

## OFFICIAL RULES

### Win your PS5" Contest (The Contest)

**DATE:** From July 4, 2024, to August 28, 2024

- 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:

Contest begins :

Date: July 4, 2024

Time: 08:00:00 (ET)

End of the contest :

Date: August 28, 2024

Time: 23:59:59 (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 the entry.

Excluded: directors, officers, executives, employees, mandataries, agents and representatives of the Contest Organizer, its parent company, any company, trust or other legal entities controlled by or related to them, *Facebook* if the Contest is held on *Facebook*, any participating store, advertising and promotion agencies, suppliers of prizes, goods and services in connection with the Contest, as well as members of the immediate family (brothers, sisters, children, father, mother, legal or de facto spouse, regardless of the place of residence) of the above-mentioned persons or the persons with whom they are domiciled (whether or not they are related).

### 4. PARTICIPATION / NO PURCHASE NECESSARY

**4.1 No purchase is necessary to enter or win.** Purchase does not increase the chances of winning. The Contest takes place in participating Beau-soir stores and on the <https://beau-soir.com/en/contest/> website.

Fifteen (15) winners will be named and will win one (1) of fifteen (15) PlayStation 5 Slim Consoles valued at \$750 each, for a total prize value of \$11,250.

Scan the QR code in store and fill in the form on <https://beau-soir.com/en/contest/> – from July 4, 2024, to August 28, 2024 – filling in all the fields and any other information requested.

All data entry fields on the registration form must be filled in, unless indicated as optional.

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

- One entry per customer;
- Fill in all the fields requested in the entry form;
- Answer the mathematical question correctly.

## 5. PRIZE

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

- Fifteen (15) PlayStation 5 Slim Console valued at \$750 each, for a total prize value of \$11,250.

Prizes will be awarded by random draw.

**5.2 Odds of winning and number of prizes.** Odds of winning a prize depend on the number of entries received during the contest period.

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

## 6. DRAW

Draw date: September 3, 2024,

Draw time: 12:00:00 (ET)

The draw will take place at the Beau-soir/Groupe Beaudry administrative office, 12225 Boul. Métropolitain Est, Pointe-aux-Trembles, H1B 5R3.

### **Drawing details :**

Random selection from all valid entries during the contest period.

## 7. PRIZES CLAIM

### 7.1 In order to be declared a winner, each selected participant must:

- a) Be reached by telephone within seven (7) days of the draw. Any selected participant who cannot be reached following appropriate and reasonable efforts by the Organizer during this period will be disqualified and a new draw will be held to award the prize. Any prize notification call 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;
- b) Sign the Declaration and Exoneration of Liability Form that will be sent to him/her by the Organizer and return it to the Organizer within 15 days of the date of the announcement to the winner;
- c) To have answered the mathematical skill question correctly and without any help whatsoever, especially mechanical help;
- d) Upon request and at the appropriate time, provide photo identification;
- e) The prize will be sent within a maximum of 15 days following the end of the Contest and receipt of the Declaration and Exoneration of Liability Form;
- f) The winner must pick up the prize in person at the Beau-soir/Groupe Beaudry office, 12225 Boul. Métropolitain Est, Pointe-aux-Trembles, H1B 5R3 ;

- g) Upon receipt of the prize, the winner consents to taking an official photo and the announcement of his or her name on Beau-soir's social networks;
- h) Failure to comply with any of the conditions mentioned in these rules or to accept the prize will result in disqualification of the selected participant. In such a case, the Contest Organizer may, at its discretion, cancel the prize or conduct a new draw from among the remaining eligible entries until a participant is selected and declared a winner. If no participant is declared a winner within sixty (60) days of the original draw, the prize will be cancelled.

**7.2 Refusal to accept a prize.** A selected participant's refusal to accept a prize in accordance with the terms of these Contest Rules releases the Contest Organizer from any obligation related to the prize towards that person.

**7.3 Awarding of prizes.** No prize will be awarded until the winner has been confirmed. No prize is transferable. Prizes must be accepted as awarded. 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.

**7.4 Prize claim expenses.** All expenses or costs incurred by winners in connection with claiming or using a prize are the responsibility of the winners.

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

## **8. TERMS & CONDITIONS**

**8.1 Disqualification.** All Contest materials, including but not limited to entry forms, scratch cards and Declaration and Exoneration of Liability Form, are subject to verification by the Contest Organizer. Entries containing errors will not be accepted, nor will entries that are incomplete, illegible, mutilated, fraudulent, defaced or contain a printing error, or that have been tampered with, altered, falsified, reproduced or obtained illegally. Entrants who fail to comply with these rules may be disqualified from this Contest and any future contests or promotions held by the Organizer, including, without limitation, any participant found or suspected to have tampered with entries or materials, the processing of entries, the operation of the Contest or any technical or mechanical aspect of the Contest, deliberately damaging the websites, web pages and applications related to this Contest or sabotaging the legitimate operation of the Contest, violating these rules, for example, using a means contrary to these rules or unfair to other participants (example: entries in excess of the permitted limit) or to have or act in an unfair manner or in such a way as to harm or with the intention of annoying, tormenting, threatening or harassing another person. Any participant or other person who deliberately attempts to damage any website, equipment, application or technology used in the contest or to undermine the legitimate operation of the contest is committing a criminal offence and a tort, and the organizer reserves the right, in such a case, to denounce this person to the legal authorities and to demand from this person all damages that the law allows it to claim.

