

OFFICIAL CONTEST RULES (the "Contest Rules")

CONTEST NAME: "EASTER SCAVENGER HUNT" (the "Contest")

DATE: April 12, 2025

- 1. ORGANIZER. The contest is held by Metro Ontario Inc. (Individually and collectively the "Organizer" or "Contest Organizer").
- 2. CONTEST PERIOD. The Contest will run during the following period ("Contest Period")

Contest Start Date: April 12, 2025 Time: 10:00:01 a.m. Eastern Time (ET)

Contest End Date: April 12, 2025 Time: 04:00:00 p.m. Eastern Time (ET)

3. 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).

4. HOW TO ENTER:

ENTRY OPTION 1 – ENTRY WITH PHOTO SUBMISSION:

To receive one (1) Contest entry with submission (an "**Option 1 Entry**", "**Entry**" or "**Entries**"), an entrant must be following the official Metro Instagram Page (<u>@metroontario</u>) or Metro Facebook Page (<u>@metro.ontario</u>). The entrant must submit a photo from the Event (Scavenger Hunt) using the hashtag #MetroScavengerHunt. He/she/they must tag Metro's official account to qualify. The entrants account must be set to Public for the post to be visible. By submitting a photo and using the hashtag, the entrant signifies they have read and agree to be legally bound by the terms and conditions of these official rules and regulations (the "Rules"). To be eligible, the Entry must be submitted and received during the Contest Period and be in accordance with these Rules and Regulations posted on the following address: <u>https://www.metro.ca/en/contests/easter-scavenger-hunt</u>. There is a maximum of one (1) Option 1 Entry per account. Any person that has attempted to use multiple names, identities, or social accounts 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 - ENTRY WITHOUT PHOTO SUBMISSION:

To receive one (1) Contest entry without social submission (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 Easter Scavenger Hunt Contest" in the subject line of the email). The email must be received by Contest Sponsor no later than 4:00:00 p.m. ET on April 12th, 2025, 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, email 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.

5. VERIFICATION:

All 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 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 the Sponsor's Official Clock(s).

6. THE PRIZES:

There will be three (3) Prizes available to be won which will consist of three (3) Metro Ontario gift cards ("Gift Cards") valued at \$500 each (Approximate Retail Value or "ARV"), for a total amount of \$1,500 in prizes. 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). All terms and conditions of any Gift Cards apply to the Prize. Gift Card increments will be allocated at the Sponsor's discretion. Gift Cards have no expiration date, and no inactivity or other fees associated with them. You can check your balance in-store or by visiting <u>https://www.metro.ca/en/gift-card</u>. Protect gift cards as if they were cash. The balance on a Gift Card cannot be replaced if it is lost, stolen, damaged or used without your consent. Any difference between the ARV and the actual value of the Gift Cards as taken will not be awarded.

7. WINNER SELECTION PROCESS:

There will be 1 draw date (the "**Draw Date**"), April 14, 2025, in Toronto, ON at approximately 9:00 a.m. ET. Three (3) 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.

8. WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact an eligible winner (using their Facebook or Instagram account, or email address for Option 2 entrants) 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).

9. WINNER CONFIRMATION PROCESS:

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each 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) sign a Declaration and Release that releases the Released Parties (as defined below) 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 Declaration and Release 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 disgualified 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).

10. 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, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.

Disgualification. All Contest-related documents, including but not limited to, entry forms and Declaration and Release forms, are subject to verification by the Contest Organizer. Entrants who do not comply with these Rules are subject to be excluded from this Contest and any future contests and promotions the Organizer may hold, including, but not limited to, any entrant guilty or suspected: (i) of tampering with materials, entry forms, entry processing or the Contest's conduct or any technical or mechanical element of the Contest, or (ii) of deliberately damaging Contest-related Web sites, Web pages or applications or of sabotaging the legitimate conduct of this Contest, or (iii) of breaking these Rules, or (iv) of using means that do not comply with the Rules or are unfair to other entrants, or (v) to have obtained or submitted entries exceeding the authorized limit provided in the Rules, or (vi) to have used several names, identities, e-mail addresses and/or any automated system or program to enter or participate in the Contest, or (vii) to have disrupted the conduct of the Contest in any other way, or (viii) of acting unfairly or to adversely affect, annoy, abuse, threaten or harass another person. Any attempt by an entrant or other person to deliberately damage a web site, equipment, application or technology used for the Contest or interfere with the legitimate operation of the Contest constitutes a violation of civil and criminal laws. The organizer reserves the right, in such case, to report said person to the authorities and to institute such legal proceedings and seek such damages as allowed by law. 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.

