

The “Danone GO x Nintendo Switch” Contest (the “Contest”) is organized by Danone Inc. (the “Contest Organizer”). The Contest Organizer is responsible for the Contest, its organization and the Contest Rules (collectively the “Rules”).

By registering for the Contest, each entrant (each entrant is referred to as an “Entrant”, together as the “Entrants”) may get a chance to win a Prize (as such term is hereinafter defined), in accordance with the conditions in the Official Rules.

**1. CONSENT TO THE RULES:**

By entering the Contest, each Entrant agrees to be bound by these Official Rules.

**2. CONTEST PERIOD:**

The Contest begins on October 18, 2021 at 12:00:00 a.m. Eastern Standard Time (“EST”) and ends on November 28, 2021 at 11:59:59 p.m. EST (the “Contest Period”). During the Contest Period, only one entry per participant is allowed.

**3. ELIGIBILITY:**

This Contest is open to all legal residents of Canada having reached the legal age of majority in their respective province or territory of residence at the time of entry.

Employees, agents, representatives, officers and directors of the Contest Organizer, Nintendo of Canada Ltd. (“Nintendo”) and each of their respective subsidiaries, affiliated companies, parent corporations, advertising and promotion agencies, sponsor, suppliers of services related to this Contest, or of any other party directly associated with the holding of the Contest, as well as members of their immediate families (brothers, sisters, children, father, mother), their legal or common-law spouse, and any persons residing with these employees, agents, representatives, officers and directors (whether related or not) (collectively, the “Released Parties”) are not eligible to participate.

**4. HOW TO PARTICIPATE:**

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. You will not increase your chances of winning by buying a product because no purchase is required to participate. There are two (2) ways to enter for a maximum of one (1) entry (each an “Entry” and collectively the “Entries”) for the entire Contest, as follows

- **Purchase Option: Enter the contest by purchasing three (3) Danone GO products and registering online at the website located at the URL: <https://www.danonegocontest.com>. Once registered, send a photo of the receipt(s) from your eligible purchase(s) by November 28, 2021 at 11:59:59 p.m. EST to the website provided. One (1) entry per person. To be declared winner, each drawn entrant must answer a mathematical skill-testing question correctly and otherwise fully comply with the official contest rules.**

- **No purchase Option** : Alternatively, if you would like to receive one (1) entry into the Contest without registering online, please print your first name, last name, complete mailing address (including postal code), valid email address and telephone number on a piece of paper and mail it (in an envelope with sufficient Canadian postage) to: Celsius Communications Inc, 160 St-Viateur Street East, Suite 810, Montreal, Quebec H2T 1A8 (the "Request"). Once your valid Request has been received in accordance with these rules, you will automatically receive one (1) Contest entry. In order to be eligible, the submitted Request must: (i) be received separately in an envelope with sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); (ii) be postmarked and received during the Entry Period; and (iii) contain all of the information listed above.

Standard data charges may apply to Participants who choose to enter the Contest via a mobile device. Please contact your service provider for rates and service plan information prior to participating with your mobile device.

Released Parties shall not be responsible for lost, late, stolen, damaged, garbled, inaccurate, incomplete, misaddressed, mutilated, undelivered, delayed, or misdirected emails, Instagram, comments, requests and/or Prize claims, or for errors, omissions, interruptions, deletions, defects, or delay in cable, satellite, internet service provider, telephone lines, or in operations or transmission of information, in each case whether arising by the way of technical or other failures or malfunctions of computer hardware, software, communication devices, or transmissions lines, or data corruptions, theft, tampering, destruction, unauthorized access to or alteration of any participation materials, loss, human error, or otherwise.

#### 5. **LIMIT ON THE NUMBER OF PARTICIPANTS:**

**LIMIT OF ONE (1) ENTRY PER PERSON REGARDLESS OF THE METHOD OF ENTRY PER CONTEST PERIOD.** The number of Entries is limited to one (1) Entry per person (regardless of method of entry) during the Contest Period. For greater certainty and for the avoidance of doubt, you may only use one (1) email address to enter the Contest. If the Contest Organizer discovers (based on any evidence or information made available to or otherwise discovered by the Contest Organizer) that an individual: (i) has attempted to obtain more than one (1) Entry (regardless of method of entry); and/or (ii) has attempted to use multiple names, identities, email addresses, or any automated, macro, script, robotic, or other system or program and/or any other means that is not in accordance with Contest Organizer's interpretation of the letter and spirit of these Rules to enter or otherwise participate in this Contest, or to disrupt the conduct of the Contest; such person may be disqualified from the Contest at the sole and absolute discretion of the Contest Organizer.

