The Contest is sponsored by Canada Bread Company, Limited / Boulangerie Canada Bread, Limitée ("Vachon" or the "Sponsor").

**Standard data transmission fees may apply to those who choose to enter the contest using a data-enabled mobile device.**

**1. CONTEST PERIOD:** The Contest begins May 6, 2025 at 12:00 PM, Eastern Time ("**ET**") and ends June 18, 2025 at 11:59 PM ET (the "**Contest Period**"). All entries must be received by 11:59 PM ET on June 18, 2025.

**2. ELIGIBILITY:** The Contest is only open to residents of Canada who have reached the legal age of majority in their province at the time of entry. Current employees, representatives, and agents (and those with whom they are domiciled, whether related or not) of Vachon and its distributors, parent companies, subsidiaries, affiliates, contest prize suppliers, advertising and promotion agencies, and any other person or entity involved in the development, production, implementation, administration or execution of the contest (collectively, the "**Contest Parties**") are not eligible.

### **3. CONSENT TO BE LEGALLY BOUND BY THE RULES:**

By entering the Contest, you confirm that you have read these Contest Rules (the "**Rules**") and agree to be legally bound by them.

### **4. META NOT INVOLVED:**

The Contest is in no way sponsored, endorsed or administered by, or associated with, Meta (Instagram and Facebook). Meta is hereby completely released from any liability by each contest entrant. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor, not Meta.

### **5. HOW TO ENTER:**

**No purchase necessary.** Access to a phone line is required.

To enter the Contest, you must dial 1-877-673-8837. Follow the instructions on the answering machine to leave your full name and phone number on our voicemail.

Once you have completed the entry process, you will automatically be entered into the contest (an "Entry").

## **6. ENTRY LIMIT AND CONDITIONS:**

There is a limit of one (1) Entry per person. If the Sponsor discovers (through evidence or other information that comes to its attention, or otherwise) that a person has attempted to register for, enter, or disrupt the proper conduct of the Contest: i) by exceeding any of the limits set forth in these Rules; or ii) by using multiple names, identities, email addresses, or accounts, or by using a macro, script, robot, or any other automated system or program, the Sponsor may, in its sole and absolute discretion, disqualify that person from the Contest. The Contest Parties and Meta and each of their respective agents, employees, directors, successors and assigns (collectively, the "Releasees") assume no responsibility for any late, lost, misdirected, delayed, incomplete or incompatible entries (which will be void). An Entry may be rejected if the Sponsor determines, in its sole and absolute discretion, that it was not sent and received during the Contest Period in accordance with the Rules (including the Conditions of Entry set out below in Section 8) and Meta's applicable rules (all as determined by the Sponsor in its sole and absolute discretion).

## **7. VERIFICATION:**

All entries and participants are subject to verification at any time, for any reason. Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity or eligibility to enter the Contest (in a form acceptable to Sponsor, including government-issued photo identification): i) to verify a person's eligibility to enter the Contest; ii) to verify the eligibility or legitimacy of an Entry or other information provided (or allegedly provided) for the purposes of the Contest; iii) for any other reason Sponsor deems necessary, in its sole and absolute discretion, for the administration of the Contest in accordance with the letter and spirit of the Rules. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any person who fails to produce such proof to its complete satisfaction within the time frame it specifies. The sole determinant of time for the purposes of the Contest shall be the official timekeeping device(s) used by the Sponsor.

## **8. PARTICIPATION REQUIREMENTS:**

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE).

By participating in the Contest, each entrant hereby warrants and represents that any Entry they submit:

- i. does not violate any law, statute, ordinance or regulation;
- ii. does not contain any information, reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals

iii. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and

iv. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor; that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; conduct any other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen an Entry. Any Entry that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry (or any part thereof) in order to ensure that the Entry comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

## **9. LICENSE:**

By entering the Contest and submitting an Entry, each entrant : (i) without limiting the Facebook/Instagram Rules, as applicable, grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

## **10. PRIZES:**

There are a total of seven (7) prizes to be won, consisting of:

- One (1) pair of rollerblades, approximate retail value of CAN\$390
- One (1) lava lamp, approximate retail value of CAN\$40
- One (1) vintage camera, approximate retail value of CAN\$345
- One (1) vintage coat, approximate retail value of CAN\$55
- One (1) vintage portable CD player and one (1) pair of headphones, approximate retail value of CAN\$365
- One (1) 90s themed package containing accessories and school supplies, approximate retail value of CAN\$30
- Five (5) boxes of Rosettes, approximate retail value of CAN\$25

## **11. SELECTION OF ELIGIBLE WINNERS:**

The Sponsor will conduct a random draw from all eligible entries received in accordance with these Rules during the Contest Period to select one (1) potential winner for each of the prizes listed above. The odds of winning a Prize depends on the number of eligible entries received in accordance with these Rules during the Contest Period. **The draw for the Prizes will be held on or about June 19 at 12:00 PM ET** at Cossette Communication Inc.'s offices located at 525 Viger West, Suite 400, Montreal, Quebec, H2Z 1G6. There is a limit of one (1) Prize per Facebook and Instagram account, per person and per household for the Contest.

