

## OFFICIAL RULES

### Contest entitled: “Beau-soir de chance” (The contest)

**DATE** From August 31, 2023 to November 1, 2023

**1. ORGANIZER** The Contest is held by Groupe Beaudry (under the Beau-soir banner) (“Organizer” or the “Contest Organizer”)

**2. DURATION** The Contest takes place during the following period:

Start of the Contest:

Date: August 31, 2023

Time: 08:00 (ET)

End of the Contest:

Date: November 1, 2023

Time: 11:59 p.m. (ET)

### **3. ELIGIBILITY**

The Contest is open to residents of the province of Quebec who have reached the legal age of majority on the date of entry.

Excluded are: directors, officers, employees, mandataries, agents and representatives of the Contest Organizer, its parent company, any company, trust or other legal entity controlled by or related to them, of Facebook if the Contest takes place on Facebook, any Participating Store, advertising and promotion agencies, suppliers of prizes, goods and services in connection with the Contest, as well as immediate family members (brothers, sisters, children, father, mother, legal or de facto spouse, notwithstanding their place of residence) of the aforementioned persons or the persons with whom they are domiciled (whether or not they are related).

### **4. PARTICIPATION / NO PURCHASE NECESSARY**

No purchase is necessary to enter or win. A purchase does not increase the chances of winning.

The Contest takes place in participating Beau-soir stores and on the Beau-soir.com/concours website.

Seven winners will be named and will be awarded one of seven (7) amounts of \$1,000 each for a total value of \$7,000.

Fill out the form that you find on beau-soir.com/concours or by scanning the QR code in store – from August 31 to November 1, 2023 – by completing all the fields and all other information requested. All data entry fields in the registration form must be completed, unless it is indicated that the information is optional.

**Limit.** Participants must respect the following limits, failing which they may be disqualified:

- One entry per customer Fill in all the fields requested in the participation form
- Correctly answer the mathematical question

## 5. PRICE

The prizes available to be won and their retail value are as follows:

- Seven (7) amounts of \$1,000 with a total cash value of \$7,000.

The prize is awarded randomly.

**Odds of Winning and Number of Prizes.** Odds of winning a prize depend on the number of entries received during the Contest Period.

**Manufacturer's only warranty.** No warranty other than that of the manufacturer or the supplier of the prize will be applicable. The Organizer has no responsibility for the prize once awarded. The prize is subject to the prize provider's terms and conditions of use.

## 6. DRAW

Draw date: November 2, 2023

Draw time: 10:00 a.m. (ET)

The draw takes place at the administrative office of Beau-soir/Groupe Beaudry, 12 225 boul. Metropolitan East, Pointe-aux-Trembles, H1B 5R3.

### Draw details:

Random selection from all valid entries during the contest period.

## 7. PRIZE CLAIM

To be declared a winner, any selected entrant must:

- be reached by telephone, within ten (10) days of the draw. Any selected entrant who cannot be reached following appropriate and reasonable steps taken by the Organizer during this period will be disqualified, and a new draw will be made to award the prize. Any call for notification of a prize followed by a statement to the effect that the message could not be delivered will result in the disqualification of the participant and the selection of a new participant;
- sign the Declaration and Liability Exemption Form that will be sent to him by the Organizer and return it to the Organizer within 15 days of the date of the announcement to the winner;
- have correctly answered the mathematical skill-testing question without any assistance of any kind, including mechanical assistance;
- upon request and in a timely manner, provide photo identification;
- the prize will be sent to you within a maximum period of 15 days following the end of the Contest and receipt of your declaration and exemption form.
- the winner must come and pick up the prize in person at the Beau-soir office, 12 225 boul. Metropolitan East, Pointe-aux-Trembles, H1B 5R3.
- upon receipt of the prize, the winner consents to the official photo taking and announcement on

Beau-soir's social networks with the photo

Failing to respect one of the conditions mentioned in these rules or to accept his prize, the selected participant will be disqualified. In such a case, the Contest Organizer may, at its discretion, void the prize or re-draw from among the remaining eligible entries until an entrant is selected and declared a winner. If no entrant is declared a winner within sixty (60) days of the original draw, the prize will be forfeited.

