

"OUR WINNING PRODUCTS" Contest
Contest Rules (hereinafter the "Rules")

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE ODDS OF WINNING. CONTEST RESERVED FOR QUEBEC RESIDENTS. DO NOT ENTER IF YOU DO NOT WISH TO SUBMIT TO THE RULES BELOW.

1. **CONTEST PERIOD AND ORGANIZER:** The “**Our Winning Products**” contest (hereinafter, the “**Contest**”) is organized and administered by Couche-Tard Inc. (hereinafter, the “**Contest Organizer**”). The Contest takes place at participating Couche-Tard establishments (hereinafter, the “**Participating Establishments**”) in Quebec from October 12, 2021 at 12:01 a.m. Eastern Time (“**ET**”) to April 25, 2022 at 11:59 p.m. ET (hereinafter, the “**Contest Period**”). The clock used by the Contest Organizer to calculate Entries (as that expression is defined below) will be the official clock to determine the date and time of receipt of an Entry.
2. **ELIGIBILITY:** The Contest is open to all legal residents of Quebec who have reached the age of majority on the date of entry in the Contest. Employees, agents and representatives of the Contest Organizer, its subsidiaries and affiliates, its advertising and promotion agencies, Contest-related suppliers of prizes, materials and services, or any other stakeholders directly involved in running the Contest, as well as their immediate family members, are excluded. For the purposes hereof, “immediate family” refers to fathers, mothers, brothers, sisters, children, legal or common-law spouses, and all those with whom such employees, agents and representatives are domiciled.
3. **HOW TO ENTER:** No purchase necessary.

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 Establishments (subject to product availability and while supplies last), upon purchase of one (1) participating product listed in Appendix A of these Rules (hereinafter, the “**Participating Products**”), the consumer (hereinafter, the “**Consumer**”) will receive a coupon with their sales receipt including a unique PIN (hereinafter, “**Unique PIN**”). During the Contest Period, visit www.concoursouchetard.com in order to access the Contest registration page or visit the Contest section in the Couche-Tard App, complete all the mandatory fields of the registration form (hereinafter, the “**Registration Form**”), including your last name, first name, date of birth, postal code, email address, phone number with area code, enter your unique PIN and confirm that you have read, understood and accepted the Rules, as well as the Contest Organizer’s privacy policy and that you are 18 years of age or over by checking the designated box, and click on the “Send” button. You will earn one (1) entry per unique PIN entered (each an “**In-Store Entry**” and collectively, “**In-Store Entries**”). All In-Store Entries must be received by the end of the Contest Period. **Limit:** One (1) unique PIN per transaction and one (1) In-Store Entry per day per person during the Contest Period.

(2) NO PURCHASE ENTRY

To enter without making a purchase, write to us with your name, full address, city, province, postal code, telephone number (with area code), date of birth and email address, and tell us, in at least 150 words, why you would like to win a Prize in the Contest. Each no purchase entry must be original and substantially different, at the sole discretion of the Contest Organizer. Send us your no purchase entry during the Contest Period: (i) by mail, indicating "**Our Winning Products** - No purchase entry request" to the following address: 4204, boulevard Industriel, Laval, Québec, H7L 0E3; or (ii) by email, indicating "**Our Winning Products** – No purchase Entry Request" to community@couche-tard.com. You will receive one (1) entry for each valid no purchase entry request sent by mail or email received by the Contest Organizer (each a "**No Purchase Entry**" and collectively, "**No Purchase Entries**"). All No Purchase Entries must be postmarked and received during the Contest Period. **Limit:** one (1) No Purchase Entry per day and per person during the Contest Period.

In-Store Entries and No purchase Entries are each an "**Entry**" and collectively, the "**Entries**").

The entrant must submit each Entry personally. By entering the Contest, entrants fully and unconditionally agree to be bound by the Contest Organizer's the Rules and decisions, which shall be final and binding on all Contest-related matters. No automated/robotic entry device and/or program shall be permitted and any attempt to participate other what is specified herein is prohibited. Any attempt to win additional Entries 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 manner whatsoever.

