

"2022 OIKOS® SNACK TO WIN" CONTEST OFFICIAL RULES

The "2022 OIKOS® Snack to Win" Contest (the "Contest") is sponsored and organized by Danone Inc. (the "Contest Organizer"). The Contest Organizer is responsible for the Contest, its organization and the Contest Official Rules (collectively, the "Rules").

The Contest will run from March 1, 2022 at 10:00:00 AM Eastern Time ("ET") and will end on June 1, 2022 at 11:59:59 PM (ET) (the "Contest Period").

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.

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

1. ELIGIBILITY

This Contest is open to all legal residents of Canada who have reached the legal age of majority in their province or territory of residence upon entering the Contest.

Employees, agents, representatives, officers and directors of the Contest Organizer, the National Hockey League ("NHL"), its member teams, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (each of the foregoing NHL entities collectively, the "NHL Entities"), the Contest administrator LPi Group, and each of their respective subsidiaries, affiliated companies, parent corporations, advertising and promotion agencies, sponsors, 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) are not eligible to participate.

2. HOW TO PARTICIPATE

NO PURCHASE NECESSARY TO ENTER OR TO WIN. You will not increase your chances of winning by buying a product because no purchase is required to participate.

2.1 **Registration.** To be able to enter the Contest, you will first need to register, by following these steps:

- Visit Oikos.ca, Oikos.ca/snacktowin or snacktowin.ca:
 - Complete the on-screen registration form in its entirety:
 - Confirm your First Name and Last Name;
 - Confirm your Email address;
 - Confirm that you have reached the legal age of majority in your province or territory of residence;
 - Accept the terms and conditions of the Contest.

2.2 **Entering the Contest.** There are two (2) ways to obtain an entry into the Contest. **LIMIT OF ONE (1) ENTRY PER PERSON PER DAY REGARDLESS OF THE METHOD OF ENTRY.**

2.2.1 Entering with a purchase receipt: Once you have registered as described in Section 2.1 above, upload a photo of your receipt depicting the date and a purchase of a participating OIKOS® product. All Oikos products are eligible to participate in the Contest. One (1) entry will be awarded per valid receipt per day.

2.2.2 Entering without purchase. To receive one (1) entry without a purchase, during the contest period, submit an original hand-written essay by sending an email with a scan or legible photo of the essay to contests@lpi-group.com that includes: (a) The email subject line: "Why I want to win a trip a 2022 Stanley Cup® Final game"; (b) a three hundred (300) word or more, unique and original hand-written essay on "Why I want to win a trip a 2022 Stanley Cup® Final game" (an "Essay"); and (c) your first name, last name, telephone number, complete mailing address, and date of birth. Each contest entrant who submits an approved Essay submission will be automatically entered into the prize draw on June 3, 2022. No photocopies of a previously submitted Essay with hand-edits or computer-generated alterations will be accepted. Each Essay must be an original and submitted as above. Only one (1) entry will be awarded per valid essay per day. Any Essays judged to be copies, or are fraudulent in any way, will disqualify all entries into the contest by that person. Sponsor's decisions are final.

2.3 Incomplete and/or illegible entries will not be accepted. No photocopied, computer-generated documents or mechanically-reproduced documents, bulk or mass receipt entries are permitted through the Oikos.ca website.

2.4 Disqualification. Each Entrant shall respect the following requirements, failing which the Entrant may be disqualified and their registration may be cancelled:

- Only one (1) entry per person per day is allowed, except as otherwise provided in these Rules.
- Entrants must use a different receipt photo or essay photo for every entry.
- Same essay photo cannot be used more than once.
- Use of more than one (1) email address account will lead to automatic disqualification of all entries. Multiple accounts created by the same person will be cancelled and disqualified.
- Entrants will be required to consent to receiving electronic messages related to the Contest, and the collection, use, storage, and disclosure, of their personal information by Contest Organizer for the purposes of the Contest.

2.5 Presumptions. Any account created will be deemed to have been created by the authorized account holder of the email address used. Registering as provided for in Section 2.1. above constitutes acceptance of these Rules.

3. PRIZES

A total of four hundred and two (402) prizes (individually, a "Prize" and, collectively, the "Prizes") will be awarded as part of this Contest, namely one (1) "Grand Prize", one (1) "Secondary Prize", one hundred (100) "Third Prizes", one hundred (100) "Fourth Prizes", and two hundred (200) "Fifth Prizes" as such terms are hereinafter defined.

