

**Los Angeles "Trip for 2 to the MLB All-Star Game" Contest**  
**(the "Contest")**

**OFFICIAL CONTEST RULES ("Rules")**

**1. ELIGIBILITY:**

The Contest is open to all legal residents of Quebec who have reached the age of 21 as of the date of entry into the Contest. Employees, agents and representatives of the Contest Sponsor, prize suppliers, its subsidiaries and affiliates, the MLB Entities (as defined below), its advertising and promotional agencies, materials and services related to the Contest or any other party directly involved in the conduct of the Contest, and their immediate family members. For the purposes of these Rules, "immediate family" means fathers, mothers, brothers, sisters, children, legal or common-law spouses and all persons with whom such employees, agents and representatives are domiciled. For purposes of these Rules, the MLB Entities shall be defined as Major League Baseball Properties, Inc, The MLB Network, LLC, the Office of the Commissioner of Baseball, its offices, committees, subcommittees and councils, the Major League Baseball Clubs ("Clubs", and each of their parent, subsidiary, affiliated or related entities, any entity that controls or will control the Clubs or the Office of the Commissioner of Baseball or is or will be under common control with the Clubs or the Office of the Commissioner of Baseball, as well as the owners, general and limited partners, shareholders, employees, directors, officers and agents of the foregoing entities.

**2. CONTEST PERIOD AND ORGANIZER:**

The "Trip for 2 to the MLB All-Star Game" contest (hereinafter, the "Contest") is organized and administered by Couche-Tard Inc, prize provided by Molson Canada 2005. (Hereinafter, the "Contest Sponsor"). The Contest runs at participating Couche-Tard locations (hereinafter, the "Participating Locations") in Quebec from April 26 at 12:01 a.m. Eastern Time ("ET") to May 23, 2022, at 10:00 p.m. ET (hereinafter, the "Contest Period"). The clock used by the Contest Organizer Couche-Tard to calculate the Entries (as defined below) will be the official clock for determining the date and time of receipt of an Entry.

**3. HOW TO ENTER.**

There are two (2) ways to enter the Contest for a chance to win a Prize (as described below).

**(1) IN-STORE ENTRY**

During the Contest Period, at Participating Sites (subject to product availability and while supplies last). Upon purchase of one (1) Miller Lite product in any size, subject to in-store availability, the consumer (hereinafter, the "Consumer") will receive a coupon with his or her cash register receipt containing a unique PIN (hereinafter, the "Unique PIN").

During the Contest Period, visit [www.concourscouchetard.com](http://www.concourscouchetard.com) to access the Contest registration page or visit the contest section in the Couche-Tard application, fill out all required fields of the registration form (hereinafter, the "Registration Form"), including your last name, first name, date of birth, postal code, email address telephone number with area code, then enter your unique PIN and confirm that you have read, understood and accepted these Rules and the Contest Organizer's privacy policy and that you are 21 years of age or older by checking the box provided, then click on the "Submit" button. You will receive one (1) entry for each unique PIN entered (each a "Store Entry" and collectively, "Store Entries"). All In-Store Entries must be received by the end of the Contest Period. Limitations: One (1) unique PIN per transaction and one (1) In-Store Entry per day per person during the Contest Period.

## **(2) NO PURCHASE NECESSARY.**

To obtain a no purchase entry, the entrant must write a handwritten letter with the following information: name, full address, city, province, postal code, telephone number (with area code), date of birth and email address and state in at least fifty (150) words why he/she would like to win a prize in the Contest. Each entry must be handwritten and different. He/she must mail his/her entry with the subject line "TRAVEL FOR 2 TO THE MLB ALL-STAR GAME - No Purchase Entry Request" to 4204 Industriel Blvd, Laval, Quebec, H7L 0E3; or (ii) by email with the subject line "TRAVEL FOR 2 TO THE MLB ALL-STAR GAME - No Purchase Entry Request" to [communaute@couche-tard.com](mailto:communaute@couche-tard.com). You will receive one (1) entry for each valid mailed or emailed No Purchase Entry request received by the Contest Organizer (each a "No Purchase Entry" and collectively, the "No Purchase Entries. All No Purchase Entries must be postmarked and received during the Contest Period. Limit: one (1) No Purchase Entry per day per person during the Contest Period.

In-store Entries and No Purchase Entries are each an "Entry" and collectively, the "Entries".

Entrant must submit each Entry personally. By entering the Contest, entrants fully and unconditionally agree to be bound by these Rules and the decisions of the Contest Sponsor, which shall be final and binding in all matters relating to the Contest. No automated/robotic entry devices and/or programs are permitted, and any attempt to enter other than those specified herein is prohibited. Any attempt to gain additional Entries by using multiple/different email addresses, identities or any other method will void that entrant's Entries and that entrant may be disqualified from the Contest. Entries are subject to verification and will be declared invalid if they are reproduced, falsified, altered or tampered with in any way.

