

# **“METRO’S SANTA CLAUS PARADE ELFIE SELFIE CONTEST”**

## **OFFICIAL RULES (the “Official Rules”)**

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The “**METRO’S SANTA CLAUS PARADE ELFIE SELFIE Contest**” (the “**Contest**”) is sponsored by Metro Ontario Inc. (the “**Sponsor**”).

**No purchase is necessary to enter and win a prize (“Prize”) in the Contest and making a purchase will not affect or improve the chances of winning a Prize.**

**IMPORTANT NOTE:** In addition to complying in full with all other requirements of these Official Rules, in order to be declared the actual winner of a Prize, the potential winner first must answer correctly a mathematical or arithmetic skill-testing question (the “skill-testing question”), without any mechanical, electronic or other assistance.

The Contest begins at 9:00:01 AM local (Eastern) time Ontario (“**ET**”) on November 17, 2019 and ends at 11:59:59 PM ET on November 17, 2019 (the “**Contest Period**”).

**Note:** In these Official Rules, the Sponsor’s computer system which is used to govern all computer and time-related aspects of the Contest and, among other things, is the official time-keeping device for the Contest, is called the “**Contest computer**”. Subject to the provisions of these Official Rules, all results as recorded or otherwise governed by the Contest computer shall be final and binding (without right of appeal) in all respects. Except as otherwise specifically stated in these Official Rules, all times mentioned in these Official Rules shall be ET.

1. **ELIGIBILITY:** To be eligible to enter and to win a Prize in the Contest, a person must be a resident of Ontario, Canada who: (i) is eighteen (18) years of age or older at the time he/she enters the Contest; and (ii) has a valid public Instagram or Facebook account; **except** the following persons who are not eligible to enter the Contest or to win a Prize in the Contest:
  - a) employees, directors, agents or representatives of Facebook, Inc, Instagram, Inc. or the Sponsor or of any of their respective divisions, subsidiaries, affiliates, franchisees, stores, licensees, or promotional agencies, or of any person, firm or corporation which provides any Contest materials or any services for the Contest; and
  - b) any person who resides or is domiciled with any person identified in Rule 1 a) of these Official Rules (whether related or not).

In these Official Rules, a person who is eligible to enter the Contest is referred to as an “**eligible person**”.

2. **DEFINITIONS:** In these Official Rules a) the term “**Sponsor**” includes, where the context requires or permits, a representative or agent of the Sponsor, which for purposes of this Contest includes Proof Experiences Inc.; b) the term “**Prize**” means a prize which is available to be won in the Contest; c) the term “**potential winner**” means an eligible person who has been identified as being the potential winner of a Prize; d) the term “**winner**” means the potential winner who has been verified and confirmed as the actual winner of a Prize in accordance with these Official Rules; e) the term “**day**” comprises the 24-hour period starting at 12:00:00 midnight ET on a given day during the Contest Period and ending that day at 11:59:59 p.m. ET; f) the term “**Entry**” means an eligible entry into the Contest, which is recorded by the Contest computer on behalf of the applicable eligible person (see Rule 4 below), and the term “**Entries**” is the plural of Entry; g) the term “**Santa Claus Parade**” means the 2019 Toronto Santa Claus Parade taking place on November 17, 2019.
3. **THE CONTEST: GENERAL DESCRIPTION AND CHANCES OF WINNING A PRIZE:**

The Contest consists of a “sweepstakes” (the “**Sweepstakes**”) in which four (4) Entries are selected (the “**Sweepstakes draw**”) at random by the Contest computer from among all Entries recorded by

the Contest computer in accordance with these Official Rules, as described in Rule 5 below. The eligible persons whose Entry is selected will each be the potential winner of a Prize described in Rule 7 below. The chances of becoming the potential winner of a Prize depends on the number of Entries recorded by the Contest computer in accordance with these Official Rules.

4. **HOW TO ENTER THE CONTEST:** No purchase is necessary to enter the Contest. In order to enter the Contest, an eligible person must locate one of the Metro branded elves at the Santa Claus Parade and take a “selfie” photograph with the Metro branded elf (the “**Photograph**”) (**note:** both the eligible person and a Metro branded elf must appear in the Photograph), and then upload the Photograph onto his/her public Facebook and/or Instagram account and use the hashtag #MetroNorthPole (each, an “**Upload**”). For each Upload completed as aforesaid, the Contest computer will record one (1) Entry into the Contest in the name of the applicable eligible person. There is a limit of five (5) Entries per eligible person during the Contest Period.