The Contest Organizer is not responsible for Entries that are incomplete, received late, lost, showing any irregularity or sent by an unauthorized method. Such entries will be declared invalid and ineligible for the Contest, and will be rejected at the time of the draw.

4. **PRIZES:** There are seven (7) prizes available to be won in this Contest, each consisting of a sum of three thousand Canadian dollars (\$3,000 CAD) (each a "**Prize**" and collectively, the "**Prizes**"). The total value of the Contest Prizes is twenty-one thousand Canadian dollars (\$21,000 CAD).

Prizes must be accepted as is. They cannot be sold or transferred to a third party or be exchanged in whole or in part for money. Should the winner be unable to claim a Prize as is, then no compensation or substitution will be granted by the Contest Organizer, its subsidiaries and suppliers, or by any other party associated with the Prize.

Regardless of the situation, the Contest Organizer, its subsidiaries, its Contest-related suppliers of products, materials or services, as well as their respective employees, agents and representatives will not be required to award more prizes than what is set forth in these Rules or to award a prize other than what is set forth in these Rules.

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

During the Contest Period, in Laval, around 10:30 a.m., a representative of the Contest Organizer will randomly select one (1) eligible Entry from among all eligible Entries received during the preceding entry period:

Participation Period	Draw Date
October 12, 2021 at 12:01 a.m. ET to November 8, 2021 at 11:59 p.m. ET	November 22, 2021
November 9, 2021 at 12:00 a.m. ET to December 6, 2021 at 11:59 p.m. ET	December 20, 2021
December 7, 2021 at 12:00 a.m. ET to January 3, 2022 at 11:59 p.m. ET	January 17, 2022
January 4, 2022 at 12:00 a.m. ET to January 31, 2022 at 11:59 p.m. ET	February 14, 2022
February 1, 2022 at 12:00 a.m. ET to February 28, 2022 at 11:59 p.m. ET	March 14, 2022
March 1, 2022 at 12:00 a.m. ET to March 28, 2022 at 11:59 p.m. ET	April 11, 2022
March 29, 2022 at 12:00 a.m. ET to April 25, 2022 at 11:59 p.m. ET	May 9, 2022

The 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 to subsequent draws. **Limit:** one (1) Prize per person per household during the Contest Period.

Within fourteen (14) business days of the draw date, between 11 a.m. and 5 p.m., a representative of the Contest Organizer will attempt to contact the selected entrant at the telephone number or email address indicated on their Registration Form. If a selected entrant is contacted by email, then they must respond in accordance with the instructions provided therein, where applicable. If, after contacting a selected entrant by email, the Contest Organizer receives an email notification indicating that the message could not be delivered, then the Contest Organizer has 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 frame or is unable or unwilling to accept the Prize for any reason whatsoever, then that person loses the right to win the Prize; the name of another entrant may then be drawn for the Prize and the process will be repeated to contact that new entrant. No communication will be exchanged except with selected entrants.

Prizes must be accepted as described in these Rules and may not under any circumstances 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 would be impossible, difficult and/or more costly for the Contest Organizer to award a prize (or part of a prize) as described in these Rules, the Contest Organizer reserves the right to award a prize (or part of a prize) of the same nature and of equivalent value or, at the Contest Organizer's sole discretion, 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 aid, be it mechanical, electronic or other form, a mandatory mathematical skill-testing question, sign a Declaration and Release Form (the “**Declaration Form**”), and return it to the Contest Organizer’s designated representative by fax or email, as stipulated on this form, within five (5) business days of receipt, and 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 skill-testing question, b) fails to adequately complete and return the Declaration Form within the stipulated time frame, c) fails to comply with these Rules (as determined by the Contest Organizer at its discretion), d) cannot be contacted in accordance with these Rules for any reason whatsoever, and/or e) cannot accept the Prize for any reason whatsoever, then this person will be excluded from the Contest (and must relinquish all rights to the Prize), and another draw will be held so that an entrant can be selected for the Prize.

The Contest Organizer assumes no responsibility after shipping the Prize and the winner must assume the risk of loss or damage to the Prize after shipping. The Contest Organizer makes no representations and offers no warranty of any kind whatsoever concerning 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 correctly completed Declaration Forms. The Contest Organizer is not responsible for the communication or transmission of the Prize to a winner who provides inaccurate or incomplete information, or for prizes that are lost, misdirected, delayed or destroyed in transit.

