### "METRO LAST CALL FOR SUMMER CONTEST RULES

### 1. CONTEST PERIOD:

The "Metro Last Call for Summer" (the "Contest") begins on September 12, 2024, at 12:00:01 a.m. Eastern Time ("ET") and ends on September 25, 2024, at 11:59:59 p.m. ET (the "Contest Period").

### 2. ELIGIBILITY:

Contest is open to residents of Ontario who are of legal age at the time of entry except employees, representatives or agents of Metro Ontario Inc. (the "Sponsor" and the "Administrator"), its associated and affiliated entities, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the "Contest Parties"), as well as the immediate family members and any persons domiciled with any of the above (whether related or not).

## 3. HOW TO ENTER:

### **ENTRY OPTION 1 – ENTRY WITH PURCHASE AND LIMITS:**

To enter, visit https://www.metro.ca/en/contests/last-call-for-summer (Vanity link: metro.ca/contest) and follow the directions which require you to provide the unique identifying code from your receipt along with your email address as the entry point. By providing the unique identifying code and your email address you acknowledge that you have read and agree to be legally bound by the terms and conditions of these official rules and regulations (the "Rules"). To be eligible, your entry or entries as defined herein must be submitted and received during the Contest Period and be in accordance with the Rules. All eligible entries submitted and received in accordance with Option 1 and these Rules (an "Option 1 Entry" or "Entries") will be eligible. The Contest Sponsor, and each of their respective officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Released Parties") take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Entries/Requests (all of which are void). There is a maximum of five (5) Option 1 Entries per day per email address. Any person that has attempted to use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter in or otherwise participate in or to disrupt this Contest or otherwise attempt to exceed the maximum number of Option 1 Entries, then he/she/they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Option 1 Entry may also be rejected if (in the sole and absolute discretion of the Sponsor) it is not fully completed with all required information and submitted and received in accordance with these Rules.

#### **ENTRY OPTION 2 - NO PURCHASE NECESSARY ENTRY AND LIMITS:**

To receive one (1) Contest entry without purchase (an "Option 2 Entry" or "Entries"), an entrant must submit via email his or her first and last name, complete mailing address including city, province, postal code, daytime phone number (including area code), email address plus a fifty (50) word or more original essay describing "What I Like About My Shopping Experience At My Metro Ontario" (an "Entry"), and email to: metromarketing@metro.ca (with "Metro Last Call for Summer Contest" in the subject line of the email). The email must be received by Contest Sponsor no later than 11:59:59 p.m. ET on September 25, 2024, to be entered in the Contest. Any person that has attempted to (i) provide more than one (1) Option 2 Entry; and/or (ii) use multiple names, identities, addresses, to enter or otherwise participate in or to disrupt this Contest, then he/she/they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Option 2 Entry may also be rejected if (in the sole and absolute discretion of the Sponsor) the Option 2 Entry is not fully completed with all required information and submitted and received in accordance with these Rules.

## ADDITIONAL CHANCES TO PARTICIPATE - ELECTRONIC COMMUNICATION:

An additional chance to participate in the contest will be granted to customers who subscribe to the Metro Ontario newsletter. For customers who already receive the newsletter, by checking the registration box you will also be granted an additional chance and you will not be doubly subscribed to the newsletter.

### 4. VERIFICATION:

All Option 1 and Option 2 Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor, including, without limitation, government issued photo identification) for: (i) the purposes of verifying an individual's eligibility to participate in this Contest; (ii) the purposes of verifying the eligibility and/or legitimacy of any Option 1 or Option 2 Entry or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be these Rules and/or the Sponsor's official clock.

## 5. THE PRIZE:

Prizes consist of one Outdoor Steel Fireplace with Cooking Grill (Approx. \$399.99 value), two Amazon Fire HD 10 Tablets 32 GB 2023 release (Approx. \$190 value ea.), one Jamieson Insulated Cooler Bag (Approx. \$99 value), one Budda Branded Stand-Up Paddle (SUP) board (Approx. \$500 value), one Montellier Paddleboard (Approx. \$350 value) and one Weber Original Kettle Charcoal Grill 22" (Approx. \$199 value). The winner will be randomly selected from all Option 1 and Option 2 Entries that comply with the Contest Rules. The Prize must be accepted as awarded and is not transferable, assignable, or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). Any difference between the ARV and the actual value of the prizes as taken will not be awarded.

#### 6. WINNER SELECTION PROCESS:

There will be 1 draw date (the "**Draw Date**"), October 1, 2024, in Toronto, ON at approximately 9:00 a.m. ET. Seven (7) entrants will be selected among all eligible Option 1 and Option 2 Entries submitted pursuant to the Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

### 7. WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact an eligible winner (using their email address) within seven (7) business days of the Draw Date. If an eligible winner cannot be contacted within seven (7) business days of the Draw Date, or if there is a return of any notification as undeliverable, then he/she/they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to a Prize). The Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible winner from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

### 8. WINNER CONFIRMATION PROCESS:

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within Seven (7) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her/they participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her/they name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or social media. If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules, all as determined by the Sponsor in its sole and absolute discretion, then he/she/they will be disqualified and will forfeit all rights to a Prize. The Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible winner from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

# 9. GENERAL CONDITIONS:

All Option 1 and Option 2 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, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. **ANYONE DEEMED BY** 

# THE SPONSOR TO BE IN VIOLATION 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 the Website or third party applications 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, request or other information to be received, captured or recorded for any reason whatsoever; (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; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Option 1 or Option 2 Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the entry to have been submitted by the authorized account holder of the email address submitted at the time of entry. An entrant may be required to provide proof (in a form acceptable to the Sponsor, including, without limitation, government issued photo identification) that he/she/they is the authorized account holder of their email address or particulars associated with the entry in question. The Sponsor reserves the right, to withdraw or suspend this Contest in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. The Sponsor further reserves the right to cancel, amend or suspend this 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. Without limiting the generality of the forgoing, 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. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) could be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to take such legal action and seek such remedies and damages to the fullest extent permitted by law to protect its legal interests.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her/they entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy <a href="https://www.metro.ca/en/protection-of-personal-information">https://www.metro.ca/en/protection-of-personal-information</a>. 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 pursuant to the Contest or otherwise granted.

The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant 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, affects the proper administration of the Contest as contemplated in these Rules, or for any other reason.

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, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.