# "Win a Year of Yogurt Contest"

#### Official Rules

1. The "Win a Year of Yogurt Contest" (the "Contest") is organized on behalf of Ultima Foods Inc. (the "Sponsor") by SNIPP Interactive Inc. (the "Contest Administrator"). The Contest runs at participating IGA, IGA extra, Sobeys and Safeway stores in Canada (the "Participating stores") and online on the website <a href="https://iogo-contest.com">https://iogo-contest.com</a> from August 9th, 2021 at 12:01:00 a.m. (EDT) to September 5th, 2021, at 11:59:59 p.m. (EDT) (the "Contest Period").

#### **ELIGIBILITY**

2. The Contest is open to residents of Canada, who are eighteen (18) years old or over. Employees, members, representatives, directors, officers and mandataries of the Sponsor, of the Contest Administrator, of any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, suppliers of the prize, material and services related to this Contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse and any individuals with whom such employees, members, representatives, directors, officers and mandataries are domiciled, are not eligible.

#### **HOW TO ENTER**

# No purchase necessary

- 3. There is no purchase necessary to enter the Contest. The Participant may either purchase a Participating Product (hereinafter defined) or request an Entry (hereinafter defined) by following the steps detailed at sub-section 3.3 below to enter the Contest.
  - 3.1. In the case of a participation with purchase, you may enter the Contest by purchasing any iÖGO Canadian Harvest yogurt product (the "Participating products") in a Participating store and submitting the receipt displaying the qualifying purchase of the Participating product on <a href="https://iogo-contest.com">https://iogo-contest.com</a> (the "Contest Website") with your full name, email address, phone number, postal address and the confirmation that you have read, understood and accept the Contest Rules (the "Submission").

- 3.2. For each qualifying product on your Submission you will receive one (1) entry into the draw (each an "Entry"), subject to the limits outlined below.
- 3.3. You may also enter the Contest without purchase by logging on to <a href="https://iogo-contest.com/en/AmoeEntry.aspx">https://iogo-contest.com/en/AmoeEntry.aspx</a> and complete the registration form in its entirety to receive one (1) Entry.
- 3.4. All Contest Entries must be received from August 9th, 2021 at 12:01:00 a.m. (EDT) to September 12th, at 11:59:59 p.m. (EDT);
- 3.5. The Contest Administrator's computer is the official timekeeping device for this Contest; and
- 3.6. In the event of a dispute over the identity of an entrant, the Entry will be considered made by the natural person who is assigned the email address by the email service provider.
- 4. **Entry Limits.** Entrants must respect the following limits otherwise they may be disqualified:
  - 4.1. When an entrant has more than one email address, the entrant must only use one (1); and
  - 4.2. Limited to fifteen (15) Entries per person and email address for the duration of the Contest Period, regardless of method of entry.

Multiple Entries received from any person or e-mail address in excess of the limitation stated above will be void. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All Entries become the sole property of the Sponsor once submitted and will not be returned.

#### **PRIZES**

5. Twenty (20) prizes will be randomly drawn. Each prize consists of one (1) year of coupons to buy iÖGO Canadian Harvest yogurt that can be used at the winner's discretion, with a retail value of five hundred and twenty dollars (\$520)

each. The total approximate retail value of all the prizes combined is CAD\$10,400.

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6.1. **Prize limit.** There is a limit of one (1) prize per person and per residence for the Contest Period.

## **DRAWS**

- 7. On September 21<sup>st</sup>, 2021, twenty (20) winners will be randomly selected at 10:00 am (EDT) at the Contest Administrator's office located at 2132 4710 Kingsway Burnaby, BC Canada, V5H 4M2.
- 8. The selection will be made from all eligible Entries received at the time of drawing during the Contest Period. The selected participants will each receive one (1) prize.
- 9. **Odds of winning.** The odds of winning are as follows:

The odds of an entrant's Entry being selected for a prize depend on the number of eligible Entries registered during the Contest Period.

## AWARDING OF THE PRIZES

- 10. To be declared a winner, any selected entrant must:
  - 10.1. Be reached by the Contest Administrator by phone or by email, at the sole discretion of the Administrator using the contact information provided at the time of entry, within three (3) days of the draw. If the selected entrant is reached by email, he/she must reply in accordance with the instructions given in the email, as the case may be. In the case of the return of an email prize notification as undeliverable, the Administrator will have the entire discretion to disqualify the entrant's Entry or to try to reach him/her by phone;
  - 10.2. Answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by the Contest Administrator. If the selected entrant fails to correctly answer the question, such entrant will be disqualified and another entrant will be randomly selected. The potential prize winner who correctly answers the skill-testing question will be notified by phone or by email, at the sole

discretion of the Administrator using the contact information provided at the time of entry.

- 10.3. Upon request and in a timely manner, provide an identification card with photograph;
- 11. The prize will be sent via physical mail using the contact information provided at the time of entry, between 4-6 weeks of a potential winner being declared a winner.
- 12. Failure to comply with one of the conditions mentioned in these Contest Rules or to accept the prize will cause any selected entrant to be disqualified. In such a case, the Sponsor may, at their sole discretion, cancel the prize or hold a new draw until an entrant is selected and declared a winner.

