

CONTEST RULES **"[EXCEL GIVEAWAY]"**

IMPORTANT: PLEASE READ THESE RULES (THE "**RULES**") BEFORE ENTERING THE "[EXCEL GIVEAWAY]" CONTEST (THE "**CONTEST**") PRESENTED BY OSHEAGA (Gestion Evenko Festival Inc.) (THE "**ORGANIZER**"), **IN COLLABORATION WITH Mars Canada Inc. EXCEL® brand (THE "SPONSOR")**. BY ENTERING THIS CONTEST, ENTRANTS CONFIRM THAT THEY MEET ALL OF THE ELIGIBILITY REQUIREMENTS SET OUT BELOW AND THAT THEY AGREE TO ABIDE BY THESE RULES WITHOUT RESTRICTION AND TO BE BOUND BY ALL DECISIONS OF THE ORGANIZER, WHICH ARE FINAL AND WITHOUT APPEAL REGARDING ALL ASPECTS OF THE CONTEST.

1. CONTEST PERIOD

- 1.1. The Contest begins on the July 25 at 5:00 PM (EST) and ends on the 28 of July at 10:00 AM (EST) (the "**Contest Period**"). The date and time of receipt of entries will determine their eligibility for the Contest.

2. ELIGIBILITY

- 2.1. **The Contest is open to legal residents of the province of Quebec who have reached the age of majority in the province of Quebec at the time they enter the Contest.** Notwithstanding the foregoing, the Contest is not open to the employees, representatives and mandataries of the Organizer, **the Sponsor, their** affiliates, subsidiaries, and associated companies, advertising and promotional agencies, promotional partners and suppliers of products or services related to the Contest, nor to any person domiciled with the aforementioned (whether related to the person or not) and any member of their immediate family (father, mother, brother(s), sister(s), children, legal or common-law spouse).

3. HOW TO PARTICIPATE

- 3.1. NO PURCHASE NECESSARY TO ENTER OR WIN.
- 3.2. To enter the Contest, entrants must, during the Contest Period, register for the Contest by commenting on the applicable Sweepstakes post with the Excel Refreshers flavour that entrant plans to try at the Festival on OSHEAGA's Instagram account: [\[https://www.instagram.com/osheaga/?hl=fr\]](https://www.instagram.com/osheaga/?hl=fr).
- 3.3. **A limit of one (1) entry per person to the Contest is permitted.**
- 3.4. No automated entry devices, robots and/or other programs or software are permitted to enter the Contest. The Organizer cannot be held responsible for any late, lost, misdirected, incomplete, or corrupt entries, which may be rejected and will not entitle the entrant to participate in the Contest.

4. PRIZES

- 4.1. There is one (1) prizes available to be won (the "**Prizes**"). The Prizes are the following:
 - (i) 4 Casino de Montréal GOLD tickets for OSHEAGA Festival
- 4.2. The approximate retail value of the Prize is [Insert approximate value of the prize] Canadian Dollars (CAD \$2 235\$).

- 4.3. It is possible that the Prizes does not correspond to the photos/pictures used in advertising and promotional materials of the Contest, including, without limitation, advertisements on social media.
- 4.4. Any costs or expenses not specifically mentioned above as being included in a/the Prize will be the responsibility of the winner.
- 4.5. The Prizes cannot be transferred to another person, substituted for another prize, or replaced or exchanged for cash. The Prizes must be accepted "AS IS", WITHOUT WARRANTY OF ANY KIND, either express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Replacement of a Prize is permitted only at the Organizer's sole discretion. In the event that a Prize cannot be awarded in accordance with these Rules, the Organizer reserves the discretionary right to substitute such Prize with a prize of equal or greater approximate market value.
- 4.6. In no event shall the Organizer, the Sponsor, their affiliates, subsidiaries, and associated companies, advertising and promotional agencies, promotional partners, suppliers of products or services related to the Contest, and their respective employees, officers, directors, agents, and representatives be required to award more prizes than indicated in these Rules or to award the Prize other than in accordance with these Rules.

