

CONTEST RULES

NEEDS SCENE+ HOLIDAY CONTEST 2024 (the "Contest")

1. Eligibility

The Contest is open only to legal residents of Nova Scotia, New Brunswick, Newfoundland and Labrador, and Prince Edward Island (the "Participating Provinces") who have a valid Scene+ account, and 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, 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 11:59pm Atlantic Time ("AT") on November 14, 2024 and ends at 12:00am AT on January 8, 2025 (the "Contest Period") and consists of eight (8) weekly contest periods for the secondary prizes (each a "Weekly Contest Period") as outlined in section 9 below.

3. How to Enter without Purchase

NO PURCHASE IS NECESSARY. To gain (1) entry into the Contest, please send in a short-written essay of no more than one hundred and fifty (150) words, including your full name, email address, and Scene+ account number, to jennie.macgregor@sobeys.com describing which Needs Convenience is your favorite store and why? (a "No Purchase Entry(ies)"). By participating in this Contest and submitting your No Purchase Entry, you consent and agree to abide by these Contest rules, the entry requirements, and Sobeys Privacy Policy.

Limit of one (1) No Purchase Entry per customer, per Scene+ account, per day, during the Contest Period. No Purchase Entries will bear the same odds of winning as Purchase Entries.

4. How to Enter with Purchase

To enter the Contest with a purchase, visit any Participating Store in your Participating Province, purchase any product (excluding fuel purchases), and swipe your Scene+ card during checkout to gain one (1) entry into the Contest, during the Contest Period (a "Purchase Entry" and together with the No Purchase Entry, an "Entry(ies)"). Each product purchased from a Participating Store, will earn you one (1) Purchase Entry. By participating in this Purchase Entry, you accept and agree to abide by the full Contest Rules and entry requirements of these Contest Rules.

The number of Participating Products that can be purchased to earn a Purchase Entry, will be subject to any in-store retail limits, per day, during the Contest Period.

5. Grand Prize Description

There is one (1) grand prize to be won throughout the entire Contest Period. The grand prize consists of 500,000 Scene+ points (the “Grand Prize”). The approximate retail value of the Grand Prize is \$5,000.00 (CAD).

6. Secondary Prize Description

There are eight (8) secondary prizes to be won throughout the entire Contest Period, one (1) secondary prize will be available to be won in each Weekly Contest Period outlined in the table in section 9 below. Each secondary prize consists of 50,000 Scene+ points (each a “Secondary Prize” and together with the Grand Prize, the “Prizes”). The approximate retail value of each Secondary Prize is \$500.00 (CAD).

7. Prize Conditions

The following conditions apply to the Prizes:

- The Prizes have no equivalent cash value, are non-transferable and no substitutions will be made. Each Prize must be accepted as awarded. The Sponsor 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.
- You must sign the Sponsor’s release form (the “Release”) in order to receive and participate in the Prize.
- Scene+ points Prizes are subject to standard Scene+ Terms and Conditions.
- Any difference between approximate retail value and the actual value of the Prizes as taken will not be awarded.
- The Scene+ points will be awarded to the potential winner’s Scene+ account after completing and returning the signed Release form. It can take between 3-4 weeks for the Scene+ points to appear on the potential winner’s Scene+ account.

8. Odds

The odds of winning a Prize depends on the total number of eligible Entries received during the Contest Period. All Entries received will count toward a chance to win the Grand Prize. All Entries received will count toward each Weekly Contest Period for a chance to win a Secondary Prize. However, once an entrant wins the Grand Prize or a Secondary Prize, those entrants are no longer eligible to win anymore Prizes.

9. Draw Details

Random draws will be conducted by an agent of the Sponsor located in Nova Scotia, Canada from all eligible Entries received during the Contest Period (the “Draw”). The Draw for the Grand Prize will occur

on January 6, 2025. The Draws for the Secondary Prizes will occur on the dates outlined in the table below. You do not need to be in attendance to be selected. You are only eligible to win a Prize once.

Weekly Contest Period	Secondary Prize	Secondary Prize Draw Date
November 14, 2024 – November 21, 2024	1 x 50,000 Scene+ Points	December 2, 2024
November 21, 2024 – November 28, 2024	1 x 50,000 Scene+ Points	December 9, 2024
November 28, 2024 – December 5, 2024	1 x 50,000 Scene+ Points	December 16, 2024
December 5, 2024 – December 12, 2024	1 x 50,000 Scene+ Points	December 23, 2024
December 12, 2024 – December 19, 2024	1 x 50,000 Scene+ Points	December 30, 2024
December 19, 2024 – December 25, 2024	1 x 50,000 Scene+ Points	January 6, 2025
December 25, 2024 - January 1, 2025	1 x 50,000 Scene+ Points	January 13, 2025
January 2, 2025 - January 8, 2025	1 x 50,000 Scene+ Points	January 20, 2025

10. 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. By participating in this Contest, you consent to the Sponsor or a representative of the Sponsor using your Scene+ number to identify you should you be selected as the potential winner. In order to be declared a winner, you must correctly answer without assistance a mathematical skill testing question and sign 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.

11. 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.

12. 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>.

13. 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, comments, voice, likeness, municipality of residence, your contest Entry and photo submission 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.

14. Limitation of Liability / Release

By participating in the Contest, and as a condition of acceptance of the Prize, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Sponsor and the Administrator, and their 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, personal injury, property damage or death, 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 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, your Entry and/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 assumes these risks. You also agree to indemnify, defend, and hold harmless the Released Parties from any and all Claims in respect of the foregoing.

15. 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.

16. Technical Issues

The Sponsor and Administrator are not responsible for any computer, online, telephone, hardware, software or technical limitations or malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry, or failure to receive 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 or receipt of Entry, 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.

17. Rights to Terminate/Modify/Suspend Contest

The Administrator and Sponsor retain 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 and Sponsor 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 and Sponsor 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 12:00 p.m. AT on the Termination Date (which winners shall be randomly selected in accordance with these Contest Rules).

18. 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 Administrators 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 Administrators, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest.

19. Role of Parties

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

20. Trademarks

All other Trademarks are the property of their respective owners.

21. 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, 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.