#### 6. **VERIFICATION:**

All Entries, Requests and Participants may be subject to verification at any time and for any reason. The Contest Organizer reserves the right, in its sole and absolute discretion, to require proof of identification and/or eligibility (in a form acceptable to the Contest Organizer, including, but not limited to, government-issued photo identification): (i) to verify an individual's eligibility to participate in this Contest; (ii) to verify the eligibility and/or legitimacy of any Entry, Request and/or information submitted (or purportedly submitted) for the purposes of this Contest; and/or (iii) for any other purpose that Contest Organizer deems necessary, in its sole and absolute discretion, for the administration of this Contest in accordance with Contest Organizer's interpretation of the letter and spirit of these Rules. Any person who fails to provide such proof to the complete satisfaction of the Contest Organizer, within the time period specified by the Contest Organizer, may be disqualified in the sole and absolute discretion of the Contest Organizer. Only the official timekeeping device(s) of the Contest Organizer will determine the time for the purposes of this Contest.

Disqualification. Participants must comply with the following conditions or they may be disqualified and their Entry may be cancelled:

- Participants must use a valid email address.
- Only one (1) Entry or Request per person will be permitted.
- Participants must use the same email address at all times during the Contest Period.
- Use of more than one (1) email address will result in automatic disqualification. Accounts created by the same Participant will be disqualified.

## 7. PRIZES:

There is a total of fifteen (15) prizes (individually a "Prize", collectively, the "Prizes" that can be won as described below.

- One (1) Nintendo Switch system with one (1) download code for the digital version of the Mario Party Superstars game with a retail value of approximately CAD \$480 each.

The total approximate retail value of the Prizes is **seven thousand two hundred Canadian dollars** CAD \$ 7,200.

Each prize must be accepted as is and is not transferable, assignable or redeemable for cash (except as expressly permitted by the Contest Organizer in its sole and absolute discretion). No substitutions are permitted, except at the discretion of the Contest Organizer. The Contest Organizer reserves the right, in its sole and absolute discretion, to substitute a Prize or Prizes with a prize of equal or greater value, including, but not limited to, in the sole and absolute discretion of the Contest Organizer, a cash prize.

In no event will the Contest Organizer be responsible for more than fifteen (15) Prizes. If computer, printing, production, mechanical, seeding, typographical or other errors result in more valid Prize claims than the number of available Prizes stated herein, the Contest Organizer reserves the right to award the number of Prizes stated herein by random drawing from among all eligible, non-suspect, valid Prize claims received for the Prize in question.

Limit of one (1) Prize per person.

None of the Released Parties makes any representations or warranties, express or implied, as to the quality or suitability of any prize awarded in connection with the Contest. To the fullest extent permitted by law, each selected entrant understands and agrees that he/she will not seek reimbursement or any legal or equitable remedy against the Contest Organizer and the Released Parties, whoever they may be, in the event that the prize awarded to him/her is unsatisfactory for any reason or is unsuitable for his/her particular purpose

**General Conditions:**

In addition to the other conditions set out in these Rules, the following conditions apply to the Prizes offered:

- To be eligible to win the Prizes, the Participant must be validly registered in the Contest.
- If any portion of the Prize is not used, no compensation will be provided to the winner.
- All costs, expenses, charges, fees and taxes (federal, provincial, local or otherwise) and all fees not expressly described in these Rules as being included in a Prize are the sole responsibility of the winner.
- All Prizes must be accepted as awarded and may not be transferred, substituted, or redeemed for cash or any other Prize.
- No transfer, assignment or substitution is permitted, except by the Contest Organizer, who reserves the right, in its sole discretion, to substitute a Prize of equal or greater value, should the Prize become unavailable for any reason due to circumstances beyond its control.
- Any Prize depicted in promotional materials is for illustration purposes only and may not be the exact item(s) offered as a Prize.
- Trademarks, logos and all service marks (including individual product and retailer names) are the property of their respective owners.

**8. SELECTION, NOTIFICATION AND CONFIRMATION OF WINNERS:**

On November 30, 2021 at approximately 10:00:00 a.m. EST, the fifteen (15) eligible Participants will be selected by random draw from all valid Entries received by that date to receive a Prize. The Prize draw will be conducted by the Contest Organizer in Montreal, Quebec.