3.1 Grand Prize Description. There is one (1) Prize that is comprised of (the "Grand Prize"):

- Two (2) tickets for the winner and a guest of their choice to attend one (1) of the first four (4) games during the 2022 Stanley Cup® Final (date to be confirmed by the NHL and the Contest Organizer will select the seats at its sole discretion);
- Round-trip economy airfare for two (2) from any major airport in Canada closest to the winner and their residence to a North American city where the said game for the Stanley Cup® Final will be held. The airline, airport and category of tickets will be determined by Contest Organizer at its sole discretion at the time of travel based on availability (flights could include stops);
- Lodging for two (2) people with two (2) nights' hotel accommodation (standard room, double occupancy). The hotel will be determined by Contest Organizer at its sole discretion at the time of travel based on availability;
- Round-trip limo transportation between the hotel and the Stanley Cup® Final game location (all other ground transportation is the responsibility of the winner and their guest);
- Five hundred Canadian dollars (\$500.00 CAD) in spending money awarded in the form of a cheque payable to the order of the winner only.

The total approximate retail value of the Grand Prize is five thousand Canadian dollars (\$5,000.00 CAD) based on sample Victoria, BC departure and Tampa, FL arrival. The total value could vary according to the point of departure, the point of arrival and the cost of airfare tickets.

Other conditions may apply to the Grand Prize.

Should the trip destination be in the U.S.A. and a Grand Prize winner is under the age of twenty-one (21) years, their guest must be at least twenty-one (21) years of age and be responsible for having the hotel room booked in their name.

Grand Prize winner and their guest are solely responsible for all costs not expressly described herein including, without limitation, applicable taxes, fuel/currency surcharges, ground transportation, meals (excluding breakfasts), beverages, room service, in-room movies, minibar expenses, gratuities, merchandise, telephone calls, medical and travel insurance, together with any required travel documentation, luggage surcharge, optional guided tours, and all personal expenses of any kind or nature, together with any applicable overnight layover. Grand Prize winner and their guest are also solely responsible for transportation cost between their residence and the departure and return airport. It is the sole responsibility of the Grand Prize winner and their guest to obtain all necessary travel documentation including passports and visas if applicable and to comply with any customs, travel, and immigration requirements. It is recommended that the Grand Prize winner and their guest obtain sufficient personal insurance prior to departure. Travel must be taken for the 2022 Stanley Cup® Final game as determined by the Contest Organizer. Departure dates and accommodation are subject to availability and change without notice or compensation. Contest Organizer will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

Without limitation, the Contest Organizer shall not be responsible for weather conditions and/or delays, event cancellations or other factors that cannot be reasonably controlled by it and that may prevent the Grand Prize winner from benefiting from such Prize once selected. In any of these events, the Grand Prize winner shall not have the right to a replacement prize or to the equivalent in cash. The difference between the approximate retail value and the actual retail value, if applicable, will not be awarded.

Grand Prize winner's guest must be an authorized resident of Canada. A guest who has not reached the age of majority must be accompanied with their father, mother or legal guardian who is at least twenty-one (21) years of age. No travel changes will be permitted. The Grand Prize winner and their guest must travel together. Transportation and lodging are subject to availabilities, usual black-out periods in the area, restrictions and government legislation, restrictions and hotel legislation, airline and airport legislation and any other restrictions and legislation related to transportation. Other restrictions may apply. Grand Prize winner and their guest are responsible for obtaining all that is needed from a medical standpoint and as well as all they may need to take the trip, including a valid passport and the authorization to enter the United States of America, as applicable. If the Grand Prize winner does not hold the appropriate travel documents, if they are not allowed to enter the United States of America or if they decline part of the Grand Prize or do not take part in a portion of the Grand Prize for any reason whatsoever (including reasons independent of their will, such as delays or cancellation of a portion of the trip due to poor weather conditions), this part of the Grand Prize will be canceled, and the Contest Organizer will have no obligation or responsibility towards the Grand Prize winner in regards to the canceled portion of the Grand Prize. It is forbidden to resell the game tickets. The Grand Prize winner and their guest must abide by all location regulations and game ticket/event conditions. The Contest Organizer has the right to withdraw, in whole or in part, the Grand Prize from the winner or guest if, according to it or the staff on premises, they are intoxicated, they present a safety hazard, have infringed the location rules, or if they are harming the Contest Organizer's or the NHL Entities' reputation.

