

**Stir Up Your Holiday**  
**Official Rules (the “Rules”)**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE CONTEST IS VALID IN CANADA ONLY (AND IS OPEN ONLY TO ELIGIBLE PERSONS, AS SPECIFIED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

Contest Period

1. The Contest Name (the “**Contest**”) commences at 12:00:01 AM EST on November 5, 2020 and ends at 11:59:59 PM EST on January 13, 2021 (the “**Contest Period**”). All entries must be received by 11:59:59 PM EST on January 13, 2021 (the “**Contest Closing Time**”). Entries submitted after the Contest Closing Time will not be accepted.

**Eligible Persons**

2. The Contest is only open to legal residents of Canada, excluding the Province of Quebec, who have reached the age of majority in their Province or Territory of residence at the time of entry, excluding: (a) employees, directors, officers, representatives and agents of: (i) Nestlé Canada Inc., (the “**Sponsor**”); (ii) Metro Ontario Inc. (“**Metro**”) (iii) the independent contest management organization appointed by the Sponsor to administer the Contest (the “**Contest Administrator**”); (iv) any affiliates of the Sponsor or the Contest Administrator; (v) any of the Sponsor’s advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (vi) any persons or entities involved in judging the Contest; and (b) all persons with whom those specified in (a) are domiciled or immediately related. The persons and entities specified in (a) and (b) are referred to collectively herein as the “**Contest Entities**.” For the purposes of these Rules, two people are “immediately related” if one is the husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather or father-in-law of the other. For clarity, groups, clubs, organizations, businesses and commercial and non-commercial entities cannot enter the Contest.

3. An entrant must meet the eligibility requirements set out in these Rules from the time of entry until the time he/she is confirmed a winner (if he/she becomes a winner).

**How To Enter**

**NO PURCHASE NECESSARY. Purchase is not required to enter the Contest and will not improve your chances of winning.**

4. **Purchase Entry:** Purchase two (2) of any Qualifying Products (defined below) at a participating Metro location and text the word STIR to 811811. You will receive a link to the website at [www.madewithnestle.ca/Metro-Contest](http://www.madewithnestle.ca/Metro-Contest) (the “**Website**”) where you will upload a photo of your receipt and complete the on-screen registration form that clearly shows the participating Metro store’s name and address, the date and time of the transaction, and qualifying Nestlé products purchased. Only purchases of two (2) or more Qualifying Products are valid for this offer. Photo must include the entire receipt from top to bottom, including all four (4) corners. A list of qualifying products is shown in **Exhibit A** (each, a “**Qualifying Product**”). For longer receipts, take picture in sections and attach each image. Be sure that the store name, date, bar code (if available), items and prices are legible in your image(s). Blurry and/or unreadable receipt images will be rejected. Highlight the Participating Products on your receipt for quicker response. All entries must be received by 11:59:59 PM EST on January 13, 2021. Your mobile phone must be capable of sending and receiving text messages to participate via this method. Text message and data rates may apply. Consent is not required as a condition of purchase. Text STOP to

811811 to quit or text HELP to 811811 for help. See your wireless carrier for text message rates and capabilities. Text message entries must be received by 11:59:59 PM EST on January 13, 2021 to be eligible.

5. **No Purchase Entry:** To receive one (1) entry without purchase log on to <https://www.madewithnestle.ca/Metro-AMOE> and complete the registration form in its entirety.

Limit one (1) entry per person, per day 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 and will not be returned.

6. Any available opt-in opportunities are not required to enter this Contest, and checking any opt-in boxes will not improve your chances of winning.

7. Limit of one (1) entry per person, per day, regardless of the email address, telephone number, mailing address or other information provided in the Entry Form, to a maximum of twenty-five (25) entries per person for the Contest Period. Once an entrant has reached this limit, any additional entries submitted by an entrant in excess of this limit will be disqualified and will not constitute eligible entries in the Contest. Further, if any entrant attempts to obtain more than the specified number of entries, the Sponsor may, in its sole and absolute discretion, disqualify the entrant from the Contest and disqualify all of that entrant's entries.

8. All entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility from any entrant, which proof shall be in the form required by the Sponsor. Failure to provide proof of identity and/or eligibility to the satisfaction of the Sponsor in a timely manner may result in disqualification.

## **Prizes and Odds of Winning**

9. There are a total of One Hundred (100) Prizes (each, a "**Prize**") available to be won at the outset of this Contest. Each Prize consists of a one hundred dollar (\$100) Metro Gift Card. The approximate retail value of each Prize is 100 Canadian dollars (\$100 CAD). The approximate odds of winning a Prize depend on the total number of eligible entries received by the Contest Closing Time.

