

**“Cooler boombox Pabst Strong Soda” Contest (the “Contest”)  
Contest Rules**

**NO PURCHASE REQUIRED. PURCHASES DO NOT IMPROVE CHANCES OF WINNING. CONTEST OPEN TO RESIDENTS OF QUEBEC ONLY. IF YOU DO NOT WANT TO COMPLY WITH THE RULES BELOW, DO NOT ENTER THE CONTEST.**

- 1. CONTEST PERIOD, ORGANIZER AND SPONSOR:** The “Cooler boombox Pabst Strong Soda” contest (hereinafter, the “**Contest**”) is organized and administered by Couche-Tard Inc. (hereinafter, the “**Contest Organizer**”). Les Brasseries Sleeman is the Prize (as such term is defined below) sponsor (hereinafter, the “**Prize Sponsor**”). The Contest opens on July 20, 2021, at 00:00 a.m. Eastern Time (“**ET**”) and ends on September 13, 2021, at 11:59 p.m. ET (hereinafter, the “**Contest Period**”). The clock used by the Sponsors to compute the Entries (as 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 at the time of entry into the Contest. Employees, agents and representatives of the Contest Organizer and the Prize Sponsor, their subsidiaries and affiliates, their advertising and promotional agencies, suppliers of prizes, materials and services related to the Contest or any other person directly related to the conduct of this Contest, as well as members of their immediate family, are excluded. For the purposes hereof, “immediate family” means fathers, mothers, brothers, sisters, children, legal or common-law partners and all persons with whom such employees, agents and representatives are domiciled.
- 3. HOW TO ENTER THE CONTEST: NO PURCHASE NECESSARY.**

There are two (2) ways to enter into the Contest for a chance to win Prizes (as defined below).

**(1) IN-STORE ENTRY.**

During the Contest Period, visit a participating Couche-Tard establishment (subject to the availability of the Participating Products (as defined below) and while supplies last) and when purchasing one (1) pack of 6x355mL Pabst Strong Soda:

Pabst Strong Soda	6x355mL	0 56910-40600 5
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(hereinafter, the “**Participating Products**”)

you (hereinafter, “you” or the “**Consumer**”) will receive a receipt containing a unique PIN (hereinafter, the “**Unique PIN**”). During the Contest Period, visit <https://concourscouchetard.com/en/> to access the Contest entry page or visit the contest section in the Couche-Tard application, complete all mandatory fields of the entry form (hereinafter, the “**Entry Form**”), which may include your first name, last name, date of birth, postal code, email address and telephone number with area code. Enter your Unique PIN and confirm that you have read, understood and accepted the Contest Rules as well as the Contest Organizer’s Privacy Policy and that you are 18 years of age or older by ticking the provided box, then click on the “Send” button. You will receive one (1) entry into the Contest for each Unique

PIN entered (each an **“In-Store Entry”** and collectively, the **“In-Store Entries”**). All In-Store Entries must be received by the end of the Contest Period. **Limit:** One (1) Entry per day per person during the Contest Period. Incomplete entry forms, received late, lost, presenting an irregularity or an unauthorized method will be declared null and ineligible for the Contest, and will be refused at the time of the contest

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

To enter without 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 substantively different, at the sole discretion of the Contest Organizer. Send us your no purchase entry during the Contest Period: (i) by mail indicating “Cooler BoomBox Pabst Strong Soda’ Contest - No Purchase Entry Request” to the following address: 4204, boulevard Industriel, Laval, (Québec), H7L 0E3; or (ii) by email indicating “Cooler BoomBox Pabst Strong Soda’ Contest - No Purchase Entry Request” to [communaute@couche-tard.com](mailto:communaute@couche-tard.com). You will receive one (1) entry for each eligible mail or email 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 post-marked and received during the Contest Period. **Limit:** one (1) No Purchase Entry per day per person during the Contest Period.

(the In-Store Entries and the 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 these Contest Rules and the decisions of the Contest Organizer, which will be final and binding in all matters relating to the Contest. No automated/robotic entry devices and/or programs are permitted, and any attempted form of entry other than what is specified herein is prohibited. Any attempt to earn extra Entries by using multiple/different email addresses, identities, or any other methods 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 lost, late, undelivered, invalid unintelligible, incomplete, misdirected, illegible, damaged, stolen, or destroyed Entries.