#### **GENERAL CONDITIONS**

- 13. **Verification.** Submissions and Declaration Forms are subject to verification by the Sponsor and/or the Contest Administrator. Any Submission or Declaration Form which is, as the case may be, incomplete, illegible, mutilated, fraudulent, registered or submitted late, bearing an invalid email address or phone number, not bearing the correct answer to the mathematical skill-testing question or otherwise noncompliant shall be rejected and will not entitle to an Entry or to the prize, as the case may be.
- 14. **Disqualification.** The Sponsor reserves the right to disqualify a person or to cancel one or several entries of a person who participates or tries to participate in this Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants (e.g. entries exceeding the authorized limit). Such a person may be reported to the appropriate legal authorities.
- 15. **Conduct of the Contest.** Any attempt to deliberately sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Sponsor reserves the right to reject the entrant's entries and obtain legal or equitable relief under applicable laws.
- 16. **Acceptance of the prizes.** Prizes must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person,

replaced by another prize or exchanged for cash, except as provided in the section below.

- 17. **Substitution of the prizes.** In the event where it would be impossible, difficult and/or more costly for the Sponsor to award a prize (or a portion thereof) as described in these Contest Rules, it reserves the right to award a prize (or portion thereof) of the same kind and of equivalent value or, at its sole discretion, the cash value of the prize (or portion thereof) as indicated in the Contest Rules.
  - 18. **Liability limit: use of the prizes.** By entering the Contest, any entrant selected for a prize releases and holds harmless the Sponsor and the Contest Administrator, any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, their employees, members, representatives, mandataries, shareholders, directors, officers, agents, representatives, parents, subsidiaries, affiliated and related companies, successors and assigns (collectively, the "Released Parties") from any liability in connection with any Prize or the Contest from and against any damage resulting from the acceptance or use of the prize.
  - 19. **Liability limit: prize supplier.** Any entrant selected for a prize acknowledges that upon awarding of the prize, the obligations related to it become the responsibility of the providers of services and goods related to the prize. Incomplete entries, damaged entries, illegible entries or entries received after the Contest Closing Date will not be accepted. The Released Parties take no responsibility for lost, stolen, misdirected, damaged, illegible or late entries, which for any reason are not received before the Contest Closing Date, or for printing, distribution or production errors. None of the Released Parties assumes any responsibility for any problems or technical malfunctions of or relating to any telephone network or lines, unavailable network connections, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications (regardless of whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest), human error in the processing of entries in this Contest, computer online systems or servers, computer software problems, traffic congestion on the Internet or at any website, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of any Prize or in any Contest- related materials; nor will any of the Released Parties assume any

responsibility for any damage to an entrant's or any person's computer or for breaches of privacy due to interference by third party computer "hackers" arising as a result of participating in this Contest.

For avoidance of doubt, none of the Released Parties assumes any liability for any personal injury or property damage or losses of any kind, including without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained to an entrant's or any other person's computer equipment resulting from an entrant's attempt to either participate in the Contest or download any information in connection with participating in the Contest or use of any website. Without limiting the foregoing, everything on any website is provided "as is" without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Furthermore, none of the Released Parties assumes any liability for any additional aspects of the Contest.

- 20. **Website.** The Sponsor and Contest Administrator do not warrant that access to or use of the Contest Website or any related website will be uninterrupted during the Contest Period or error-free.
- 21. **Contest modification.** The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.
- 22. **Termination of participation in the Contest.** In the event that participation in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the Sponsor may, at its sole discretion, proceed with the draw among the entries duly registered during the Contest Period or, as the case may be, up to the date of the event ending participation in the Contest.
- 23. **Prize limit.** In no event shall the Sponsor be required to award more prizes than indicated in these Contest Rules or to award the prize otherwise than in compliance with these Contest Rules.
- 24. **Authorization.** By entering this Contest, any entrant selected for a prize authorizes the Sponsor and their representatives to use, if required, his/her name, photo,

- likeness, voice, place of residence and/or statement regarding the prize for publicity purposes, without any form of compensation.
- 25. **Communication with entrants.** No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Contest Rules or at the Sponsor's or Contest Administrator's initiative.
- 26. **Personal information.** Entrants' personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants unless they have otherwise agreed to receive such communications. By participating in this Program, each entrant expressly consents to the Sponsor, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Sponsor's privacy policy (available at: <a href="https://iogo.ca/en/privacy-policy/">https://iogo.ca/en/privacy-policy/</a>).
- 27. **Property.** Declaration Forms are the property of the Sponsor and shall not in any case be returned to the selected entrants.
- 28. **Entrant identification.** For the purpose of these Contest Rules, the entrant is the person whose name appears on the Submission and it is to this person to whom the prize will be awarded if he/she is selected and declared a winner.
  - **Sponsor's decision.** Any decision by the Sponsor or its representatives regarding this Contest is final and without appeal.
- 29. **Unenforceability.** If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.

## A. Official Rules Govern

In the event of a conflict between the Official Rules and any instructions or interpretations of these Official Rules given by an employee of the Sponsor regarding the Contest, these rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials including, but not limited to, the registration form, point of sale, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

## B. **Indemnification**

By submitting an entry into this Contest, each entrant confirms his or her understanding of and compliance with these Official Rules. Each entrant hereby releases and holds the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Official Rules, or in any Prize-related activity, including, but not limited to, computer viruses that the entrant or their household members may come into contact with through their participation in the Contest. The entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without any limitation, whatsoever.. Entrants waive any right to any claim arising out of or relation to ambiguity in these Official Rules or in the foregoing platforms terms of use (if any).

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INDIVIDUALS PARTICIPATING IN THE CONTEST ACKNOWLEDGE HAVING READ AND ACCEPTED THESE RULES AND AGREE TO C