10. Limit of one (1) Prize per person.

11. All amounts and costs related to any Prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a Prize, which are not expressly covered by the Sponsor are the responsibility of the individual winner. It is the individual winner's responsibility to understand and abide by any federal, provincial, territorial, local or foreign tax laws that may apply to receipt of a Prize.

12. A person eligible to win a Prize must accept the Prize as awarded and may not transfer such Prize or substitute or exchange for, or apply the Prize's value towards, cash or a higher cost or alternative prize. All Prizes are non-refundable, cannot be replaced if lost or stolen and are provided on an "as is" basis, without any representation or warranty of any kind. The Sponsor reserves the right, in its sole and absolute discretion, to make substitutions of equivalent or greater kind or value in the event of the unavailability of all or part of a Prize or for any other reason whatsoever.

## **How Prizes are Awarded**

13. A random draw (a "**Prize Draw**") to award the Prizes, subject to these Rules (including the verification and skill-testing question requirements), will be held on January 20, 2021, at 10:00 AM PST, at Vancouver,

British Columbia, from all eligible Contest entries received during the Contest Period. One Hundred (100) potential winners will be randomly selected in the Prize Draw for each Prize available to be won. The Prize Draw will be conducted by the Contest Administrator.

14. If, for any reason whatsoever, by the time of a Prize Draw no eligible entries have been received or there is an insufficient number of eligible entries to award all of the Prizes allocated to that Prize Draw, any unawarded Prizes will be awarded during the next applicable Prize Draw. This process will be repeated until all Prizes for the Contest are awarded. If, for any reason whatsoever, any Prizes are not awarded following the completion of the final Prize Draw, those Prizes will not be awarded.

15. The Sponsor and/or its representatives may respond to Contest Posts or otherwise engage with Contest participants during the Contest Period, but such interactions will have no impact on the process through which Prizes are awarded in accordance with these Rules.

16. Within two (2) days of the date on which his/her entry is selected as a potential winner, the potential winner of each Prize will be notified via email, requesting a response from the potential winner via email. If the potential winner fails to respond to such post within seventy-two (72) hours, then, at the Sponsor's sole and absolute discretion, that potential winner may be disqualified without liability to the Sponsor. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. After initial contact is made, a potential winner must provide contact details including an email address, phone number and physical home address. The potential winner will then receive official notification via email or certified or overnight mail delivery. Through the winner notification process, the potential winner must confirm his/her eligibility and indicate his/her willingness to accept the applicable Prize. No communications will be entered into other than with the potential winners.

### **Declaration and Release and Skill-Testing Question**

17. Before being confirmed as a winner of a Prize, each potential winner must complete and return, within four (4) days of date of receipt, a Declaration and Release Form (the "**Declaration and Release**"), which (among other things):

(a) confirms compliance with these Rules;

(b) acknowledges acceptance of the Prize as awarded;

(c) releases the Contest Entities and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all liability in connection with this Contest, the potential winner's participation therein and the awarding and use/misuse of the Prize or any portion thereof; and

(d) confirms the potential winner's consent to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet.

18. Further, prior to being confirmed as a winner of a Prize, each potential winner must also correctly answer a mathematical skill-testing question contained in the Declaration and Release, without assistance of any kind, whether mechanical, electronic or otherwise.

19. If a potential winner fails to return the properly executed Declaration and Release within the specified time period, the Sponsor may, in its sole and absolute discretion, disqualify the potential winner, thereby forfeiting any and all rights the potential winner may have to the Prize. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random

draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules.

20. If a selected potential winner does not meet the eligibility requirements, does not correctly answer the mathematical skill-testing question, does not complete and return the Declaration and Release, is unable or unwilling to accept the Prize as offered or elects to decline the Prize, he/she may be disqualified at the sole and absolute discretion of the Sponsor and an alternate potential winner may be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. Any disqualified winner will not receive any alternate prize, substitution or compensation.

21. Upon satisfaction of all requirements of these Rules, including, without limitation, receipt of the completed Declaration and Release, winners will be contacted to make further Prize delivery arrangements.

## **Privacy**

22. The Sponsor respects your right to privacy and works at all times to comply with all applicable data protection and privacy laws. Except as expressly set out in these Rules, in the Sponsor's Privacy Policy (available at <https://www.madewithnestle.ca/privacy-policy>), or as otherwise agreed to by you, any personal information provided in connection with this Contest will only be collected, used and disclosed by the Sponsor and its third party partners and service providers for the purposes of administering and conducting this Contest, including, without limitation, verification of eligibility and identity and awarding and delivering Prizes. Please note that personal information provided as part of this Contest may be collected in, transferred to and processed and stored in jurisdictions outside of Canada. Such information will be subject to the general laws applicable within those jurisdictions, including, without limitation, possible access by regulatory authorities. The Sponsor will not sell, share or otherwise disclose personal information provided in connection with this Contest to or with third parties or agents, other than to third parties or agents engaged by the Sponsor to fulfill the above purposes or as permitted or required by the applicable laws.