GENERAL CONDITIONS

7. **Legal Disclaimer – Operation of the Contest.** The Contest Organizer, and any business, company, trust or other legal entity controlled by or related to them, their advertising and promotion agencies, their employees, agents and representatives (hereinafter referred to as the “**Released Parties**”) accept no responsibility for Entry Forms or No purchase Entry requests that are received late, lost, damaged, misdirected, damaged, truncated, illegible or incomplete. Proof of transmission (screenshot, etc.) does not constitute proof of delivery. The Released Parties are not responsible for any problems that may arise, including 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 non-receipt of an email by the Contest Organizer or an entrant for any reason whatsoever, including line congestion on the Internet or any website, or any combination of these factors. The Released Parties are not responsible for any damage to a user's system resulting from entering the Contest or downloading information necessary to enter the Contest.
8. **Legal Disclaimer – Contest Entry and/or Prizes.** By entering or attempting to enter the Contest, entrants release the Released Parties from any liability for any damages which they may incur as a result of their entry or attempted entry in the Contest. By accepting a Prize, selected entrants release the Released Parties from any liability for any damages which they may incur as a result of their acceptance or use of their Prize.

9. **Disclaimer - Inability to Deliver a Prize.** The Contest Organizer assumes no responsibility in the event of return of the postal mail or courier service if the Prize could not be distributed due to the absence of a response or the absence of a forwarding address. PO boxes are not accepted as a valid delivery address. The Contest Organizer makes no representations and offers no warranty of any kind whatsoever 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 manufacturer's usual warranty (where applicable). Any entrant selected for a Prize acknowledges that the obligations associated with the Prize become the responsibility of the suppliers of goods and services comprising the Prize.
10. **Faulty Unique PIN.** Subject to the foregoing, if the Unique PIN is illegible, does not comply with these Rules or does not work, then the person in possession of the faulty Unique PIN may, during the Contest Period, request a new unique PIN in accordance with Paragraph 4 of these Rules (but without providing a text of one hundred and fifty [150] words, and taking care to indicate "Faulty Unique PIN" in their request), subject to availability.
11. **Ownership and Declaration Forms.** The Contest Organizer becomes the owner of all Entry Forms and all No Purchase Entry Requests and Declaration Forms received, and these will not be returned to their sender under any circumstances.
12. **Fraud.** The Contest Organizer reserves the right to deny an entrant the right to enter the Contest or to win the Prize if it determines, at its sole discretion, that the entrant has attempted to interfere with the proper functioning of the Contest by cheating, hacking, deception or other unfair practices (including the use of rapid automatic entry programs) or that they have attempted to annoy, abuse, threaten or harass other entrants or the Contest Organizer. The Contest Organizer reserves the right to exclude any entrant who does not comply with these Rules or who refuses to participate in any investigation or inquiry concerning a lack of conformity. Any attempt, by an entrant or any other person, to deliberately damage a website or to interfere with the smooth operation of the Contest, in particular any fraudulent claim, may constitute a violation of criminal and civil laws. In such a case, the Contest Organizer reserves the right to exercise remedies and claim damages to the fullest extent permitted by law. Any entrant involved in any of the above activities could be declared ineligible and forfeit any Prize won. The Contest Organizer reserves the unconditional right, at its sole discretion, to reject any Entry Form if it suspects that such an Entry Form has been generated by means of a script, macro command, robotic reproduction, programming or other automatic process, or if it violates these Rules.
13. **Identity of the Entrant.** 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 have been submitted by the authorized account holder of the email address provided at the time of Entry. The authorized account holder refers to the natural person to whom an electronic address is assigned by an Internet access or service provider or by any other body responsible for assigning electronic addresses for the domain to which the given electronic 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 end the Contest, in whole or in part, without 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**") where required, in the event of fraud, technical failures, in particular of the network server, or equipment failure, viruses, bugs, programming or communication errors, or any other error or cause beyond the Contest Organizer's control which adversely affects the management, integrity or security of the Contest or if any other factor disrupts the smooth operation of the Contest as provided for in these Rules. In the event that the computer system is unable to register all Contest Entries for a period of time, for any reason whatsoever, or if entry in the Contest should end, in whole or in part, before the end date provided for in these Rules, then draws may be held, at the Contest Organizer's discretion, from among the other duly registered Entries.
15. **Disputes.** Any dispute regarding the organization or conduct 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 for the sole purpose of helping the parties reach a settlement.
16. **Waiver of the Prize.** If a selected entrant is found to be ineligible, does not accept the Prize, incorrectly answers the skill-testing question, does not accept or fails to complete and return the Declaration Form or if the Prize is returned because the recipient is not found, then the selected entrant will be deemed to have waived the Prize. The Contest Organizer may then, at its sole discretion, randomly select another winner.
17. **Access to the site.** The Contest Organizer does not guarantee that access to the Contest website or its use will be uninterrupted and error-free.
19. **Access to the Couche-Tard App.** The Contest Organizer does not guarantee that access to the Couche-Tard App or its use will be uninterrupted and error-free.
20. **Number of Prizes.** Under no circumstances can the Contest Organizer be required to award more Prizes than what is stated in these Rules.
21. **Authorization/Personal information.** By taking part in the Contest, any entrant selected for the Prize authorizes the Contest Organizer and its representatives to use their name, photograph, image, voice, place of residence (city and province) and/or Prize-related declaration for advertising purposes, without any form of compensation. No communication, commercial or otherwise, unrelated to the Contest, will be sent to the entrant, unless otherwise agreed. Please refer to the Contest Organizer's online privacy policy at [Privacy Policy | Couche-Tard](#)
22. **Divisibility of paragraphs.** If any paragraph of the Rules is declared or found to be illegal, unenforceable or void by a court of competent jurisdiction, then that paragraph will be deemed void, but all other paragraphs that are not affected will be applied to the extent permitted by law.
23. **Applicable laws.** This Contest is subject to all federal and provincial laws of the province of Quebec. Any legal action must be submitted to the courts having jurisdiction in the district of Montreal, to the exclusion of any other district.

