

OFFICIAL RULES & REGULATIONS
THIS CONTEST IS OPEN TO RESIDENTS OF ONTARIO ONLY AND IS GOVERNED BY CANADIAN LAW

1. KEY DATES:

The a2 Milk™ \$3,000 Grocery Giveaway (the “Contest”) begins on September 1, 2022 and ends on November 15, 2022 (the “Contest Period” and/or “Entry Period”). During the Contest Period, there are a total of seventy-six (76) days (each, a “Day” and collectively, the “Days”).

2. ELIGIBILITY:

Contest is open to residents of the province of Ontario who have reached the legal age of majority in their province/territory of residence at the time of entry. This Contest is not open to employees, representatives or agents (and those with whom such persons are living, whether related or not) of (a) a2 Milk™ Canada (the “Sponsor”), its parent company, subsidiaries, associated and affiliated entities, (b) prize suppliers, (c) advertising/promotion agencies and (d) any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (individually, “Contest Party”, and collectively, the “Contest Parties”). For clarity, employees of the participating retailers listed under ‘4. How To Enter’ are eligible to win a prize in the Contest.

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you confirm that you have read the Rules and agree to be legally bound by the terms and conditions of these Rules.

4. HOW TO ENTER:

WITH PURCHASE:

1. Purchase any variety of a2 Milk™ (1%, 2% or 3.25%) at one of the following participating retailers located in the province of Ontario – purchases made at a retailer not listed below are not eligible for the Contest:

- Ambrosia
- Cabbagetown Organics
- Central Fresh Market
- Cousins Market
- Fiesta Farms
- Galati Market Fresh
- The Garden Basket
- Gaudaur Natural Foods
- Grocery Checkout
- Healthy Planet
- Highland Farms
- Marilu’s Market
- McEwan’s Fine Foods
- Natural Food Pantry
- Natural Life Health Market
- Nature’s Emporium
- Nutrition Plus Community Health Market
- Organic Garage
- Super Natural Market
- The Sweet Potato
- Today’s Natural Solutions
- Vince’s Market

2. Complete the Entry Form on a2milk.ca/grocerygiveaway. All fields must be complete.

3. Upload a photo of the receipt. The photo must clearly show the store name, address, the a2 Milk™ purchase(s) and date of purchase. Incomplete or indecipherable receipts will be deemed invalid.

4. Each carton purchased equals one entry into the giveaway. Once a receipt is submitted, it cannot be used again.

5. An Eligible person (as per Rule 2) can enter as many new receipts during the Contest Period.

WITHOUT PURCHASE:

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

There is one (1) way to earn a maximum of one (1) Entry during the Contest Period as follows:

To enter, email the Sponsor at a2milk@agrifoodsgroup.ca with the subject line ‘a2 Milk Grocery Giveaway’ and include your first & last name, street address including postal code, daytime phone number and confirmation that you have read and accepted the Rules & Regulations as posted on the Contest website a2milk.ca/grocerygiveaway. To be eligible, your entry must be submitted and received in accordance with these Rules within the Entry Period.

1. ENTRY LIMIT:

There is a limit of one (1) Prize during the entire Contest Period. Each carton purchased and/or each email received (as per Rule 4) equals one entry into the giveaway. Once a receipt is submitted as an Entry, it cannot be used again. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) enter the same receipt multiple times and/or (ii) use multiple names, identities, email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Sponsor, its parent company, subsidiaries, associated and affiliated entities, participating retailers, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest, and each of the foregoing entities' respective employees, officers, directors, agents, representatives, successors and assigns, together with all activity directors, volunteers and staff (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, illegible, inaccurate or incomplete Entries (all of which are void).

Any Entry may be rejected, denied and disqualified if, in the sole and absolute discretion of the Sponsor the Entry is not submitted and received in accordance with these Rules.

2. VERIFICATION:

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility or legitimacy of any Entry or other information entered (or purportedly entered) for the purposes of this Contest; or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

3. PRIZE:

For the entire Contest Period, there will be one (1) Grand Prize (the "**Prize**") available to be won. The Prize consists of \$3,000 CAD of groceries at one of the participating retailers in the form of the participating retailer's gift card or VISA pre-paid gift cards. The Prize is subject to the legal disclaimer printed on the gift cards, including but not limited to the expiry date.

