

## CONTEST RULES

### NEEDS CONVENIENCE GRADING DAY CONTEST 2025 (the "Contest")

#### 1. Eligibility

The Contest is open only to legal residents of New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island (the "Participating Provinces") who have reached the age of majority in their province of residence on the date that they entered the Contest. Void where prohibited by law. Employees, directors, officers, representatives, agents of Sobeys Capital Incorporated (the "Administrator" and the "Sponsor"), and its respective parent company, affiliates, franchisees, subsidiaries, distributors, representatives, advertising and promotional agencies, agents, sponsors, and any entity that they contract with specific to the Contest, as well as the immediate family members (spouse, parent, child, sibling), and any persons domiciled with any of the above (whether related or not), are not eligible to win a prize.

#### 2. Contest Period

The Contest runs from June 17, 2025 and ends on June 30, 2025 (the "Contest Period").

#### 3. How to Enter without Purchase

NO PURCHASE IS NECESSARY. Needs Convenience, in collaboration with influencer Amanda Paige (@amandapaiget on Instagram and @ontothnextpaige on TikTok), will be sharing a post about this Contest on Instagram, Facebook, and TikTok (the "Social Media Platform(s)") during the Contest Period. To enter the Contest, visit one of the Social Media Platforms mentioned above and complete the entry form that is linked on the Contest post (the "Entry Form"), or visit the following link <https://www.needs.ca/en/contests/> to access the Entry Form, and provide your first name, last name, and email address. Once you have completed and submitted the Entry Form, you will earn one (1) entry into the Contest (an "Online Entry").

Entrants can also earn bonus entries by doing any of the following actions:

- When completing the Entry Form, entrants can click on the "Click for a Daily Bonus Entry" button in order to earn one (1) daily bonus entry (a "Daily Entry")
- When completing the Entry Form, entrants can click on the "Follow @needsconvenience on TikTok" button to follow Needs Convenience on TikTok in order to earn ten (10) Needs TikTok entries (the "Needs TikTok Entries")
- When completing the Entry Form, entrants can click on the "Watch this video on TikTok" button to watch a TikTok video posted by Needs Convenience in order to earn ten (10) video entries (a "Video Entry")
- When completing the Entry Form, entrants can click on the "Follow @needsconvenience on Instagram" button to follow Needs Convenience on Instagram in order to earn ten (10) Instagram entries (the "Instagram Entries")
- When completing the Entry Form, entrants can click on the "Visit us on Facebook" button to visit Needs Convenience's Facebook page in order to earn ten (10) Facebook entries (the "Facebook Entries"). Entrants can earn ten (10) Facebook Entries per day, by revisiting the Entry Form and clicking on the "Visit us on Facebook" button.

- When completing the Entry Form, entrants can click on the “Follow @amandapaiget on Instagram” button to follow Amanda Paige on Instagram in order to earn five (5) follow entries (the “Follow Entries”)
- When completing the Entry Form, entrants can click on the “Follow @ontothextpaige on TikTok” button to follow Amanda Paige on TikTok in order to earn five (5) Amanda TikTok entries (the “Amanda TikTok Entries”); and
- When completing the Entry Form, entrants can click on the “Share with Friends” button to share with this Contest with their friends in order to earn ten (10) share entries (the “Share Entries” and together with the Online Entry, Daily Entry, Needs TikTok Entry, Video Entry, Instagram Entry, Facebook Entry, Follow Entry, and Amanda TikTok Entry, the “Entry(ies)”).

By participating in this Contest and submitting your Entries, you agree to have read and will abide by these Contest rules, the Entry requirements, and Privacy Policy of Sobeys.

Limit of one (1) Online Entry, per person, during the Contest Period.

Limit of one (1) Daily Entry per person, per day during the Contest Period.

Limit of ten (10) Facebook Entries per person, per day during the Contest Period.

Limit of ten (10) Needs TikTok Entries, ten (10) Video Entries, ten (10) Instagram Entries, five (5) Follow Entries, five (5) Amanda TikTok Entries, and ten (10) Share Entries, per person during the whole Contest Period.