## **Additional Rules and Restrictions**

23. By participating in this Contest, entrants agree to abide by and be bound by these Rules and the decisions of the Sponsor and the Contest Administrator, which shall be final and binding on all entrants in all matters relating to this Contest, subject to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable. In the event an entrant wins a Prize and is later found to be in violation of these Rules, he/she will be required to forfeit the Prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after winner has used the Prize. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the Prize.

24. Proof of sending (regardless of method) is not proof of receipt by the Sponsor or Contest Administrator. Incomplete, altered, mutilated or garbled entries will be disqualified. The Releasees are not responsible for lost, late, misdirected, garbled, stolen, incomplete, invalid, unintelligible or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, the effects of hackers, the failure of any electronic equipment, computer transmissions and/or network connections or any other reason beyond Sponsor's reasonable control; all of which will be disqualified. The Releasees are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including, without limitation: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entrants are

restricted to use of ordinary and typical computer equipment and internet access use in respect of the Contest.

25. The Releasees are not responsible for the cancellation or postponement of any component of this Contest or any associated programs and materials. The Releasees are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest. The Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including, without limitation, errors which may occur in connection with the printing or advertising of this Contest, these Rules, administration or execution of the Contest, the conducting of the prize drawing, the cancellation of any element of a Prize, the processing of entries or in the selection or announcement of a Prize or Prize winner.

26. Each entrant must submit an entry and participate in the Contest on his/her own behalf. Any entry submitted on behalf of another individual, on behalf of a group or organization, or using another person's email address, name or other personal information will be disqualified and ineligible to claim any Prize.

27. Any attempt by any entrant to obtain more than the specified number of entries by using (or attempting to use) multiple names, identities, email addresses, registrations or logins, or by any other means whatsoever, will entitle the Sponsor, in its sole and absolute discretion, to void that entrant's entries and disqualify that entrant from the Contest. Entries by any means which subvert the entry process will be void. Any Entry Form that is determined by the Sponsor, in its sole and absolute discretion, to have failed to have been fully completed and submitted during the Contest Period will be rejected. Use (or attempted use) of any automated, macro, script, robotic or other systems or programs to enter or otherwise participate in, subvert or disrupt the Contest, and any other attempt to manipulate, tamper with or defraud any element of this Contest, is prohibited and is grounds for disqualification by the Sponsor in its sole and absolute discretion.

28. In the event of a dispute as to any entry, the authorized account holder of the email address included in the Entry Form for that entry will be deemed to be the entrant and he/she must be eligible according to these Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned or acknowledged.

29. The sole determinant of the time of receipt of an entry for the purposes of determining the eligibility of that entry shall be the Sponsor or Contest Administrator's computer or server.

30. By participating in the Contest, except to the extent prohibited by applicable legislation, each entrant:

(a) consents to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet;

(b) releases and agrees to defend and indemnify the Releasees, from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an entrant's participation in this Contest, or the acceptance, possession or use/misuse of any Prize or participation in prize-related activities (including but not limited to activity related thereto);

(c) agrees not to make any claim against any of the Releasees or against any third party that may result in a claim against any of the Releasees, in respect of any matter in any way relating to or arising in connection with the Contest; and

(d) acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.

31. The Releasees shall not be liable to Prize winners or any other person for failure to supply any Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond the reasonable control of the Releasees.

32. Sponsor reserves the right, subject to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable, to cancel, modify, suspend or terminate the Contest, to change any Contest draw dates and to modify these Rules at any time without notice, for any reason, including, without limitation, if, in the opinion of the Sponsor, in its sole and absolute discretion:

- (a) fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest;
- (b) a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest; or
- (c) there is any accident or printing, administrative or other error of any kind related to the Contest.

In the event of an early termination of the Contest, Sponsor reserves the right to determine the Prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

33. Subject only to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable, Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

34. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Website to participate in the Contest or use the Website;

35. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the Entry Form, the French version of these Rules and/or point of sale, television, print or online advertising, the terms and conditions of these English Rules shall prevail, govern and control.

36. Except where prohibited by law, by completing the act of entering the Contest, each entrant agrees that the Contest, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws, rule or principle that might refer such interpretation to the laws of another jurisdiction). Each entrant irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter related to this Contest.

37. If any provision of these Rules is determined to be invalid or unenforceable, the remaining provisions of these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

38. Except where prohibited by law, by participating in this Contest, each entrant agrees that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will entrant be entitled to receive lawyers' fees or other legal costs; and (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

39. For Quebec residents, 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 board only for the purpose of helping the parties reach a settlement.