5. **THE SWEEPSTAKES DRAW:**

It is planned that the Contest computer will select at random four (4) Entries within five (5) days after the expiry of the Contest Period. The eligible persons whose Entry is selected will each be the potential winner of a Prize.

6. **NOTIFICATION TO THE POTENTIAL WINNER OF A PRIZE, THE DECLARATION AND RELEASE, THE SKILL-TESTING QUESTION, PRIZE FORFEITURE, ENTRY LIMITS AND OTHER MATTERS:**

The Sponsor will notify (“**notification**”) the eligible person who, as a result of the Sweepstakes draw, is the potential winner of a Prize in the Contest. The notification will be in the form of a direct message posted to the potential winner’s Instagram account informing the potential winner that he/she is the potential winner of a Prize, ask him/her to provide the Sponsor with an e-mail address to send a declaration and release (the “**declaration and release**”), all of which the potential winner must properly complete by the date specified by the Sponsor. The declaration and release will contain a skill-testing question, will contain a declaration by the potential winner that he/she is an eligible person that has complied in full with and will continue to comply in full with the provisions of these Official Rules and accepts a Prize as awarded to him/her, and will contain an indemnity, a liability release and a publicity release.

The Releasees (defined below) are not responsible if, for any reason, a potential winner does not receive the notification (or any other communications).

The potential winner must print out the declaration and release. Note: If a potential winner cannot print out the declaration and release, he/she should call the Sponsor at 416-234-6930 and request that the Sponsor mail a copy of the declaration and release to the potential winner. Once a potential winner has a printed copy of the declaration and release, he/she must fill his/her correct answer to the skill-testing question in the space provided for that purpose on the declaration and release, and must complete in full the declaration and release in the manner which will be specified in the notification and on the declaration and release. The potential winner then must return, by mail (or e-mail) to the Sponsor at the address set out in the notification, the duly completed and signed original declaration and release, containing the potential winner’s correct answer to the skill-testing question, for receipt by the Sponsor no later than the date specified in the notification.

Provided the potential winner submits his/her duly completed and signed declaration and release, and provided that declaration and release is received by the Sponsor in accordance with these Official Rules, and provided the potential winner answers correctly the skill-testing question, subject to the provisions of these Official Rules, the Sponsor then will proceed to review the declaration and release to confirm that it accords with the requirements of the Official Rules.

**Prize Forfeiture:** If the Sponsor cannot contact a potential winner through the notification process described above within five (5) days of the Sweepstakes draw date, or if a potential winner fails to submit an answer to the skill-testing question, or submits an incorrect answer to that question, or

fails to comply in full and in any way or manner with any provision or provisions of or limitation contained in these Official Rules including, without limitation, the eligibility requirements prescribed in Rule 1 of these Official Rules, or fails to meet the requirements related to completion, execution and submission of his/her declaration and release (see above), that potential winner forfeits any right to receive the Prize, is deemed to have waived any claim to the Prize without further notice, and that Prize is forfeited.

If, for any of the reasons specified in the preceding paragraph of this Rule 6, the potential winner of a Prize forfeits such Prize, the Sponsor may, in its sole discretion and time permitting, select a backup Entry and, if selected, will send the notification to the eligible person who submitted the backup Entry, who will follow the same process specified in this Rule 6, which is applicable to notifying the potential winner of that Prize. The eligible person who submitted that backup Entry will have the same obligations as apply to the potential winner of that Prize. If and as necessary, the Sponsor may elect, in its discretion, to continue the process of attempting to verify an eligible person as the winner of a Prize by dealing, in order, with each eligible person who submitted a backup Entry until that Prize winner is verified, or until there are no more backup Entries remaining. In the latter case, that Prize will not be awarded in the Contest and no eligible person who was a potential winner of that Prize, and no other person, will have any claim against the Sponsor in respect to that Prize or the Contest.

**Entry Limits:** There is a limit of five (5) Entries per eligible person per day during the Contest Period. In addition, no eligible person is permitted in any way or manner to use more than one (1) Instagram or Facebook account to enter the Contest, or to use the same Photograph more than once to enter the Contest.