4. **PRIZES:** There is a total of twenty (20) prizes available to be won, each consisting in a Cooler Boom Box Pabst Strong Soda (approximate retail value (**“ARV”**) of three hundred and ninety dollars (\$390) each) (each a **“Prize”** and collectively, the **“Prizes”**). The total ARV of the Prizes is seven thousand eight hundred dollars (\$7,800). Prizes may differ from those presented in the promotional materials of the Contest. The odds of winning a Prize depend on the total number of eligible Entries received during the Contest Period.

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

On September 29, 2021, in Laval, at approximately 10:30 a.m., a representative of the Contest Organizer will randomly select twenty (20) eligible Entries from among all eligible Entries received during the Contest Period. The odds of winning a Prize depend on the total number of eligible Entries received during the Contest Period.

Limit of one (1) Prize per person and per household.

Within fourteen (14) business days of the draw, between 11:00 a.m. and 5:00 p.m., a representative of the Contest Organizer will attempt to contact the selected entrants at the telephone number or email address listed on their Entry Form. If a selected entrant is contacted by email, he/she will be required to respond in accordance with the instructions provided therein, if any. If, after contacting a selected entrant by email, the Contest Organizer receives an email notification stating that the message could not be delivered, the Contest Organizer has the sole discretion to disqualify the entrant's Entry or to 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 a Prize; another entrant's name may then be randomly drawn for that Prize and the process will be repeated to contact that new entrant. No communication will be exchanged except with the selected entrants.

6. Prizes must be accepted as described in these Contest Rules and may in no event be transferred in whole or in part to another person, substituted for another Prize or exchanged for cash, subject to the following. In the event that it is impossible, difficult and/or more costly for the Contest Organizer to award a Prize (or part of a Prize) as described in these Contest Rules, the Contest Organizer reserves the right to award a Prize (or part of a Prize) of the same nature and 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 Contest Rules.
7. **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. Potential winners must correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, 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 in the manner prescribed on this form within five (5) business days of receipt and must otherwise comply with these Contest Rules.

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

The Contest Organizer and Prize Sponsor assume no liability after delivering the Prizes, and each winner must assume the risk of loss or damage to their Prize after shipping. The Contest Organizer and the Prize Sponsor make no representation or warranty of any kind with respect to the appearance, safety or performance of a Prize. In most cases, Prizes will be delivered to winners at the address submitted within four (4) to eight (8) weeks of receiving their correctly completed Declaration Form. The Contest Organizer and Prize Sponsor are not responsible for contacting or forwarding Prizes to winners who provide unclear or incomplete information, or for prizes lost, misdirected, delayed or destroyed while in transit.

## GENERAL TERMS AND CONDITIONS

8. **Disclaimer of liability – Conduct of the Contest.** The Contest Organizer, the Prize Sponsor and any company, 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”) are not responsible for late, lost, damaged, misdirected, truncated, illegible or incomplete Entry Forms or No Purchase Entry requests. Proof of transmission (screenshot, etc.) does not constitute proof of delivery. The Released Parties are not responsible for any problem that may arise, including technical failures related to telephone network lines, online computer systems, servers, Internet service providers, hardware, software, viruses, bugs, personal computer failures and/or software and hardware configurations or the non-reception of an email by the Contest Organizer or an entrant for any reason, including line congestion on the Internet or on any website or any combination of these factors. The Released Parties are not liable for any damage to a user's system resulting from entering the Contest or downloading the information necessary to enter the Contest.
9. **Disclaimer of liability – Contest or Prize entry.** By entering or attempting to enter the Contest, any person releases the Released Parties from any liability for any damage they may suffer as a result of their Entry or attempted Entry in the Contest. By accepting a Prize, a selected entrant releases the Released Parties from any liability for any damage they may suffer as a result of the acceptance or use of their Prize.
10. **Disclaimer of liability – Inability to deliver a Prize.** The Contest Organizer declines all responsibility in the event of the return of mail or courier service if a Prize could not be delivered due to the absence of a reply or the absence of a forwarding address. P.O. boxes are not accepted as a valid delivery address. The Contest Organizer makes no representation or warranty of any kind with respect to the appearance, safety or performance of a Prize. Any entrant selected for a Prize acknowledges that the only warranty applicable to the Prize is the manufacturer's usual warranty. 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 making up the Prize.
11. **Defective Unique PIN.** Subject to the foregoing, if the Unique PIN is illegible, does not comply with these Contest Rules or does not work, the person in possession of a defective Unique PIN may, during the Contest Period, request a new Unique PIN in accordance with section 4 of these Contest Rules (without having to provide a one hundred and fifty [150] word text and by indicating “Defective Unique PIN” in their request), subject to availability.
12. **Ownership of Entries and Declaration Forms.** The Contest Organizer becomes the owner of all Entry Forms, No Purchase Entry requests and Declaration Forms received and these will under no circumstances be returned to their sender.
13. **Fraud.** The Contest Organizer reserves the right to deny an entrant the right to enter the Contest or win a Prize if it determines, in 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 automated fast entry programs) or that he/she has attempted to annoy, abuse, threaten or harass other entrants, the Contest Organizer or the Prize Sponsor. The Contest Organizer reserves the right to exclude any entrant who does not comply with these Contest Rules or who refuses to participate in any investigation concerning a lack of conformity. Any attempt by an entrant or any