Declaration and Release Form. By entering or attempting to enter this Contest, any selected entrant releases and holds harmless the Contest Organizer, its parent company, any company, corporation, trust or other legal entity controlled by or affiliated to them, any participating store, Facebook and/or Instagram in the case of a Facebook or Instagram contest, its or their advertising and promotional agencies, the providers of prizes, goods or services for the Contest, as well as their respective directors, officers, associates, employees, agents, representatives, successors and assigns (collectively the **"Released Parties")** from any and all liability relating to the Contest (participation, conduct, advertising, rules, etc.) or the prize (claim, use, etc.). In order to be declared a winner, selected entrants will have to sign a Declaration and Release form confirming their compliance with the Contest Rules and this release of liability in favour of the Released Parties.

Limitation of liability. Without limiting the generality of the above release, the Released Parties disclaim any and all liability for any of the following: (i) any misprint (or other error) found in the offer or documents regarding the administration of the Contest, including, but not limited to, errors in the promotion, official Contest Rules, announcement of the winner(s), awarding of the prize(s), or any malfunctioning of or problems or technical difficulties with any networks, phone lines, SMS systems, computer component, software or communications line, loss or lack of network communications, or any transmission that is faulty, incomplete, incomprehensible or erased by any computer, server or service provider or software, virus, bug, PC failure, software and hardware configuration, or failed transmission of any email or other communication to the Contest Organizer or to an entrant for whatever reason, including any network congestion or web site crash that may limit a person's ability to participate in the Contest; (ii) late, lost, stolen, damaged, undelivered, improperly delivered, incomplete or inaccurate entries; (iii) failure to receive entries due to transmission problems or any other technical failure, including, but not limited to, the malfunctioning of any network, server, service provider, hardware or software, whether attributed to the sender or the recipient that may limit or prevent a person's participation in the Contest; (iv) any damages that may be caused, directly or indirectly, in whole or in part, notably to entrant's or other person's system or device, by any Web page, software or other download or by the transmission of any information concerning the Contest.

This Contest is in no way sponsored, administered, or associated with Facebook or Instagram. Facebook and Instagram are completely released of all liability by each entrant or participant in this Contest. Any questions, comments or complaints regarding this Contest must be directed to the Sponsor and not Facebook or Instagram.

Web site. The Contest Organizer does not guarantee that access to or use of the Contest Web site or Facebook page on the Facebook platform or Instagram page on the Instagram platform will be uninterrupted during the Contest Period or error-free.

Termination of participation in the Contest. Should the Contest have to close, in whole or in part, before the end of the Contest Period, the Contest Organizer may, at its sole discretion, proceed with a random draw from among the eligible entries duly registered during the Contest Period or, as the case may be, up to the date of the event ending this Contest.

Personal Information and Consent. By participating, entrants consent to the collection, storing, use and disclosure of their personal information submitted with his/her/they Entry by the Organizer and/or its authorized agents for the purpose of administering the Contest and awarding prizes and in accordance with Sponsor's privacy policy <u>https://www.metro.ca/en/protection-of-personal-information</u>. In accepting a prize, a winner authorizes the Contest Organizer and its representatives to use, if need be, his/her/they name, address, voice, statements, photo, likeness and other representations and recording for advertising purposes in all media including, but not limited to, the Internet, without further notice or compensation. Each entrant may be required to sign a document to that effect. 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.

Intellectual Property and Copyright. In submitting a photo, composition, design or other work (the "**Work**") for this Contest, the entrant guarantees that the work is free of third-party rights and that the entrant, holding all required rights, submits the Work and authorizes, including, but not limited to, its use, modification, transfer, adaptation, publication, communication, or distribution in any format, media or technology whatsoever, including, but not limited to, television, information technology, wireless or online. The entrant agrees to provide, upon request, proof that he/she/they holds the copyright/intellectual property rights to the Work and indemnify and hold harmless the Contest Organizer from and against all claims, actions, proceedings arising from any use of the Work.

Ownership. All Contest-related information and documents, including but not limited to, entry forms, and Declaration and Release Forms, information of a technical or operational nature or regarding designs, information systems, software, logos, trademarks and intellectual property are and remain the sole property of the Contest Organizer and will in no case be returned to participants.

Contest Organizer's Decisions. Any decision by the Contest Organizer or its representatives regarding the Contest is final and without appeal.

In the event of a dispute regarding who submitted an 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 Facebook or Instagram account or 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 are the authorized account holder of the Facebook or Instagram account or email address associated with the Entry/request in question.

The Sponsor reserves the right, to cancel 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.

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, affect 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.