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

The Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash. No substitutions except at Sponsor's option and in its sole and absolute discretion. The costs of everything not specifically stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner. Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of a Prize or any component thereof; and (b) substitute a Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value. **There is a limit of one (1) Grand Prize for the entire Contest Period.**

To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

4. ELIGIBLE WINNER SELECTION PROCESS:

On November 16, 2022 at 12:00pm PST (the "**Draw Time**"), one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the Entry Period immediately preceding the applicable Draw Time. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Entry Period. For the avoidance of any doubt, Entries are only valid on the Day on which they are submitted and received in accordance with these Rules and will not be valid in any subsequent Entry Period(s).

5. ELIGIBLE WINNER NOTIFICATION PROCESS:

At the Draw Time, the Sponsor or its designated representative will make a minimum of two (2) attempts to contact that eligible winner (through email) within two (2) business days of selection. If an eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries in accordance with Rule 8 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). The Sponsor is under no obligation to select an alternate eligible entrant for the scheduled draws.

6. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, the eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within two (2) business days of notification the Sponsor's declaration and release form, which (among other things):

- confirms compliance with the Rules;
- accepts the Prize (as awarded);
- agrees to the publication, reproduction and other uses of his/her name, address, voice, statements about the Contest and photograph 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 or medium whatsoever, including print, broadcast or the internet;
- releases the Released Parties from any liability whatsoever in connection with the Contest, his/her participation therein, his/her acceptance of the Prize, his/her participation in the Prize, and his/her use or misuse of the Prize or any portion thereof;
- agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from (1) the use of his/her Entry or any portion(s) thereof and (2) the use of the Prize or any component thereof and participation in the Prize;
- accepts that notwithstanding any other provision in the Declaration and Release, the sole obligation and collective liability of the Released Parties, and my sole remedy for any claim in any way connected with or arising out of the Declaration and Release, the Prize and his/her acceptance, use or misuse of such Prize or any portion thereof, shall be for actual and direct damages only, which shall not exceed, in the aggregate, the approximate retail value of the Prize, as set forth above;
- accepts that in no event shall the Released Parties be liable for loss of savings or earnings, mental distress, inconvenience, or indirect, special, consequential, incidental, punitive or exemplary losses, damages or expenses, arising hereunder or in connection with the Declaration and Release, the Prize and his/her acceptance, use or misuse of such Prize or any portion thereof, or the Contest and his/her participation therein, even if Sponsor has been advised of or is aware of the possibility of such losses, expenses or damages;
- agrees that, to the fullest extent permitted by applicable law, he/she may not seek reimbursement or pursue any legal or equitable remedy from the Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory;
- accepts that the limitations, exclusions and disclaimers set out shall apply irrespective of the nature of the cause of action or claim, including, but not limited to, breach of contract, tort (including negligence) or any other legal theory and shall survive any consummation of the Prize; and
- understands that Sponsor holds in trust for and on behalf of the Released Parties the benefit of the releases, limitations, exclusions and disclaimers set forth herein and such Released Parties are third party beneficiaries of such releases, limitations, exclusions and disclaimers.

If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return or returns incomplete or improperly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); and/or (e) has already been declared a Confirmed Prize Winner in any preceding scheduled draws during the Contest Period, then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries in accordance with Rule 8 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). The Sponsor is under no obligation to select an alternate eligible entrant.

7. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure during the Contest; (ii) any malfunction or other problems of any nature whatsoever; (iii) the failure of any Entry, Request and/or other information to be received, captured or recorded for any reason whatsoever; (iv) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (v) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever.

Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: http://meadowfresh.ca/mfr_pp_23941261_1.pdf). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information. The entrant may redact irrelevant purchases subject to the required information as listed in Section 4 'How to Enter' is provided.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Entry, and/or other information with these Rules, or as a result of any technical or other 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, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

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, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.