**Refusal to accept a prize.** The refusal of a selected entrant to accept a prize under the terms of these rules releases the Contest Organizer from any obligation related to this prize towards this person.

**Awarding of prizes.** No prize will be awarded unless the winner has been confirmed. No prize is transferable. It must be accepted as is. The Organizer reserves the right to substitute a prize (or part of the prize) of the same nature and equivalent value or, at its sole discretion, the monetary value of the prize (or part of the prize) indicated in these rules.

**Prize Claim Fees.** Any costs or expenses incurred by winners in connection with claiming or redeeming a prize are the responsibility of the winners.

**Limited prizes.** In any event, the Contest Organizer may not be required to award more prizes or to award a prize other than in accordance with these rules.

## 8. TERMS AND CONDITIONS

**Disqualification.** All documents related to the Contest, including but not limited to, entry forms, scratch cards and Declaration and Liability Exemption Forms, are subject to verification by the Contest Organizer. Entries containing errors will not be eligible as well as those which are incomplete, illegible, mutilated, fraudulent, damaged or containing a printing error or which have been tampered with, modified, falsified, reproduced or obtained illegally. Entrants who fail to comply with these rules may be expelled from this Contest and any contests or promotions that the Organizer will hold in the future, including, without limitation, any entrant guilty or suspected of tampering with entries or materials, the processing of entries, the conduct of the Contest or any technical or mechanical element of the Contest, of willfully damaging the websites, web pages and applications relating to this Contest or to have sabotaged the legitimate running of the Contest, to have violated these rules, for example, to have used a means contrary to these rules or likely to be unfair to other participants (e.g. registrations beyond the permitted limit) or to have or acted in an unfair manner or in such a way as to harm or intend to annoy, torment, threaten or harass another person. The participant or any other person who deliberately tries to damage a website,

**Declaration and Waiver of Liability Form.** payment, etc.) or relating to the prize (claim, use, etc.). In order to be declared winners, selected entrants will be required to sign the Declaration and Release of Liability Form containing a declaration of compliance with the Contest rules and confirming this release of liability in favor of the Released Beneficiaries.

**Limit of liability.** Without limiting the generality of the above disclaimer, Release Beneficiaries disclaim all liability for (i) any typographical (or other) errors contained in the offer or materials relating to the administration of the Contest, including, without limitation, errors in the advertising, official rules, winner announcement, awarding of the prize, or malfunctions, problems or technical difficulties experienced with networks, telephone lines, SMS messaging systems, any computer component, any software or any communication line, relating to the loss or absence of network communication or relating to any faulty, incomplete, incomprehensible or erased transmission by any computer, servers or service provider or any software, virus, computer bug, failure of personal computers or software and hardware configuration, or failed attempt to transmit any email or other communication to the Contest Organizer or an entrant for for any reason, including congestion on any network or failure of any site which may

limit anyone's ability to participate in the Contest; (ii) any late, lost, stolen, delayed, not received, damaged, misdirected, incomplete or inaccurate entries; (iii) any failure to receive entries due to transmission problems or technical failures of any kind, including, without limitation, the malfunction of any networks, servers, access providers, hardware or software, whether attributable to the sender or the recipient, which may limit or prevent any person from participating in the Contest; (iv) any damage that may be caused, directly or indirectly, in whole or in part, in particular to the system or device of the participant or another person, by the downloading of any Internet page or any software or other and by the transmission of any information relating to the Contest.

**Cancellation, suspension or modification of the Contest.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this Contest in the event that an event occurs which disrupts its proper progress, for example a difficulty of the computer system to record all registrations, or any human intervention that could alter or influence the administration, security, impartiality or progress of the Contest as provided for in these rules, and this, subject to the approval of the Régie des alcools des courses et des jeux du Québec, if required.