40. A copy of these Rules is available on the Website. If you have any questions regarding the Contest, , please contact the Sponsor through its contact information on the Website.

## EXHIBIT A. Qualifying Products

### Metro Program Eligible SKUs

| English Description                    | French Description                     | Unit UPC     | Pack Size  |
|--|--|--------------|------------|
| <b>CARNATIONS</b>                      |  |              |            |
| CARNATION Hot Choc Rich 450g           | CARNATION Choc Chaud Riche Sac 8x450g  | 65000133660  | 8X450g     |
| CARNATION Hot Choc Rich HUP 1.7kg      | CARNATION Choc Chaud Riche 6x1.7kg     | 65000134124  | 6X1.7kg    |
| CARNATION Hot Choc Rich (10x25g)       | CARNATION Choc Chaud Riche 12(10x25g)  | 65000133547  | 12(10X25g) |
| CARNATION Hot Choc Mmallow (10x25g)    | CARNATION Choc Chaud Guim 12(10x25g)   | 65000133523  | 12(10X25g) |
| CARNATION Hot Choc Light (10x13g)      | CARNATION Choc Chaud Léger 12(10x13g)  | 65000368529  | 12(10x13g) |
| CARNATION Hot Choc Marshmallow 450g    | CARNATION Choc Chaud Guim Sac 8x450g   | 65000133981  | 8X450g     |
| CARNATION Hot Choc Var Pk (7x25g)      | CARNATION Choc Chaud Asst 12(7x25g)    | 65000133554  | 12(7x25g)  |
| CARNATION HC Simply 400g               | CARNATION Choc Chaud Simplement 6x400g | 55000382311  | 6X400g     |
| <b>Nesquik</b>                         |  |              |            |
| NESQUIK Iron Ench Choc Syrup 700ml     | NESQUIK Sirop Choc Ench Fer 12x700ml   | 055000031318 | 12X700ml   |
| NESQ 1/3 Less SU Vit Choc Pwdr 540g    | NESQUIK 1/3MoinsSuVitChocPou 12x540g   | 055000139045 | 12X540g    |
| NESQ Less Sugar Vit Choc Pwdr 1.36kg   | NESQUIK MnSuc Vit Choc Poud 6x1,36kg   | 055000406529 | 6X1.36kg   |
| NESQUIK LessSgrStrawSyrup 510ml N3     | NESQUIK SiropFraiseMnSuc 12x510ml N3   | 055000200240 | 12X510ml   |
| NESQUIK Less Sgr Choc Syrup 510ml      | NESQUIK Sirop Choc MnSuc 12x510ml      | 055000200226 | 12X510ml   |
| <b>Nescafe Gold</b>                    |  |              |            |
| NESCAFE GOLD Mocha 6(8x18g) N3         | NESCAFE GOLD Cappuccino Moka 6(8x18    | 055000697286 | 6(8x18g)   |
| NESCAFE GOLD Van Latte 6(8x18.5g) N3   | NESCAFÉ GOLD CAPPUCINO Van 6(8x18,5    | 055000697309 | 6(8x18.5g) |
| NESCAFE GOLD Cappuccino 6(8x14g) N3    | NESCAFE GOLD Cappuccino 6(8x14g) N3    | 055000890373 | 6(8x14g)   |
| NESCAFE GOLD Orig Clmb Sgnt Jar 6x95g  | NESCAFE GOLD Orig Clmb Sgnt Flc 6x95g  | 055000383998 | 6x95g      |
| NESCAFE GOLD Toffee Nut Lat 6(8x14.6g) | NESCAFE GOLD ToffeeNoixLat 6(8x14.5g)  | 055000384018 | 6(8x14.6g) |
| NESCAFE GOLD Dark Rst Sgnt Jar 6x100g  | NESCAFE GOLD Torfn Fne Pot Sgnt 6x10   | 055000377751 | 6x100g     |
| NESCAFE GOLD Sgnt Jar 6x100g           | NESCAFÉ GOLD Pot 6x100g                | 055000377744 | 6x100g     |
| NESCAFE GOLD Espresso Sgnt Jar 6x100g  | NESCAFE GOLD Espresso Sgnt Flc 6x100g  | 055000377768 | 6x100g     |
| NESCAFE GOLD ORGN Sumatra Jar 6x95g    | NESCAFE GOLD ORGN Sumatra Flc 6x95g    | 055000384001 | 6x95g      |
| NESCAFE GOLD GOLD Cappu Jar 10x250g    | NESCAFE GOLD GOLD Cappu Jar 10x250g    | 055000384025 | 10x250g    |
| NESCAFE Gold Decaf Esprs Jar 6x90g     | NESCAFÉ Gold Esp Déca Pot 6x90g        | 055000407137 | 6x90g      |