#### **4. Prize Description**

There is one (1) prize to be won throughout the entire Contest Period. The prize consists of one (1) Needs Convenience gift card (the “Prize”). The approximate retail value of the Prize is \$200.00 (CAD).

#### **Prize Conditions:**

In addition to any conditions already stated in these Contest Rules, the following conditions apply to the Prize:

- The Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Prize must be accepted as awarded. The Sponsor/Administrator reserves the right to substitute any Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of the Prize, such as any fee associated with the receipt and/or use of the Prize.
- Any difference between the approximate retail value and the actual value of the Prize as taken will not be awarded.
- You must sign the Sponsor’s Release form (as defined hereunder) in order to receive and participate in the Prize.
- All terms and conditions of the Needs Convenience gift card apply to the Prize. Gift card increments will be allocated at the Sponsor’s discretion.

## **5. Odds**

The odds of winning a Prize depends on the total number of eligible Entries received during the Contest Period.

## **6. Draw Details**

A random draw will be conducted by a representative of the Sponsor/Administrator located in Nova Scotia, Canada from all eligible Entries received during the Contest Period (the “Draw”). The Draw will occur on July 2, 2025. You do not need to be in attendance to be selected. Only one (1) Prize is available to be won.

## **7. Winner Contact Details**

If you are chosen to be eligible to win a Prize, you will be contacted within fourteen (14) business days of the Draw at the telephone number, email address or using the contact information that was submitted in the Entry. If you have not provided a telephone number or email address, you are not eligible to win the Prize. In order to be declared a winner, you must correctly answer without assistance a mathematical skill testing question and sign a Release form (the “Release”). Upon verification of the completion and correctness of the answer to the skill-testing question, and execution of the Release, you may be declared a winner. In case of a dispute concerning the identity of the individual who submitted an Entry, the entrant will be deemed to be the account holder of the email address under which the Entry was submitted.

## **8. Forfeit of Prize**

If you cannot be reached within seven (7) days of our first attempt to contact you, do not answer the skill-testing question correctly, or otherwise fail to comply with these Contest Rules, then the Prize will be forfeited and another Entry will be randomly selected from among the remaining eligible Entries as per these Contest Rules. This process of selecting a Prize winner will be repeated until all Prizes eligible to be won have been awarded.

## **9. Use of Personal Information**

By entering the Contest and voluntarily providing your personal information as described in these Contest Rules, you agree to the collection, use and disclosure by the Administrator, and its respective employees and/or authorized agents, of your personal information, for the purpose of administering the Contest, including—but not limited to—contacting you with respect to the Contest if you are a selected entrant. Personally-identifiable information will only be used to administer the Contest and for no other purpose, except as specifically outlined in these Contest Rules. Personally-identifiable information will not be sold, shared or disclosed by the Administrator to any third party, other than to a third party engaged by the Administrator for the purpose of administering the Contest, or if required by law with the exception that aggregated information may be used by or shared amongst the Administrator and its subsidiaries and affiliates, or shared by the Administrator with third parties in accordance with our Privacy Commitment available at <https://www.sobeys.com/en/privacy-policy>.

## **10. Publicity Consent**

By entering the Contest, you agree that if you are determined to be a winner, the Administrator and the Sponsor may use your name, social media username, comments, voice, likeness, municipality of residence and picture in any advertising, promotion or publicity carried out now or in the future, in any media without compensation or notice, and you grant to the Administrator and the Sponsor any and all rights to such use. You agree to cooperate with the Administrator and the Sponsor in arranging for photographs or other forms of publicity and to be available for photographs or other forms of publicity on reasonable notice.