In the event that any element of the Grand Prize cannot be awarded as described for any reason, the Contest Organizer reserves the right to substitute another prize of equal or greater value, without any liability. Solely for the Grand Prize, the Grand Prize winner may elect to receive a cash substitution of \$5,000 (payable by cheque) in lieu of the Grand Prize. Any decision to receive a cash substitution of the Grand Prize is final and irreversible. Limit: only one Grand or Secondary Prize per household.

In no event will the Contest Organizer be liable for more than one (1) Grand Prize.

3.2 Secondary Prize Description. There is one (1) Prize that is comprised of (the "Secondary Prize"):

- One (1) 65" 4K television. Contest Organizer will determine the brand and model of the TV.
- One (1) full-season subscription to NHL Live™. Terms and conditions of subscription apply.

The approximate retail value of the Secondary Prize is \$3,000.00 CAD.

In the event that any element of the Secondary Prize cannot be awarded as described for any reason, the Contest Organizer reserves the right to substitute another prize of equal or greater value, without any liability.

In no event will the Contest Organizer be liable for more than one (1) Secondary Prize.

3.3 Third Prizes. There are one hundred (100) Prizes that are each comprised of (the "Third Prizes"):

- One (1) NHLShop.ca Gift Code;

- The value of each NHLShop.ca Gift Code is one hundred Canadian dollars (\$100.00 CAD);
- The NHLShop.ca Gift Code can be used towards the purchase of NHL® merchandise offered on the NHLShop.ca website. For terms and conditions pertaining to the NHLShop.ca Gift Code, please visit <https://www.nhlshop.ca/en/gift-cards/gc-1>.

The approximate retail value of all the Third Prizes is \$10,000.00 CAD.

In the event that any of the Third Prizes cannot be awarded as described for any reason, the Contest Organizer reserves the right to substitute another prize of equal or greater value, without any liability.

In no event will the Contest Organizer be liable for more than one hundred (100) Third Prizes.

3.4 Fourth Prizes. There are one hundred (100) Prizes that are each comprised of (the "Fourth Prizes"):

- One (1) prepaid Gift Card;
- The value of each prepaid Gift Card is Sixty Canadian dollars (\$60.00 CAD).

The approximate retail value of all the Fourth Prizes is \$6,000.00 CAD.

In the event that any of the Fourth Prizes cannot be awarded as described for any reason, the Contest Organizer reserves the right to substitute another prize of equal or greater value, without any liability.

In no event will the Contest Organizer be liable for more than one hundred (100) Fourth Prizes.

3.5 Fifth Prizes. There are two hundred (200) Prizes that are each comprised of (the "Fifth Prizes"):

- One (1) free Oikos product coupon;
- The approximate retail value of each Fifth Prize is Five Canadian dollars (\$5.00 CAD).

The approximate retail value of all the Fifth Prizes is \$1,000.00 CAD.

In the event that any of the Fifth Prizes cannot be awarded as described for any reason, the Contest Organizer reserves the right to substitute it with another prize of equal or greater value, without any liability

In no event will the Contest Organizer be liable for more than two hundred (200) Fifth Prizes.

3.6 General. In addition to any other condition set forth in these Official Rules, the following conditions apply to all Prizes offered:

- To be eligible for a Prize, the Entrant must have validly registered and entered in the Contest and their account, registration and entry must be valid.
- Should any part of the Prizes not be used, no compensation will be provided to the winner.

- All costs, expenses, charges, duties and taxes (federal, provincial, local or otherwise) and fees not expressly described herein as being part of any of the Prizes shall be entirely borne by, and be the sole responsibility, of the winner.
- All Prizes must be accepted as awarded and cannot be transferred, substituted or redeemed for cash or for any other prizes, except as provided herein.
- No transfer, assignment, or substitution is permitted, except by the Contest Organizer, who reserves the right, in its sole discretion, to substitute a Prize for another Prize of equal or greater value, should the Prize be unavailable for any reason due to circumstances beyond its control.
- Any Prize represented in promotional material is for illustration purposes only and may not be the exact item(s) offered as a Prize.
- The trademarks, logos and any other marks (including individual products and retailers' names) remain the property of their respective owners.