The Contest Organizer is not responsible for incomplete, late, lost, irregular or unauthorized entries. Such Entries will be declared void and ineligible for the Contest and will be disqualified at the time of drawing.

#### **4. GRAND PRIZE**

There is one (1) Grand Prize (the "Grand Prize") available to be won. The Grand Prize consists of: (i) two (2) round-trip economy airfare tickets from Montreal to Los Angeles, California (the "Trip"); (ii) three (3) nights' accommodation in a standard hotel room (double occupancy); (iii) two (2) tickets to the 2022 MLB® All-Star Game (specific seating to be determined by Contest Sponsor in its sole discretion) (the "Event"); (iv) ground transportation for two (2) persons to and from the Hotel to the Event.

Winner and guest will be responsible for all expenses and costs associated with the Grand Prize other than those stated above as being included in the Grand Prize, including but not limited to transportation to and from the winner's home to the airport, any additional transportation, taxes, travel or medical insurance, airport security and enhancement fees (if applicable), beverages, meals and gratuities, and all personal and incidental expenses.

Winner will be required to use a credit card upon arrival at the hotel to cover all incidental expenses not listed as included in the Grand Prize. Winner and his/her respective guest must travel together on the same itinerary from the same point of departure at the required times and dates or the Grand Prize will be forfeited. All travel and accommodation reservations must be made through the Sponsor or its agent. The winner and his/her guest will be required to follow all instructions of the Sponsor or event organizers, failing which their participation in the Grand Prize/Event or further participation in the Grand Prize/Event may be forfeited. Once

the itinerary agreed upon by the winner and the promoter, no changes can be made without the approval of the promoter. The Grand Prize has an approximate value of \$7,500 CAD.

It is the responsibility of the winner and his/her guest to obtain all required travel documents, including a valid passport (or visa if applicable) and a valid passport/Covid-19 document (if required) to travel to or attend the event. Winner's guest must be 21 years of age or older. Both the winner and the winner's guest must not be subject to any legal restriction that would prevent them from traveling to the United States or participating in the prize in any way.

Sponsor will not be responsible if winner or guest is denied entry into the United States or re-entry into Canada. In such event, the winner and his/her guest will be solely responsible for any and all costs incurred, and the prize will be forfeited. Winner and guest will not be admitted to a licensed establishment unless they provide valid identification showing legal drinking age in the applicable state. Sponsor does not authorize the purchase or unlawful consumption of alcohol and will not be held responsible.

Prize is not transferable or assignable and must be accepted as awarded, without substitution of cash or otherwise, except at the sole discretion of the Sponsor. Sponsor reserves the right, in its sole discretion, to substitute a prize or portion thereof with a prize of equivalent value if the prize or portion thereof cannot be awarded as provided herein for any reason. The Released Parties (as defined below) will not, however, be held responsible if weather conditions, event(s) cancellations or other factors reasonably beyond the control of the Sponsor prevent the awarding of a prize, or any portion thereof, or prevent its enjoyment. In such event, a winner

will not be entitled to a substitute prize or cash equivalent. No prize will be awarded without verification of the winner.

Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Contest Sponsor. Winner's guest(s) must be at least twenty-one (21) years of age. Major League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game/event/exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Contest Sponsor and the MLB Entities reserve the right to remove or to deny entry to the winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. The Released Parties will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Major League Baseball game/event/exhibition. Major League Baseball game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game/event/exhibition ticket.

##### **5. AWARDING AND DRAWING OF PRIZES:**

During the Contest Period, in Laval, May 24, 2022, at approximately 10:30 a.m., a representative of the Contest Organizer will randomly select one (1) eligible Entry from all eligible Entries received during the preceding Entry Period: Quebec from April 26 at 12:01 a.m. Eastern Time ("ET") to May 23, 2022 at 10:00 p.m. ET

Odds of winning a prize depend on the total number of eligible Entries received during the applicable Entry Period. Entries not selected for a particular Entry Period will not be carried over into subsequent drawings. Limit: one (1) Prize per person per household during the Contest Period.

Within fourteen (14) business days of the draw date, between 11:00 a.m. and 5:00 p.m., a representative of the Contest Sponsor will attempt to contact the selected entrant at the telephone number or email address provided on their Entry Form. If a selected entrant is contacted by email, he/she must respond in accordance with the instructions provided therein, if any. If, after contacting a selected entrant by email, the Contest Sponsor receives notification by email that the message could not be delivered, the Contest Sponsor has the sole discretion to disqualify the entrant's Entry or attempt to contact the entrant by telephone. If an entrant cannot be contacted within the allotted time or is unable or unwilling to accept the Prize for any reason, that person forfeits the right to win the Prize and another entrant's name may be drawn

for the Prize and the process will be repeated to contact that new entrant. No communication will be exchanged except with the selected entrants.