## **12. NOTIFICATION OF ELIGIBLE WINNERS:**

The Sponsor or its designated representative will make at least two (2) attempts to contact the potential prize winner (by phone call) within seven (7) business days of the selection date. If the potential winner cannot be reached within seven (7) business days of the selection date or if a notification message is returned as undeliverable, the potential winner may, in the Sponsor's sole and absolute discretion, be disqualified (in which case they will forfeit all rights to the Prize). The Sponsor reserves the right, in its sole and absolute discretion, to randomly select another potential winner from the other eligible entries submitted and received in accordance with these Rules during the Contest Period (in which case the preceding provisions of this section will apply to the new potential winner).

## **13. CONFIRMATION OF ELIGIBLE WINNER AND AWARDING OF PRIZE:**

THE WINNER IS NOT CONFIRMED UNTIL THE SPONSOR HAS OFFICIALLY DECLARED THEM THE WINNER IN ACCORDANCE WITH THESE RULES. Before being declared the OFFICIAL WINNER OF THE PRIZE, each potential winner will be required to correctly answer, without mechanical or other assistance, a mathematical skill-testing question (which may, at the Sponsor's sole and absolute discretion, be asked online, by email or other electronic means, by telephone or in the Sponsor's declaration and release form) and may be required to sign and return, within two (2) business days of notification, the Sponsor's declaration and release form. In this form, the entrant, among other things: i) declares that he/she complies with the rules; ii) confirms his/her acceptance of the prize (as awarded); iii) releases the Releasees from any

liability related to the Contest, his/her participation in the Contest, or the awarding, use or misuse of the prize or any portion of the prize; iv) agrees to indemnify the Releasees against any and all claims, damages, liabilities, costs and expenses arising out of the use of his/her Entry or any component thereof; and v) consents to his/her name, voice, statements about the Contest, or photograph or other likeness being published, reproduced or otherwise used, without notice or compensation, in any advertising or publicity by or on behalf of the Sponsor in any manner or media whatsoever, including print, broadcast and Internet.

Potential winners and winners agree to cooperate with any investigation by Sponsor to confirm their eligibility for the Contest and to ensure that the use of such potential winners or winners in Contest-related advertising will not, in the opinion of Sponsor and in its sole discretion, bring Sponsor into disrepute, damage Sponsor's reputation, create a publicity stunt or have other negative consequences for Sponsor. No correspondence will be entered into with entrants, except with potential winners, and all entries become the property of Sponsor upon submission. If a prize is returned to the Sponsor because it is undeliverable, the winner of that Prize will forfeit all rights to the Prize.

The Prize will be sent to the winner by mail or courier within sixty (60) days of Sponsor's receipt of the signed declaration and release form. If a potential winner: a) does not correctly answer the mathematical skill-testing question; b) fails to return the duly signed Contest documents within the prescribed time (if required); c) cannot (or will not) accept the prize (as awarded) for any reason; or d) is deemed to be in violation of these Rules (all as determined by Sponsor in its sole and absolute discretion), then he/she will be disqualified (and will forfeit all rights to the applicable prize). In such event, Sponsor reserves the right, in its sole and absolute discretion, to randomly select another potential prize winner in accordance with the procedure described above, with necessary modifications (in which case the preceding provisions of this section shall apply to the new potential winner selected).

If it is determined that a winner has made a false statement in a Contest document, they will be required to either return the prize to Sponsor upon request or, at Sponsor's discretion, pay the cash value of the prize as specified in these Rules.

#### **14. GENERAL CONDITIONS:**

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, direct

message, and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion to cancel, withdraw, amend or suspend the Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of the Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion to cancel, amend or suspend the Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

The Sponsor reserves the right, in its sole and absolute discretion to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Entry and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://www.bimbocanada.com/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The entrant confirms that a French version of these Rules have been provided to them before entering into this Contest. Each party also confirms its express wish to be bound only by the English version of these Rules as well as its express wish that the documents related to this contract be drawn up exclusively in English. *Le participant reconnaît qu'une version française de ce règlement lui a été remise avant sa participation au concours. Chaque partie confirme également sa volonté expresse d'être liée seulement par la version anglaise de ce règlement et*

*qu'il en est de sa volonté expresse que les documents se rattachant à ce règlement soient rédigés exclusivement en anglais.*

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

As a condition of participating in the Contest, each entrant agrees, to the fullest extent permissible by law: (1) under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket expenses as set forth in subsection 3 below, and any and all rights to have damages multiplied or otherwise increased; (2) this Contest is governed by the laws of the Province of Québec, and the laws of Canada applicable therein without regard to its conflicts of law principles and any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively before a court of competent jurisdiction located within the city of Montréal; and, (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in participating in this Contest and in no event will participant be entitled to receive legal fees, or any other costs; and (4) participant shall be bound by these Rules.

## **15. INTELLECTUAL PROPERTY**

All intellectual property and all of the promotional materials of the Contest 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.

## **16. NO WARRANTY**

The Prize(s) are awarded "as is" and without any warranties of any kind, either express or implied. By participating, entrants acknowledge that the Sponsor makes no warranties, representations, or guarantees, express or implied, in fact or in law, with respect to the quality, merchantability, or fitness for a particular purpose of the Prize(s), and shall not be held liable for any damage or loss arising from the use of the Prize(s).

## **17. NO AFFILIATION**

Any trademarks, service marks, logos, or branding mentioned are the property of their respective owners.

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