4. **WINNER SELECTION**

4.1 **Grand, Secondary, Third, Fourth and Fifth Prizes Draws.** Four hundred and two (402) Entrants will be randomly selected from all valid entries received by the Contest Period end date. A random draw will be held by the Contest Organizer through its agency LPi Group, located at #100, 5440 – 1 Street SW, Calgary, AB T2H 0C8 on or about June 3, 2022 at approximately 3:00:00 PM (MT). The first Entrant drawn will be the potential winner of the Grand Prize. The second Entrant drawn will be the potential winner of the Secondary Prize. The next hundred Entrants drawn will be the potential winners of the Third Prizes. The next hundred Entrants drawn will be the potential winners of the Fourth Prizes. The last two hundred Entrants drawn will be the potential winners of the Fifth Prizes.

4.2 **Chances of Winning one of the Prizes.** For each Entrant, the chances of winning a Prize depend on the total number of valid entries received by June 1, 2022 at 11:59:59 PM (ET) the Contest Period end.

4.3 **Official time.** The Contest Organizer's servers are the official timekeeping devices for this Contest. The time that a registration or an entry is received by the Contest Organizer will be considered to be the time at which it is received by the Contest Organizer's mail server or Web server (as applicable), as determined in accordance with the applicable server's clock.

5. **CONDITIONS FOR AWARDING OF PRIZES**

5.1 **Grand, Secondary, Third, Fourth and Fifth Winners.** Each Prize winner, will be contacted by email by the Contest Organizer within fifteen (15) working days following their selection as winner.

In order to be declared a winner, Entrant must:

- Complete and sign the Declaration Form, which will be sent to winners by the Contest Organizer.
- Return an original signed copy of the Declaration Form to the Contest administrator within five (5) working days of receiving it.
- Correctly answer the mathematical skill-testing question included in the form.
- Note: Guest of Grand Prize winner must also complete a Declaration Form and return it to the Contest administrator within five (5) working days of receiving it.

5.2 **Declaration Form.** The Declaration Form includes, without limitation, a confirmation that the winner will abide by the Rules, releases the Contest Organizer, the NHL Entities, their respective directors, officers, employees, subsidiaries, affiliated companies, related companies, representatives and agents from all liability, and allows the Contest Organizer and its representatives to use the winner's name, photograph, likeness, statements about the Prize, place of residence and/or voice, without any compensation, in any advertising context by the Contest Organizer and for any required disclosure without having to obtain the winner's prior consent.

If a randomly drawn Entrant fails to agree to the Declaration Form, that Entrant will be deemed to have forfeited the Prize and another random draw will be held according to the provisions set forth in these Official Rules. If necessary, the redraw process may be repeated a third time, as determined solely by the Contest Organizer.

Within twenty (20) days following the receipt of the duly completed Declaration Form, the Contest Organizer will send the Prize or details of how to redeem the Prize to the winner by mail or email as applicable, at the address indicated on the Declaration Form.

The Contest Organizer will not be liable after having delivered any Prize, and the winner must assume the risk of losing or damaging their Prize once shipped. The Contest Organizer does not declare or grant any guarantee of any nature whatsoever regarding the appearance, the safety nature or the Prize benefit.

5.3 **Mathematical skill-testing question.** The selected Entrant for all Prizes must correctly answer a mathematical skill-testing question within a limited time. This question is required by law.

5.4 **No assignment nor replacement.** The Prize must be accepted as it stands by the winner and may not, in any case, be, in whole or in part, sold, assigned or transferred to a third party. The Prize must not be replaced by another Prize or exchanged for cash except as the Contest Organizer may in its sole discretion.

5.5 **False declaration.** Any inaccurate or false declaration or fraud will lead to automatic disqualification of a winner and loss of rights to the Prize. If any winner fails to abide by any of the conditions set out above or any other condition provided in these Rules, they will automatically be disqualified and will lose their rights to the Prize.

6. GENERAL CONDITIONS

6.1 **Verifications.** Registrations, entries and other documents requested by the Contest Organizer and all information therein are subject to verification by the Contest Organizer. Any registration, entry, Declaration Form or any other document requested by the Contest Organizer that is illegible, incomplete, fraudulent, copied or received 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 the Entrant to any entry or to any of the Prizes, as the case may be. Entrants are responsible for the correct and full completion of their registration, entry and/or any other document requested by the Contest Organizer in order to be found in conformity with these Rules if they are selected for a Prize.

An Entrant is not considered a winner until the verification process is completed by the Contest Organizer, and it is determined that the Entrant has complied with all terms of these Rules.

6.2 Conduct of the Contest. Any attempt to deliberately damage the Contest website or any related website or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizer reserves the right to reject the Entrant's registration or entry and obtain legal or equitable relief under applicable laws.