other person to deliberately damage a website or interfere with the proper conduct of the Contest, including any fraudulent claims, may constitute a violation of criminal and civil laws. In such a case, the Contest Organizer reserves the right to seek remedies and damages to the fullest extent permitted by law. Any entrant involved in any of the above activities may be declared ineligible and any Prizes won may be forfeited. The Contest Organizer reserves the unconditional right, at its sole discretion, to reject any Entry if it suspects that it has been generated by means of a script, macro control, robotic reproduction, programming or other automatic process, or if it violates the Contest Rules.

14. **Identity of the entrant.** In the event of a dispute as to the identity of the person who submitted an online Entry Form, the 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 who is assigned an email address by an Internet access or service provider or by any other organization responsible for assigning email addresses for the domain to which the given email address belongs. Selected winners may be required to provide proof of identity, including a driver's license or other photo identification.
15. **Cancellation/modification.** The Contest Organizer reserves the right, at its sole discretion, to terminate 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 when required, in the event of fraud, technical defects, including of a network server or in the case of an equipment failure, viruses, bugs, programming errors, communication errors, or any other error or cause beyond the control of the Contest Organizer that affects the management, integrity or security of the Contest or if any other factor disrupts the proper conduct of the Contest as provided in these Contest 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 Contest Entry is terminated in whole or in part before the end date provided in these Contest Rules, the draws may be made, at the Contest Organizer's discretion, from among the other duly registered entries.

16. **Dispute.** Any dispute related to the conduct or organization of a promotional contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any dispute related to the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
17. **Waiver of Prize.** If a selected entrant is deemed ineligible, does not accept a Prize, does not correctly answer 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 is not found, the selected entrant will be deemed to have forfeited the Prize. The Contest Organizer may then, at his sole discretion, randomly select another winner.
18. **Access to the website.** The Contest Organizer does not warrant that access to or use of the Contest website is uninterrupted or error-free.
19. **Access to the Couche-Tard application.** The Contest Organizer does not guarantee that access to or use of the Couche-Tard application is uninterrupted or error-free.
20. **Number of Prizes.** Under no circumstances may the Contest Organizer be required to award more Prizes than stated in these Contest Rules.

21. **Authorization/Personal Information.** By entering the Contest, any entrant selected for a Prize authorizes the Contest Organizer, Prize Sponsor and their representatives to use his/her name, photograph, image, voice, place of residence and/or statement relating to the Prize for publicity purposes, without any form of compensation. No communication, commercial, or otherwise, not related to the Contest will be sent to the entrant, unless he or she has otherwise consented. Please refer to the Contest Organizer's and the Prize Sponsor's online privacy policies at <https://www.couche-tard.com/privacypolicy?lang=en>
22. **Severability of sections.** If any section of these Contest Rules is declared or deemed illegal, unenforceable or void by a court of competent jurisdiction, then that section shall be deemed void, but all other sections not affected shall 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 courts having jurisdiction in the District of Montréal, to the exclusion of all other districts.

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