## **11. Limitation of Liability / Release**

By entering the Contest, and as a condition of your acceptance of the Prize, you, your heirs, executors, administrators, legal person representatives, successors and assigns, agree, among other things, to hereby irrevocably and unconditionally release and forever discharge and hold harmless, Sobeys Capital Incorporated, and its respective direct and indirect parent company, affiliates, subsidiaries, successors, assigns, agents, advisors, franchisees, shareholders, partners, representatives, their advertising, promotion and fulfillment agencies and each of their respective employees, officers, directors, agents and representatives (collectively, the "Released Parties"), from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, injuries, property damage or death, demands, liabilities, suits, obligations, duties, acts, omissions, misfeasance, malfeasance, losses, expenses, costs, rights of indemnity, and all other claims and rights whatsoever, including without limitation all costs and liabilities of any kind including legal fees on a substantial indemnity scale, hereinafter called "Claims" and including without limitation any claims arising from any act of gross negligence of the Released Parties, that you now have, or may hereafter have against the Released Parties directly or indirectly resulting or arising from: (i) participation in the Contest, or the awarding, acceptance, possession, use, or misuse or enjoyment of any Prize, and where applicable, traveling to, preparing for, or participating in, any Contest-related or Prize-related event or activity; or (ii) the publicity rights granted to the Sponsor and the Administrator. You specifically acknowledge that you understand that there may be serious risks of bodily injury, death, or property damage associated with the acceptance, possession, use and/or misuse of the Prize and attendance at any event or participation in certain Prize-related activities, and you voluntarily assume these risks. You also agree to indemnify, defend, and hold harmless the Released Parties from any and all Claims in respect of the foregoing.

## **12. Compliance with Rules**

By entering the Contest, you agree to abide by the entire Contest Rules and the terms and conditions under which the Prizes are awarded. Any decision made by the Sponsor and/or the Administrator in respect of this Contest shall be final.

## **13. Technical Issues**

The Sponsor and Administrator are not responsible for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry), nor for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of Entries in the

Contest, nor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of Entries; and, are not responsible for any problems, failures or technical malfunction of any telephone or network lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing; and are not responsible for any injury or damage to entrants or to any computer-related injury or damage resulting from participating in downloading materials in this Contest.

In the event that, due to a printing, manufacturing, mechanical or other error of any kind or nature whatsoever, more Prizes are claimed than are intended to be awarded according to these Contest Rules, Prizes will stop being awarded when the Administrator becomes aware of an error respecting the number of Prizes and the Administrator reserves the right, in their sole and absolute discretion, to conduct a random draw from amongst all eligible and approved Prize claimants whose claims have not yet been redeemed to award the remaining number of advertised Prizes. In no event will the Sponsor or Administrator be liable for more than the stated number of Prizes contained in these Contest Rules.

#### **14. Rights to Terminate/Modify/Suspend Contest**

The Administrator retains the right, in their absolute discretion, to suspend, modify or terminate any aspect of the Contest (including, but not limited to these Contest Rules) at any time. The Administrator may make substitutions of equivalent kind or value in the event of the unavailability of a Prize (or component thereof) for any reason whatsoever. The Administrator may terminate or withdraw this Contest at any time by posting a notice on our website. If the Contest is terminated on any day prior to the normal Contest end date (the "Termination Date"), the Administrator and Sponsor may determine the winners from all eligible Entries received as of 11:59pm on the Termination Date (which winners shall be randomly selected in accordance with these Contest Rules).

#### **15. General Disqualification**

Any attempt made by an entrant or other individual or entity, to deliberately damage, manipulate or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of the law. The Administrator and Sponsor reserve the right to seek remedies and damages from any such individual or entity which makes any such attempt. Any entrant who, in the opinion of the Administrator, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest.

#### **16. Role of Parties**

Sobeys Capital Incorporated is the Sponsor and the Administrator of this Contest.

#### **17. Trademarks**

All other Trademarks are the property of their respective owners. By entering the Contest, you are not granted and may not use any Trademarks described herein.

## **18. Jurisdiction**

The Contest is governed by the laws of Nova Scotia and the laws of Canada applicable therein, and is subject to all applicable federal, provincial, and municipal laws and regulations and is void where prohibited by law. Participation constitutes your full and unconditional agreement to these Contest Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Contest. By entering the Contest, you agree that the courts of Nova Scotia and Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of this Contest's Rules or the running of this Contest.