7. **PRIZING:** There are four (4) Prizes available to be won in the Contest, each consisting of \$200.00 CDN in Metro gift cards in denominations to be determined by the Sponsor, at its sole discretion (each a “**Gift Card**”).

Gift Cards will be activated before being delivered to a winner. A Gift Card can be used, up to its value, or its remaining value, as the case may be, to purchase products and/or services at any participating Food Basics or Metro store in Ontario, Canada.

Each Gift Card, subject to anything expressly to the contrary as set out in these Official Rules, is subject to Metro Ontario Inc. then current terms and conditions which apply to Gift Cards. Those terms and conditions include, without limitation, the following provisions and limitations: no Gift Card is redeemable or refundable, in whole or part, for cash (unless required by law); no change will be given from it, it cannot be used for Western Union purchases, and it cannot be used to make credit card payments or to purchase another Gift Card; purchases will be deducted from the value of the gift card until the balance reaches zero; the value of a Gift Card which is damaged, lost, stolen, or destroyed in any manner will not be replaced and no Gift Card will be replenished in the case of unauthorized use; no credit or other consideration will be given for any value which remains on a Gift Card; <https://www.metro.ca/en/gift-card> for complete terms and conditions; Sponsor may modify said terms and conditions without notice.

ARV of each Prize is \$200.00 CDN.

#### **GENERAL PROVISIONS:**

8. Subject to the provisions of these Official Rules, a Prize must be accepted as awarded, without substitution, and is not transferable and has no cash surrender value. All ARVs in these Official Rules are stated in Canadian Dollars. No cash alternative or substitution of a Prize will be provided, except that the Sponsor, in its sole discretion, reserves the right to provide a substitute prize of equal or greater value if a Prize cannot be awarded as described due to unavailability or for any other reason whatsoever.

9. Any income or other taxes (including, without limitation, federal, Provincial/Territorial, and local income taxes) on or connected with a Prize, and the reporting consequences thereof, are solely the responsibility of the winner of a Prize.
10. Any expenses which are applicable to a Prize, and which are not expressly included in the description of a Prize in these Official Rules are the sole responsibility of the winner of a Prize. If the potential winner cannot accept a Prize as stated, that Prize will be forfeited in its entirety.
11. By entering the Contest, eligible persons agree to abide by these Official Rules and by the decisions of the Sponsor with respect to all aspects of the Contest, including without limitation any decision respecting the eligibility or otherwise and the identity of any person who participates or attempts to participate in the Contest. All such decisions are final and binding (without right of appeal) on all persons who enter the Contest.
12. Any person attempting or apparently attempting in any way to defraud the Sponsor in any way in connection with the Contest will be disqualified and prosecuted to the fullest extent permitted under the law. In the event of a dispute as to the identity of any person who submits an Entry into the Contest, the Entry in question will be deemed to have been submitted by the person who is the authorized account holder of the Instagram or Facebook account, as the case may be, associated with the potential winning Entry. The "authorized account holder" shall be the natural person to whom the applicable Instagram or Facebook account has been assigned. A potential winner may be requested to provide the Sponsor with proof that he/she is the authorized account holder of the Instagram or Facebook account associated with his/her potential winning Entry. If a dispute cannot be resolved to the Sponsor's satisfaction, the potential winning Entry will be deemed null and void.
13. If the Sponsor in its sole discretion so elects, the potential winner may be required to submit to, and by entering the Contest agrees to fully cooperate in, a background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Contest will not bring the Sponsor into public disrepute, contempt, scandal or ridicule, or reflect unfavourably on the Contest or the Sponsor as determined by the Sponsor in its sole discretion.
14. If a winner makes any false statement in any document related to the Contest, the winner will be required to promptly return the awarded Prize (or, at the Sponsor's option, the cash equivalent of a Prize based on the ARV as stated in these Official Rules) to the Sponsor upon demand and at the winner's sole expense.
15. A winner may not transfer a Prize to any other person prior to the actual delivery to him/her of a Prize unless authorized in writing by the Sponsor before the transfer is made. Such authorization may be granted or withheld in the Sponsor's sole discretion. Any potential winner or winner of a Prize must make any request for such authorization in writing and must sign and return the request to the Sponsor.
16. The Releasees (defined below) are not responsible for illegible, misdirected, late, lost, damaged, delayed, stolen, or any postage-due submission or transmission of any declaration and release (or for any declaration and release which is sent to the Sponsor on a 'collect' basis) or for any failed Prize delivery or attempted Prize delivery; for incorrect, inaccurate or incomplete capture on or by an Instagram or Facebook account, or the Contest computer of any Entry or any Entry information; for late, lost, illegible, incomplete, falsified, fraudulent, tampered with, altered or destroyed Entries and all such Entries are void; for any damage to any eligible person's or other person's computer system or wireless device which is occasioned by accessing Instagram or by participating in the Contest, or by redeeming or attempting to redeem a Prize; for lost, interrupted, inaccessible, incompatible or unavailable networks, servers, satellites, Internet Service Providers, wireless carriers, web sites, or other connection or connections; for availability or accessibility problems arising in connection with or over the course of the Contest; for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, email, telephone or cable transmissions, or hardware or software malfunctions, failures or difficulties; for any technical malfunctions, failures, or difficulties, printing errors or omissions, clerical, typographical or other error(s) or omission(s) in any materials connected to the Contest including, without limitation, in any advertising or advertising materials,