6.3 Decisions of the Contest Organizer. Any decision of the Contest Organizer regarding any aspect of this Contest, including, without being limited to, the eligibility and/or disqualification of registrations shall be final and without appeal, subject to approval by the Régie des alcools, des courses et des jeux du Québec (the « Régie »).

6.4 Disqualification. Any person entering or attempting to enter the Contest by means that are contrary to the Rules or unfair to other Entrants will automatically be disqualified and may be referred to legal authorities.

6.5 Prize substitution. In the event where it would be impossible, difficult and/or more costly for the Contest Organizer to award a Prize (or part of a Prize) as described in these Rules, the Contest Organizer reserves the right to award a prize (or part of a prize) of the same kind and of equivalent value or, at its sole discretion, the cash value of a Prize (or part of a Prize) as indicated in these Rules.

6.6 Limitation of liability – use of Prize. The winner releases the Contest Organizer, the NHL Entities, their respective subsidiaries, affiliated companies, parent corporations, advertising and promotion agencies, employees, agents, representatives, officers and directors ("Released Parties") from any liability for damage of any kind whatsoever that a winner or their guest (as applicable) may suffer, directly or indirectly, by reason of acceptance, possession or use of the Prize, including, among other things, accidents, injuries, death, loss of enjoyment, inconveniences, disappointments, worries or frustrations of a physical or psychological nature or any other nature whatsoever.

For this purpose, winner hereby (i) acknowledges and confirms that Released Parties are not granting any warranties or assurances of any kind pertaining to the Prizes awarded in connection with the Contest; (ii) acknowledges and confirms the absence of any implied warranties in connection with the Contest or the Prizes, and (iii) agrees to complete and sign the Declaration Form before receiving their Prize when and as required. Any and all costs and expenses incurred by a winner to claim, use or redeem their Prize shall be entirely borne by the winner.

6.7 Liability limit - participation in the Contest. Each person who enters or attempts to enter this Contest releases the Released Parties from any liability for any damages, claim or prejudice that may occur due to their participation or attempted participation in the Contest.

The Released Parties accept no liability for the malfunction of any computer component, software or communication line in connection with the loss or absence of network communication or with any defective, incomplete, incomprehensible or deleted transmission from any computer or network that may limit any person's opportunity to enter the Contest or prevent them from entering the Contest.

The Released Parties accept no responsibility for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading or use of any Internet page or software or by the transmission of any information in connection with the Contest.

The Contest Organizer is released from its obligations in the event that an event is delayed or postponed for any reason outside its control, including, without being limited to, natural disasters, pandemics, public enemies, war, civil conflict, fire, flooding, labour disputes or strikes or any other act or order of a governmental authority.

6.8 Liability limit. Released Parties shall not be responsible for lost, late, stolen, damaged, garbled, inaccurate, incomplete, misaddressed, mutilated, undelivered, delayed, or misdirected registrations, entries, emails, 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 transmission lines, or data corruption, theft, tampering, destruction, unauthorized access to or alteration of any participation material, loss, human error, or otherwise.

Further, Released Parties are not responsible for electronic communications, which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an Entrant's email account to receive email messages.

Released Parties are not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error, which may occur in the transmission, receipt, or processing of entries.

Released Parties are not responsible for any other errors or problems of any kind, whether computer, network, printing, seeding, typographical, mechanical, technical, human or otherwise, relating to or in connection with this Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the announcement of the Prizes/Prize winners, the processing of entries, the tabulation of entries, or in any Contest-related material.

6.9 Liability limit - Prize providers. The winner recognizes that, from the time that he accepts the Prize, the performance of obligations related to the Prize becomes the sole and complete responsibility of the designated service providers with respect to portions not delivered by the Contest Organizer, if applicable.

6.10 Modification. The Contest Organizer reserves the right, at its sole discretion, subject to the approval of the Régie to cancel, terminate, modify or suspend all or any part of this Contest in the event of a virus infection, a computer malfunction, an incident or any human intervention that could corrupt or affect the administration, security, impartiality or running of the Contest as provided for in the Rules.

6.11 Number of Prizes awarded. In all cases, the Contest Organizer, its subsidiaries, affiliated companies, parent corporations, advertising and promotion agencies, employees, agents, representatives, officers and directors, and their suppliers of products, materials and services related to this Contest, and their employees, agents and representatives cannot be required to award more Prizes than the number indicated in the Rules or to award Prizes other than in accordance with the Rules.