Odds of winning depend on the number of eligible Entries received in accordance with these Rules during the Contest Period.

Official Time. The Contest Organizer's servers are the official tool for determining the time for this Contest. The time an Entry is received by the Contest Organizer will be deemed to be the time it is received by the Contest Organizer's mail or web server (whichever is applicable) as determined by the clock on that server.

The Contest Organizer or its designated representative will make at least three (3) attempts to contact each selected entrant within five (5) business days of the applicable draw date. The Participant will be contacted by telephone or email, at the sole discretion of the Contest Organizer. If a selected Participant does not respond adequately within the time period specified above or if a notification is returned as undeliverable, that selected Participant may, in the sole and absolute discretion of the Contest Organizer, be disqualified (and, if disqualified, will forfeit

all rights to the applicable prize) and the Contest Organizer reserves the right, in its sole and absolute discretion and time permitting, to randomly select another Eligible Entrant from among all remaining Eligible Entries received at the time of the initial draw (in which case the foregoing provisions shall apply to such newly selected Entrant).

NO ENTRANT IS A WINNER UNTIL THE CONTEST ORGANIZER HAS OFFICIALLY DECLARED THAT ENTRANT A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A SELECTED PRIZE ENTRANT must: (a) correctly answer, without mechanical or other assistance, a mathematical skill-testing question (which may, in the sole and absolute discretion of the Organizer, be administered online, by email or other electronic means, by telephone, or on the Organizer's Declaration and Release Form); and (b) sign and return the original signed copy of the Declaration and Release Form (hereinafter the "Declaration Form") provided by the Contest Organizer, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, participation and/or awarding and use/misuse of the Prize or any portion thereof; (iv) agrees to indemnify the Released Parties from and against any and all claims, damages, liabilities, costs and expenses arising out of or in connection with the use of his or her Prize; and v) confirms consent to any publication, reproduction and/or other use of his/her name, city/province/territory of residence, voice, statements about the Contest and/or photograph or other likeness, without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Organizer, by any means and in any media, including print, broadcast or the Internet. If a selected Participant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time period; (c) cannot accept (or refuses to accept) the Prize (as awarded) for any reason; and/or (d) is in violation of these Rules (as determined by Contest Organizer in its sole and absolute discretion); then such Participant will be disqualified (and forfeit all rights to the Prize) and the Contest Organizer reserves the right, in its sole and absolute discretion and time permitting, to randomly select another eligible Participant from among all remaining eligible entries received at the time of the initial draw (in which case the foregoing provisions will apply to such newly selected Participant).

#### **9. GENERAL CONDITIONS:**

The Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Organizer with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANY PERSON FOUND TO BE IN VIOLATION OF THE LETTER AND SPIRIT OF THESE RULES BY THE CONTEST ORGANIZER, FOR ANY REASON WHATSOEVER, MAY BE DISQUALIFIED AT ANY TIME, AT THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST ORGANIZER.

The Released Parties disclaim all liability for: (i) any failure of any website and/or platform during the Contest; (ii) any technical malfunctions or other problems of any kind, including, but not limited to, those affecting telephone network or lines, computer online systems, servers, access providers, computer hardware or software (iii) any Entry, Request or other information which is not received, captured or stored, for any reason, including but not limited to technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an Entrant's or any other person's computer or other property related to or resulting from participation in this

Contest; (v) incorrect and/or erroneous designation of a selected winner or Entrant; and/or (vi) any combination of the foregoing

Further, Released Parties are not responsible for electronic communications that are undeliverable due to any form of active or passive filtering of any kind, or due to insufficient space in Participant's email account preventing Participant from receiving emails.

The Released Parties are not responsible for incorrect or inaccurate information, whether caused by an Entrant 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 transmission, receipt or processing of codes.

Winners acknowledge that upon acceptance of a Prize, performance of Prize obligations becomes the sole and exclusive responsibility of the designated service provider(s) for those portions not originating with Contest Organizer, if any.