in any declaration and release, in any Entry, in the offering or announcement of a Prize or in the Prize notice or the notification; for any errors or omissions of any kind, whether human, mechanical, clerical, electronic, or technical in nature; or, for the incorrect or inaccurate capture of information, or the failure to capture any information.

17. Proof of mailing or of transmission or of attempted transmission of any communication or any declaration and release does not constitute proof of receipt by the Sponsor of the communication or declaration and release.
18. By entering the Contest, each eligible person (here, a “**Releasor**”) releases and agrees to indemnify and hold harmless the Sponsor, Facebook, Inc., Instagram, Inc., and their respective parent, related and subsidiary and affiliated companies, subsidiaries, agents, members, dealers, franchisees, stores, advertising or promotional agencies, representatives, and each of their respective directors, officers, employees, successors, sponsors, partners, licensors, licensees, subsidiaries, agents, advisors, assignees, and all others associated with the development and execution of the Contest (collectively the “**Releasees**”), from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, costs, expenses, claims and demands, including legal fees and related expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for injury, accident, damage, claim, loss, misfortune, death, or property damage which any Releasor, or his/her administrators, heirs, successors or assigns, has, might have or could have, with respect to or in any way related or connected to any aspects of the Contest or by reason of or arising out of the Releasor’s participation in the Contest and/or in connection with the acceptance and/or use by the Releasor of a Prize awarded and any travel by a Releasor to claim a Prize and from and against any and all liability with respect to or in any way related to the Prizes, printing errors or omissions, claims based upon publicity rights, defamation or invasion of privacy prior to being awarded a Prize, or arising from the Contest and the awarding, use, possession, delivery or misuse of a Prize awarded, including liability for personal injury or damage to property. The Releasor further agrees to indemnify and save the Releasees harmless from and against any such causes of action, suits, debts, covenants, contracts, costs, expenses, claims and demands, including legal fees and related expenses.
19. By claiming a Prize, the potential winner and the winner hereby agrees and grants the Sponsor the right, but not the obligation, to use his/her name, photograph, prepared food dish photograph, voice, and likeness, along with his/her address (city/town and province) and any statements made by or attributed to him/her in any and all media (including the Internet), now known or hereafter devised, in perpetuity and throughout the universe for advertising and promotional purposes in connection with the Contest and other promotions without further notice, review, approval or compensation, and releases the Sponsor and all directors, officers, employees, and agents of the Sponsor and of the Sponsor’s divisions, parents, subsidiaries or affiliated companies, advertising and promotion agencies, representatives, stores, service agencies, or independent contractors from any liability with respect thereto.
20. By accepting a Prize, the applicable winner agrees that if the Sponsor decides, in its sole discretion, to hold any Prize presentation ceremony or event, the winner will attend and participate in such presentation, at his/her own cost.
21. Any attempt by any person to damage the Sponsor’s Instagram or Facebook page or to undermine the legitimate operation of the Contest 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, including criminal prosecution. The use of an invalid or private Instagram or Facebook account will disqualify any related Entry.
22. **FORCE MAJEURE/PRINTING AND CONTEST ERRORS AND/OR OMISSIONS:** Subject to first obtaining any necessary governmental consent, the Sponsor reserves the right to suspend or terminate the Contest or to amend, enlarge or modify these Official Rules at any time and in any way, without prior notice. Without limiting the generality of the foregoing, and subject to any governmental approval which may be required, the Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or to modify, suspend or extend the