Prizes must be accepted as described in these Rules and Regulations and in no event may be transferred in whole or in part to another person, substituted for another prize or redeemed for cash, subject to the following. In the event that it is impossible, impractical and/or not in compliance with these Rules, the Contest Organizer reserves the right to award a prize (or a portion thereof) in the form of a cash prize.

The Contest Organizer, the monetary value of the prize (or part of a prize) as indicated in these Rules.

## **6. HOW TO CLAIM A PRIZE.**

If you are selected as a potential Prize winner, you will be notified by email or telephone within fourteen (14) business days of the draw date. The potential winner must correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a mandatory mathematical skill-testing question, must sign a Declaration and Release Form (the "Declaration Form") and return it to the designated representative of the Contest Sponsor by fax or email in the manner prescribed on the Declaration Form within five (5) business days of receipt, and must comply with these Rules.

The Prize will only be awarded to the confirmed winner. If a potential Prize winner (a) fails to correctly answer the mathematical skill-testing question, (b) fails to properly complete and return the Declaration Form within the time period specified, (c) fails to comply with these Rules (as determined by the Contest Organizer in its sole discretion) (d) cannot be contacted in accordance with these Rules and Regulations for any reason and/or (e) cannot accept the Prize for any reason, then he/she will be disqualified from the Contest (and must forfeit all rights to the Prize) and another draw will be held to select an entrant for the Prize.

The Contest Organizer assumes no responsibility after shipment of the Prize and the winner must assume the risk of loss or damage to the Prize after shipment. The Contest Organizer makes no representations or warranties of any kind regarding the appearance, safety or performance of the Prize. The Prize will be delivered to the winner by mail within four (4) weeks of receipt of the properly completed Declaration Forms. The Contest Sponsor is not responsible for the communication or transmission of the Prize to the winner who provides inaccurate or incomplete information, or for prizes that are lost, misdirected, delayed or destroyed in transit.

## **GENERAL CONDITIONS**

### **7. No Liability - Conduct of the Contest.**

The Contest Organizer, prize supplier, MLB Entities and any firm, corporation, trust or other legal entity controlled by or related to them, their advertising and promotional agencies, employees, agents and representatives (hereinafter referred to as the "Released Parties") assume no responsibility for late, lost, damaged, misdirected, mutilated, garbled, illegible or incomplete Entry Forms or no-purchase entry requests. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. The Released Parties are not responsible for any problems that may arise, including but not limited to technical failures related to telephone network lines, online computer systems, servers, Internet service providers, computer hardware, software, viruses, bugs personal computer and/or software failures and hardware configurations, or failure of an email to be received by the Contest Sponsor or an entrant for any reason, including but not limited to traffic congestion on the Internet or at any website or any combination thereof. The Released Parties are not responsible for any damage to a user's system resulting from participating in the Contest or downloading any information necessary to participate in the Contest.

**8. Liability Waiver - Participation in the Contest and/or Prize.**

By entering or attempting to enter the Contest, each person releases the Released Parties from any and all liability for any damages that such person may suffer as a result of participating or attempting to participate in the Contest. By accepting a Prize, any selected entrant releases the Released Parties from any and all liability for any damages that he or she may suffer as a result of accepting or using the Prize.

**9. Release of Liability - Failure to Deliver a Prize.**

The Released Parties assume no responsibility for returned mail or courier service if the Prize could not be delivered due to lack of response or lack of a forwarding address. P.O. Boxes will not be accepted as a valid shipping address. The Released Parties make no representations or warranties of any kind with respect to the appearance, safety or performance of any Prize. Any entrant selected for a Prize acknowledges that the only warranty applicable to the Prize is the standard manufacturer's warranty (if any). Any entrant selected for a Prize acknowledges that the obligations associated with the Prize become the responsibility of the suppliers of the services and products comprising the Prize.

**10. Defective Unique PIN.**

Subject to the foregoing, if the One Time PIN is illegible, does not comply with these Rules, or does not work, the person in possession of the defective One Time PIN may, during the Contest Period, request a new One Time PIN in accordance with Section 4 of these Rules (but not in one hundred fifty [150] words and indicating "defective One Time PIN" in the request), subject to availability.

**11. Ownership and Declaration Forms.**

All Entry Forms, No Purchase Requests and Declaration Forms received by the Contest Sponsor become the property of the Contest Sponsor and will not be returned to the sender under any circumstances.