5. SELECTION OF WINNERS

- 5.1. The winners will be selected by a random draw which will be made by the Organizer on July 28], at 10:00 AM (EST), at the offices of the Organizer located at 1275 Saint-Antoine Street West, Montreal, Quebec, H3C 5L2, among all eligible entries received during the Contest Period.
- 5.2. The odds of winning depend on the number of eligible entries received during the Contest Period.
- 5.3. The randomly selected entrants will be contacted by phone or email according to the information provided in their entry form. If the selected entrants cannot be reached within two (2) business days of the draw or if the Organizer determines, in its sole discretion, that the selected entrants does not meet all of the Contest conditions set out in these Rules, another draw will be held, and another entrant will be selected as a potential winner. This process will be repeated until an eligible winner is declared.
- 5.4. The Prizes will be shipped to the winner, free of charge, at the address provided on their entry form.
- 5.5. In order to be declared winner and claim the Prize, the selected entrant must comply with the following requirements:
 - (i) Sign the declaration and liability waiver form (the "**Declaration Form**") that the Organizer will send him by email and return the said Declaration Form to the Organizer within forty-eight (48) hours of receipt;
 - (ii) Correctly answer a mathematical skill-testing question;
 - (iii) Comply with all instructions contained in the email sent by the Organizer announcing that he has been selected in the random draw; and
 - (iv) Meet all requirements set out in theses Rules.
- 5.6. Failure to comply with any of the above-mentioned conditions, or any other condition provided for herein, will result in disqualification of the selected entrant

and a new draw will be held in accordance with these Rules in order to award the Prize. This process will be repeated until the Prize is awarded.

- 5.7. The information provided by **the** selected entrant, when contacted by the Organizer, must be complete and truthful.

6. CONFIDENTIALITY

- 6.1. Entrants' personal information is collected by the Organizer solely for the purpose of administering this Contest. Other informational or commercial communications from the Organizer **and/or the Sponsor** may be received by the entrants if they agree to receive such communications by ticking the appropriate box while entering the Contest. By entering this Contest, entrants agree to the terms and conditions set forth in the Organizer's Privacy Policy. To obtain all information regarding the Organizer's policy on the protection of user privacy and personal information, please consult the following page: [Website Osheaga - Privacy Policy.pdf \(ctfassets.net\)](http://Website.Osheaga-PrivacyPolicy.pdf(ctfassets.net))

6.2. LIMITATION OF LIABILITY

- 6.3. Without limiting the generality of the foregoing and for greater certainty, the Released Parties shall not be liable for:
- (i) Any incorrect or inaccurate information, whether caused by the Contest website users or by any equipment or program utilized in connection with the Contest or associated with it, or by any human or technical error that may occur in the Contest entry process;
 - (ii) Any error, omission, interruption, deletion, defect, or delay in the operation of the Contest website or any transmission in connection with the Contest;
 - (iii) Any communication line failure, theft, destruction, or unauthorized access to, or alteration of, entries;
 - (iv) Any problem, failure, or malfunction of any computer component, network, communication line, server, or software, any loss or lack of network communication, any technical problems or traffic congestion on the Internet or any website, any transmission that is faulty, incomplete, incomprehensible, or erased by any computer or network, or any other combination of the foregoing which may limit or prevent any person from entering the Contest;
 - (v) Any damage to a third party's computer related to or resulting from entering, or downloading material for the Contest;
 - (vi) Any injury, damage, harm, or loss arising out of the participation in the Contest or the awarding, acceptance, or use (or misuse) of a/the Prize.
- 6.4. The Released Parties shall not be held responsible if the Contest cannot be run as planned for any reason whatsoever, including, without limitation, infection by computer viruses, bugs, errors, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, equity, integrity, or proper conduct of the Contest.