Contest in any way, if it determines, in its sole discretion, that the Contest is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses, glitches, or printing or production errors or omissions) have destroyed or severely undermined the proper play, integrity, and/or feasibility of the Contest. In the event the Sponsor is impeded or prevented from continuing with the Contest as planned or intended by any event beyond its control, including, but not limited to fire, flood, natural or manmade epidemic or health hazard or crisis, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment malfunction or failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), any federal, Provincial/territorial, or local government law, order, or regulation, public health crisis, the order of any court or jurisdiction, or by any other cause not reasonably within the Sponsor's control, then subject to any governmental approval which may be required, the Sponsor shall have the right to modify, suspend, extend or terminate the Contest. Subject to the provisions of these Official Rules, only the type and quantity of prizes described in these Official Rules will be awarded in the Contest. If, due to printing or programming or production or transmission or other errors or omissions or for any other reason whatever, there are more potential Prize winners coming forward seeking to claim a Prize than there are Prizes, the winner of the Prizes described in these Official Rules, in the sole discretion of Sponsor, may be selected in a random drawing from among all persons making purportedly valid claims for the Prizes. Inclusion in such drawing shall be the sole and exclusive remedy in such circumstances for any eligible person who has submitted an Entry into the Contest. In the event there are more Prizes than Entries, the Sponsor reserves the right not to award any such excess Prize(s).

23. **DISQUALIFICATION:** It is the responsibility of any eligible person who submits an Entry into the Contest to ensure that he/she has complied in full with all of the conditions and requirements contained in these Official Rules. The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or with the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the apparent intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from and against any such person to the fullest extent permitted by law.
24. **WORDING DISCREPANCIES:** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any declaration and release or on the Sponsor's website, Instagram or Facebook page or advertising or form or other publicity or materials concerning the Contest and the provisions contained in these Official Rules, the provisions in these Official Rules (English version) shall prevail, govern and control.
25. **INVALIDITY:** The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed or considered to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the Sponsor. Subject to the provisions of these Official Rules, employees of the Sponsor, or of any of its representatives, are not authorized to modify, amend or waive these Official Rules.
26. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between one or more persons who participate in the Contest and the Sponsor in connection with the Contest shall be governed by and construed and interpreted in accordance with the internal laws of the Province of Ontario, Canada, including the procedural provisions of those laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. All persons who participate in the Contest, the Sponsor, and all other parties hereby attorn to the jurisdiction of the courts of that Province, sitting in the City of Toronto, Ontario, in respect of the determination of any matter or dispute arising under or in respect of the Contest or

arising under or in respect of these Official Rules and agree that any such determination shall be brought solely and exclusively before such courts in the Province of Ontario.

27. **USE BY SPONSOR OF PERSONAL INFORMATION:** In the course of conducting the Contest, the Sponsor will acquire certain personal information as submitted by persons seeking to enter the Contest. The Sponsor will use such personal information only for the purpose of conducting and administering the Contest and in accordance with its privacy policy, a copy of which can be found here:

<https://www.metro.ca/en/protection-of-personal-information>

The Sponsor's privacy policy is hereby incorporated into these Official Rules.

These Official Rules, the declaration and release, and notification email are all available in accessible formats on request. Such request can be made by calling the Sponsor at 1-800-268-2561, ext. 6073.

28. A copy of these Official Rules can be found at <https://www.metro.ca/en/contests>. A copy of these Official Rules may also be obtained by sending a written request to the Sponsor by mailing a self-addressed stamped envelope, postage prepaid, to: Metro Ontario Inc., attention: Metro Marketing, 5559 Dundas Street West, Etobicoke, Ontario, M9B 1B9, re: *Metro's Santa Claus Parade Elfie Selfie Contest*. Only one request for a copy of these Official Rules per outer envelope, mailed separately will be fulfilled. All requests for a copy of these Official Rules must be received before the expiry of the Contest Period.
29. Instagram, Inc. and Facebook, Inc. are not in any way connected to the management, administration and/or fulfillment of the Contest.

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