The Contest Organizer reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, modify or suspend this Contest (or to amend these Contest Rules) in any way if any cause beyond the control of the Contest Organizer, including without limitation, pandemic, acts of God, public enemies, wars, civil strife, fire, flood, explosion, labour dispute or strike, or any other act or order of any governmental authority, should corrupt or interfere with the proper conduct of this Contest as contemplated by these Rules, including, but not limited to, any error, computer virus or bug, tampering, unauthorized intervention, fraud or malfunction of any kind. Any attempt to undermine the legitimate operation of this Contest in any way (in the sole and absolute discretion of the Contest Organizer) may be a violation of criminal and civil laws. Should such an attempt be made, the Contest Organizer reserves the right to seek damages to the fullest extent permitted by law. The Contest Organizer reserves the right, subject only to the approval of the Régie in Quebec, to cancel, modify or suspend this Contest, or to amend these Rules in any way, without notice or obligation, in the event of an accident, printing error, clerical error or any other error whatsoever, or for any other reason.

The Contest Organizer reserves the right, in its sole and absolute discretion, to administer an alternate skill-testing procedure, as it deems appropriate in the circumstances, or in order to comply with applicable law.

The Contest Organizer reserves the right, subject only to the approval of the Régie in Quebec, to change the dates, deadlines and/or other mechanics of the Contest as set out in these Contest Rules, to the extent deemed necessary by the Contest Organizer, in order to verify that an Entrant, an Entry Application and/or other information comply with these Rules, or due to technical or other problems or circumstances which, in the opinion of the Contest Organizer, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

Any decision by the Contest Organizer with respect to any aspect of this Contest, including but not limited to the eligibility and disqualification of Forms, will be final and binding, subject to any decision of the Régie.

By entering this Contest, all Participants explicitly consent to the Contest Organizer, its agents and/or representatives, recording, sharing and using the personal information provided solely for the purpose of administering the Contest and in accordance with the Contest Organizer's privacy policy (available at: <https://www.danone.ca/privacy-policy/>)

This section does not limit any other consent an individual may give to the Contest Organizer or others with respect to the collection, use and/or disclosure of his/her personal information.

The Forms are the sole property of the Contest Organizer and will not be returned to Entrants at any time.

The Contest Organizer is the sole owner of the promotional materials and products of the Contest and of the intellectual property rights related thereto, and nothing in these Rules shall be construed as conferring any rights whatsoever on the Entrants in this regard.

Except as provided in these Rules, no communications or correspondence will be entered into with Participants, except with Prize winners.

For the purposes of these Rules, the Participant is the person whose name appears on the Entry Form and, subject to the terms hereof, it is to this person that the Prize will be awarded if declared a winner.

In the event of any inconsistency or discrepancy between the terms and conditions of the English version of these Rules and the statements or other representations contained in any material relating to the Contest, including but not limited to the French version of these Rules, point-of-sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by a representative of the Contest Organizer, the terms and conditions of the French version of these Rules will prevail, govern and control to the fullest extent permitted by law.

The use of the masculine gender in these Rules is for convenience only and applies to both men and women.

The invalidity or unenforceability of any provision of this by-law shall not affect the validity or enforceability of any remaining provisions. If any provision is held to be invalid or otherwise unenforceable or illegal, this by-law shall remain in full force and effect and shall be construed in accordance with its remaining provisions as if the invalid or illegal provision were not included.

Information is provided to the Contest Organizer and not to Nintendo. Questions, comments or complaints regarding the Contest should therefore be directed to the Contest Organizer and not to Nintendo.

**QUEBEC RESIDENTS ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any**

**litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.**

Subject to the provisions of the preceding paragraph regarding any matter within the jurisdiction of the Régie des alcools, des courses et des jeux, du Québec as a condition of entry in this Contest, each Participant agrees that any and all disputes which cannot be resolved between the parties, and any and all causes of action arising out of or related to this Contest, shall be resolved on a case-by-case basis, without resort to any form of class action, and exclusively before a court of competent jurisdiction in Montreal, Quebec, which court shall apply the laws in force in the province of Quebec.

Subject to the provisions of the preceding paragraph regarding matters that fall under the jurisdiction of the Régie, to the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of Participants, the Contest Organizer or the other Released Parties in connection with this Contest shall be governed by and construed before a competent court in Montreal, Quebec which court must apply the laws in force in the province of Quebec, without giving effect to any choice of law or conflict of law rules or provisions that might require the application of any other jurisdiction's laws.

A copy of the Rules and the names of the winners will be available upon written request to:

Celsius Communications Inc.

160 St-Viateur Est, bureau 810

Montréal, Québec

H2T 1A8

Danone®/Danone GO™ used under license. © 2021 Cie Gervais Danone. All rights reserved.  
Nintendo is not a sponsor, co-sponsor, or administrator of this contest.