**8.2 Declaration and Release of Liability Form.** By entering or attempting to enter this Contest, any participant selected for a prize releases and holds harmless the Contest Organizer, its parent company, any companies, trusts or other legal entities controlled by or related to it, any participating Stores, the *Régie des alcools, des courses et des jeux*, Facebook if the Contest is held on Facebook, advertising and promotional agencies, and suppliers of prizes, goods and services in connection with the Contest, as well as all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all damages and liability in connection with the Contest (participation, operation, announcement, rules, etc.) or in connection with the prize (including, without limitation,

any liability for loss of or damage to the prize) or relating to the prize (claim, use, etc.) or relating to the prize (claim, use, etc.). In order to be declared a winner, selected participants 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 favour of the Releasees.

**8.3 Limitation of liability.** Without limiting the generality of the foregoing disclaimer, the Releasees disclaim all liability for (i) any typographical (or other) errors contained in the offer or documents related to the administration of the Contest, including, without limitation, errors contained in advertising, the Official Rules, the announcement of the winner, the awarding of the prize, or any technical malfunctions, difficulties or problems experienced with networks, telephone lines, SMS messaging systems, any computer components, software or lines of communication, loss or lack of network communication or transmission failure, incompleteness, incomprehensibility or deletion by any computer, server or service provider or any software, viruses, bugs, failure of personal computers or hardware or software configurations, or failed attempt to transmit any e-mail or other communication to the Contest Organizer or a participant for any reason, including traffic congestion on any network or failure of any site which may limit anyone's ability to participate in the Contest; (iii) any failure to receive entries due to transmission problems or technical malfunctions of any kind, including but not limited to malfunctioning 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 any other person, by the downloading of any Internet page or any software or other and by the transmission of any information relating to the Contest.

**8.4 Cancellation, suspension or modification of the Contest.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest, in whole or in part, in the event that an event occurs that disrupts the proper conduct of the Contest, such as a computer system failure to register all entries, or any human intervention that could alter or influence the administration, security, impartiality or conduct of the Contest as provided in these rules, subject to the approval of the *Régie des alcools des courses et des jeux*, if required.

**8.5 Termination of Contest.** In the event that the Contest is terminated in whole or in part before the end of the Contest Period, the random draw may be made, at the discretion of the Contest Organizer, from among the eligible entries duly registered during the Contest Period or, as the case may be, up to the date of the event that terminated the Contest.

**8.6 Personal information.** By entering the Contest, participants consent to the collection, use and disclosure of their personal information by the Contest Organizer and/or its authorized agents for the purpose of administering the Contest and awarding prizes. By accepting a prize, all winners authorize 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 in all media, including but not limited to the Internet, without further notice and without any form of compensation. Participants may be required to sign a confirmation to this effect.

**8.7 Intellectual Property and Copyright.** By submitting a photograph, musical piece, creation or other type of work (the "**Work**") in the context of this Contest, the participant warrants that the Work is free of all third-party rights and the participant warrants that he/she holds the necessary rights to submit the Work and, in particular, but without limitation, to authorize the Organizer to use, modify, transfer, adapt, broadcast, communicate or distribute it, in any broadcast medium, 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/she holds to the Work and indemnifies the Organizer in the event of any claim, demand, suit or dispute arising from any use of the Work.

**8.8 Ownership.** All information and documents related to the Contest, including, but not limited to, entry forms, scratch cards, Declaration and Exoneration of Liability Form, information of a technical, technological or operational nature and information relating to designs, computer systems, software, logos, trademarks and intellectual property, are and shall remain the exclusive property of the Contest Organizer. No such information or documents will be returned to participants.

**8.9 Participant identification.** 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 he or she is selected and declared a winner. In the event of a dispute as to who submitted an entry form, the entry form will be deemed to have been submitted 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 to an e-mail address by an Internet access or online service provider, or other companies that assigns e-mail addresses for the domain associated with the submitted e-mail address.

**8.10 Decision of the Contest Organizer.** All decisions of the Contest Organizer or its representatives regarding this Contest are final and without appeal, subject to any decision of the *Régie des alcools, des courses et des jeux* with respect to any matter within its jurisdiction.

**8.11 Dispute / Quebec residents.** Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the *Régie des alcools, des courses et des jeux* 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.

**8.12 Facebook.** If the Contest is hosted on the *Facebook* platform, all participants confirm that they release *Facebook* from all liability and damages of any kind arising from their participation in the Contest and acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with, *Facebook*. The information provided by participants is provided to the Contest Organizer and not to *Facebook*.

**8.13 Various.** By entering the Contest, participants agree to be bound by these Contest rules and by the decisions of the Organizer, which 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 participants will be contacted. If any paragraph of these rules is declared illegal or unenforceable by a court of competent jurisdiction, then that paragraph will be considered void, but all other paragraphs will remain in effect.

**8.14 Public figures.** The use of a public figure in no way implies responsibility on the part of the public figure. The public figure must represent the image of Beau-soir/Groupe Beaudry and may in no way negatively affect the company's image. The public personality is only a collaborator and representative of the brand image of the Contest. Contacting the public figure in no way increases the chances of winning or the number of entries.

**8.15 Language.** Where an English version of these rules exists and there is a difference between the French and English versions, the French version will prevail.

**8.16 Rules.** Contest rules are available online at <https://beau-soir.com/en/contest/> and by using the QR code on the contest form in participating stores - July 4, 2024, to August 28, 2024.

\* *The masculine form is used to simplify the text.*