Appendix A

PARTICIPATING PRODUCTS

Description	Cut	UPC Code
CARAMILK		
CARAMILK salted caramel	50g	61200000924
BEACH DAY EVERYDAY ENERGY		
Original flavour	355ml	62067382796
Fruit Punch	355ml	62067382802
BUDWEISER		
BUDWEISER (12X341ML-B)	12 bottles 341 ml	062067335020
BUDWEISER (12X355ML-C)	12 cans 355 ml	062067335242
BUDWEISER (1X1180ML-B)	8 bottles 1.18 L	062067335815
BUDWEISER (1X950ML-C)	12 cans 950 ml	062067335570
BUDWEISER (1X740ML-C)	12 cans 740 ml	062067335709
BUDWEISER (12X236ML-C)	2x12 cans 236 ml	062067335136
BUDWEISER (15X341ML-B)	15 bottles 341 ml	062067335082
BUDWEISER (16X355ML-C)	16 cans 355 ml	062067336102
BUDWEISER (1X473ML-C)	24 cans 473 ml	062067335358
BUDWEISER (20X355ML-C)	20 cans 355 ml	062067335525
BUDWEISER (24X341ML-B)	24 bottles 241 ml	062067335013
BUDWEISER (24X355ML-C)	24 cans 355 ml	062067335402
BUDWEISER (30X355ML-C)	30 cans 355 ml	062067335464
BUDWEISER (36X355ML-C)	36 cans 355 ml	062067335297
BUDWEISER (48X355ML-C)	48 cans 355 ml	062067335976
BUDWEISER (6X341ML-B)	4x6 bottles. 341 ml	062067335037
BUDWEISER (6X355ML-C)	4x6 cans 355 ml	062067335341
BUDWEISER (6X473ML-C)	4x6 cans 355 ml	062067335389
BUDWEISER NITRO GOLD 2X12 CAN 355ML	2x12 cans 355 ml	062067380587
BUDWEISER NITRO GOLD CAN 4X6X355ML	4x6 cans 355 ml	062067380570