7. USE OF PERSONAL INFORMATION

- 7.1. By entering the Contest, entrants consent to the collection, use and disclosure of their personal information by the Organizer for the purposes of administering the Contest, delivering the Prizes, and disclosing the winners. In addition, by entering the Contest, entrants confirm they comply with all the terms and conditions set forth in these Rules and consent to the disclosure, publication and use of their name, place of residence, photograph, likeness, voice and statement, without

compensation or notice, for publicity, marketing and/or informational purposes in any media or format (including the Internet), for an indefinite period of time and without geographic limitation, in connection with this Contest or similar contests in the future, and agree to sign any document related to this undertaking or deemed necessary by the Organizer.

8. GENERAL CONDITIONS

- 8.1. **Decisions.** Any decision of the Organizer or its representatives relating to this Contest is final and without appeal.
- 8.2. **Ownership.** All entry forms, Declaration Forms, and other documents or materials sent to the Organizer in connection with the Contest (collectively the “**Entry Material**”) become the property of the Organizer upon submission and will not be returned to the entrants and/or the winners.
- 8.3. **Verification.** Entry Material is subject to verification by the Organizer. Any Entry Material which is incomplete, illegible, incomprehensible, mutilated, fraudulent, registered or transmitted late, bearing an invalid email address or telephone number, not including the correct answer to the mathematical skill-testing question or otherwise non-compliant will be void and will not entitle the entrant to participate in the Contest.
- 8.4. **Disqualification.** The Organizer reserves the right, at its sole discretion, to cancel one or more entries of a person or disqualify any person from this Contest and/or exclude such person from any future contest or promotion held by the Organizer if any such person participating in the Contest or attempting to participate in the Contest (i) fails to comply with any of the conditions set forth herein; (ii) enters or attempts to enter the Contest by using any means that is contrary to these Rules or that is unfair to the other entrants (for example: use of automated equipment to participate in this Contest, hacking, number of entries exceeding the permitted limit, etc.); or (iii) is suspected of having directly or indirectly tampered with the Contest or of having made a false declaration.
- 8.5. **Course of the Contest.** Any attempt by an entrant or any other individual to deliberately damage any component related to the Contest, including, without limitation, the Contest site, tamper with the entry process or undermine the legitimate operation of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Organizer reserves the right to reject any entry of such person, to refer such person to the appropriate legal authorities and to seek remedies and damages to the fullest extent permitted by the applicable laws.
- 8.6. **Entrant identification.** For the purposes of these Rules, the entrant is the person whose contact information appears on the entry form. The Organizer reserves the right to require identification before awarding **a/the** Prize.
- 8.7. **Operation of the website.** The Organizer does not guarantee in any way that the Contest website or any site linked to it will be accessible or functional without interruption during the Contest Period or that it will be error-free.
- 8.8. **Modification of the Contest.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, the Contest at any time if an event or human intervention occurs that could alter or influence the administration, security, impartiality or conduct of the Contest as contemplated by these Rules.
- 8.9. **End of participation to the Contest.** In the event that the computer system is unable to record all entries in the Contest during the Contest Period, for any reason

whatsoever, or if participation in the Contest should be terminated, in whole or in part, before the end date provided for in these Rules, the draw may be made, at the discretion of the Organizer, from among entries duly registered during the Contest Period or, where applicable, until the date of the event that terminated participation in the Contest.

- 8.10. **Communication with entrants.** No communication or correspondence will be exchanged with entrants except as provided for in these Rules or in connection with the administration of the Contest, at the initiative of the Organizer, unless entrants have otherwise consented.
- 8.11. **Divisibility of paragraphs.** If any section of these Rules is declared or held by a court of competent jurisdiction to be illegal, unenforceable or invalid, then that section shall be deemed void, but all other unaffected sections shall be enforced to the fullest extent permitted by law.
- 8.12. **Language.** In the event of a discrepancy between the French and English versions of these Rules, if an English version is available, the French version shall prevail.
- 8.13. **Gender.** The masculine gender is used without discrimination, for conciseness purposes only.
- 8.14. **Applicable Laws.** The Contest is governed and construed exclusively in accordance with the laws of the province of Quebec, without regard to the provisions relating to conflicts of laws.