**12. Fraud.**

The Contest Sponsor reserves the right to deny an entrant the right to participate in the Contest or win the Prize if it determines, in its sole discretion, that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair practices (including the use of automatic fast entry programs) or has attempted to annoy, abuse, threaten or harass other entrants, the Contest Sponsor. The Contest Organizer reserves the right to disqualify any entrant who fails to comply with these Rules or who refuses to participate in any investigation or inquiry regarding a compliance violation. Any attempt by an entrant or any other person to deliberately damage any website or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, may be a violation of criminal and civil laws. In such event, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. Any entrant involved in any of the foregoing activities may be disqualified and any Prize won may be forfeited. Contest Sponsor reserves the unconditional right, in its sole discretion, to reject any Entry Form if it suspects that such Entry Form was generated by script, macro, robotic, programmed or other automated means, or if it violates these Rules.

**13. Participant's identity.**

In the event of a dispute as to the identity of the person who submitted an online Entry Form, the Entry Form will be deemed to be submitted by the authorized account holder of the email address provided at the time of Entry. Authorized account holder is defined as the natural person who is assigned an e-mail address by an Internet access or service provider or other organization responsible for assigning e-mail addresses for the domain to which the submitted e-mail address belongs. The selected winner may be required to provide proof of identity, including a driver's license or other photo identification.

**14. Cancellation/Modification.**

The Contest Organizer reserves the right, at its sole discretion, to terminate the Contest in whole or in part, without prior notice, or to modify or suspend the Contest at any time, subject to the approval of the Régie des alcools, des courses et des jeux (hereinafter, the "Régie") when required, in the event of fraud, technical malfunctions, including network server or hardware failures, viruses, bugs, programming errors, communication errors or any other error or cause beyond the control of the Contest Organizer that corrupt the administration, operation or maintenance of the Contest, or equipment failure, viruses, bugs, programming or communication errors or any other error or cause beyond the control of the Contest Organizer that affects the administration, integrity or security of the Contest or any other factor that interferes with the proper conduct of the Contest as contemplated by these Rules.

In the event that the computer system is unable to record all Contest Entries for any period of time for any reason, or if a Contest Entry is terminated in whole or in part prior to the termination date set out in these Rules, draws may be made, at the discretion of the Contest Organizer, from among the remaining duly recorded Entries.

**15. Dispute.**

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**16. Forfeiture of Prize.**

If a selected entrant is found to be ineligible, does not accept the Prize, incorrectly answers the mathematical skill-testing question, does not accept or fails to complete and return the Declaration Form, or if the Prize is returned because the recipient cannot be located, the selected entrant will be deemed to have forfeited the Prize. The Contest Organizer may then, in its sole discretion, randomly select an alternate winner.

**17. Access to the Site.**

The Contest Sponsor does not warrant that access to or use of the Contest Website will be uninterrupted or error-free.

**18. Access to the Couche-Tard application.**

The Contest Organizer does not guarantee that access to or use of the Couche-Tard application will be uninterrupted or error-free.

**19. Number of prizes.**

In no event shall the Contest Organizer be required to award more Prizes than what is stated in these Rules.

**20. Personal Authorization/Information.**

By entering the Contest, each entrant selected for the Prize authorizes the Contest Organizer and its representatives to use his/her name, photograph, likeness, voice, place of residence (city and province) and/or statement relating to the Prize for publicity purposes without compensation. No commercial or other communications unrelated to the Contest will be sent to the entrant unless the entrant has otherwise consented. Please refer to the Contest Sponsor's online privacy policies at <https://www.couche-tard.com/politique-relative-ala-protection-dela-vie-privee?lang=fr>.

**21. Severability of paragraphs.**

If any section of the Bylaws is declared or held by a court of competent jurisdiction to be illegal, unenforceable or invalid, then that section shall be deemed invalid, but all other unaffected sections shall be enforced to the fullest extent permitted by law.

**22. Governing Law.**

This Contest is subject to all federal and provincial laws of the Province of Quebec. Any legal action must be brought in the courts having jurisdiction in the district of Montreal, to the exclusion of any other district.

COUCHE-TARD INC. 4204, boulevard Industriel, LAVAL, QUEBEC, H7L 0E3

**LIQUOR REGIONS:** The provincial liquor authorities are not associated with this Contest in any way and will not be liable in any way whatsoever in connection with this Contest.

**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.

This Contest is in no way sponsored, endorsed, administered by, or associated with any of the MLB Entities. Major League Baseball trademarks and copyrights are used with permission of Major League Baseball. Visit [MLB.com](http://MLB.com)