If computer, printing, production, mechanical, seeding, typographical, or other errors result in more valid Prize claims for any Prize level than the number stated herein, the Contest Organizer reserves the right to award the stated number of Prizes for the Prize level at the issue in a random draw from among all eligible, non-suspect, and valid Prize claims received for the applicable Prize level.

6.12 Authorizations. By entering the Contest, winners agree to have their submitted name displayed on the Contest Organizer's website, blog, Facebook page and Instagram page, and used by the Contest Organizer for any purpose regarding the Contest and for promotional and advertising purposes in connection with the Contest Organizer and its products at any time, without any fee, remuneration or other form of compensation.

Each winner authorizes the Contest Organizer and its representatives to use, if required, their name, photo and/or video as documentation of their experience while claiming their Prize, likeness, statements regarding the Prize(s), place of residence and/or voice for advertising purposes in connection with the Contest, without any fee, remuneration or other form of compensation.

6.13 Ownership of entries. Registrations and entries are the exclusive property of the Contest Organizer and will at no time be returned to Entrants.

6.14 Intellectual Property. As between Entrants and the Contest Organizer, the Contest Organizer is the sole owner of the Contest material and promotional products, as well as intellectual property rights thereto, including, without limitation, software, logos and trademarks and nothing in these Rules shall be construed so as to confer any right whatsoever to Entrants in this regard. Nothing herein grants to Entrants the right to use the trademarks, copyrights or other intellectual property rights of the NHL Entities.

6.15 Communication with Entrants. Subject to the provisions of these Rules, there will be no communication or correspondence with Entrants, except with the winner of a Prize.

6.16 Entrant's identity. For the purposes of the Rules, the Entrant is the person whose name appears on the registration and/or entry and, subject to the terms hereof, the Prize will be awarded to this person should they be declared a winner.

6.17 Litigation. Any litigation respecting the conduct or organization of the Contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie for the purpose of helping the parties reach a settlement.

6.18 Competent legal tribunal. Subject to the provisions of the preceding paragraph regarding matters that fall under the jurisdiction of the Régie, as a prior condition of entry in this Contest, every Entrant agrees that disputes that cannot be settled between the parties, and all causes for action arising out of or connected with this Contest, must be settled case by case, without recourse to any form of class action, and exclusively before a competent court in Montréal, Quebec, which must apply the laws of the province of Quebec.

6.19 Unenforceability. If any paragraph of the Rules is declared or ruled to be illegal, unenforceable or void by a competent Court, then the paragraph in question shall be deemed void, but all other paragraphs not affected will be applied within the limitations of the law.

6.20 Language. In the event of a discrepancy between the French and English versions of the Rules, the French version shall take precedence.

6.21 **Acceptance.** By participating in the Contest, Entrants agree to be bound by the Contest Rules and by the decisions of the Contest Organizer, which will be final and won't be subject to appeal in any respect, including, without limitation, any decision concerning eligibility, disqualification of registrations, or Prize attribution.

6.22 **Personal information in connection with the Contest.** Entrants' personal information will be stored in the Contest database and the Contest Organizer will use it to contact Entrants for the purposes of the Contest.

No other use will be made of Entrants' personal information, with the exception of Entrants who explicitly indicated when registering that they wish to receive more information about the Contest Organizer, the NHL Entities, their respective products and/or activities.

6.23 **Contest Rules and name of winners.** A copy of the Rules and the names of the winners may be obtained upon written request to:
DANONE Inc., 100 rue de Lauzon Boucherville, Québec, J4B 1E6

6.24 **Liability Limit – Facebook and Instagram.** The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or Instagram. The information is provided to the Contest Organizer and not Facebook or Instagram. Questions, comments or complaints about the Contest must be sent to the Contest Organizer and not Facebook or Instagram. Your participation in this Contest must at all times comply with the Facebook or Instagram Terms of Service.

6.25 **Communication with Entrants – Contest Related.** By participating in the Contest, each Entrant hereby consents to receive any communication with respect to the Contest, whether promotional or otherwise, by Contest Organizer.

6.26 **Governing Law.** The Contest and these Rules shall be governed by the laws of the province of Québec and the laws of Canada and the Province or Territory concerned.

6.27 **NHL/NHLPA.** For greater certainty, the National Hockey League ("NHL") and its member teams, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V. and NHL Interactive CyberEnterprises, LLC (the NHL and its teams and entity members are collectively called "NHL Entities"), the National Hockey League Players Association (the "NHLPA") and its affiliates, members of their groups, shareholders, respective representatives and employees are not responsible for the claims in regards to the Contest participation.

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