**End of participation in the Contest.** In the event that the Contest should end in whole or in part before the end of the Contest Period, the random draw may be made, at the Contest Organizer's discretion, from among the eligible entries duly registered during the Duration of the Contest or, where applicable, until the date of the event that put an end to the Contest.

**Personal information.** By entering the Contest, entrants consent to the collection, use and disclosure of their personal information by the Organizer and/or its authorized agents for the purpose of administering the Contest and awarding prizes. By accepting a prize, any winner authorizes the Contest Organizer and its representatives to use, if required, their names, addresses (city, province), voices, statements, photographs, images and other representations and recordings, for publicity purposes, and this, in all media, including but not limited to the Internet, and this, without further notice and without any form of compensation. Any participant may be required to sign a confirmation to this effect.

**Intellectual property and copyrights.** By submitting a photograph, musical piece, creation or other type of work (the "Work") in the context of this Contest, the participant guarantees that the Work is free of all rights of third parties and the participant guarantees to hold the rights necessary to submit the work as well as, in particular but without limitation, to authorize the Organizer to use, modify, transfer, adapt, broadcast, communicate or distribute it, on any medium of broadcast, media or technology whatsoever, including but not limited to television, information technology, wireless or online. The participant agrees to provide, upon request, proof of the rights he holds over the Work and he indemnifies the Organizer in the event of any claim, demand, lawsuit, dispute arising from any type of use of the Work.

**Property.** All information and documents related to the Contest, including but not limited to, entry forms, scratch cards, declaration and liability waiver forms, information of a technical, technological or operational nature and information relating to drawings, systems computers, software, logos, trademarks and intellectual property are and remain the exclusive property of the Contest Organizer. None of this information and documents will be returned to participants.

**Identification of the participant.** For the purposes of these rules, the participant is the person whose name appears on the entry form and it is to this person that the prize will be awarded if selected and declared a winner. If a dispute arises regarding the identification of the author of an entry form, the entry form will be deemed to have been sent by the authorized account holder associated with the e-mail address provided at the time of entry. "Authorized account holder" means the natural person who is assigned an email address by an Internet access or online service provider, or other company assigning email addresses for the domain associated with the account. e-mail address submitted.

**Decision of the Contest Organizer.** All decisions of the Contest Organizer or its representatives relating to this Contest are final and without appeal, subject to any decision of the Régie des alcools, des courses et des jeux du Québec in relation to all matters within its jurisdiction.

**Dispute / residents of Quebec.** A dispute regarding the organization or conduct of a Publicity Contest may be submitted to the Régie des alcools, des courses et des jeux for resolution. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping to reach a settlement.

**Facebook.** If the Contest is hosted on the Facebook platform, all persons who participate confirm that they release Facebook from all liability and damages, of any nature whatsoever, which may arise from their participation in the Contest and acknowledge that the Contest does not is in no way sponsored, endorsed or administered by Facebook, nor associated with Facebook. The information provided by entrants is provided to the Contest Organizer and not to Facebook.

**Miscellaneous.** By entering the Contest, entrants agree to be bound by these Contest Rules and the decisions of the Sponsor, which decisions are final and without appeal in all respects, including, without limitation, decisions regarding the eligibility or disqualification of entries and the awarding of a prize. The Contest is subject to all applicable laws and regulations. Only selected entrants will be contacted. If a paragraph of these rules is declared illegal or unenforceable by a competent court, then this paragraph will be considered null, but all the other paragraphs will remain applicable.

**Public figure.** The use of a public figure does not in any way imply its responsibility. The public figure must represent the image of Groupe Beaudry and Beau-soir and cannot in any way negatively affect the image of the company. The public figure is only a collaborator and representative of the brand image of the Contest. Contacting the public figure does not in any way increase the chances of winning or the number of entries.

**Regulations.** Contest rules are available online at [Beau-soir.com](http://Beau-soir.com) and by using the QR code of the contest form in participating stores – August 31 to November 1, 2023.