



## OFFICIAL RULES AND REGULATIONS

### ***“GET A CHANCE TO WIN A CELLAR WITH JOEL GOTT WINES” Contest***

#### **1. CONTEST PERIOD**

The ***“GET A CHANCE TO WIN A CELLAR WITH JOEL GOTT WINES”*** Contest (hereinafter the “Contest”) is organized by the Société des alcools du Québec (hereinafter the “Organizer”). The Contest starts on Wednesday, October 19, 2022, at 12:01 a.m. [ET] and ends on Tuesday, October 25, 2022, at 11:59 p.m. [ET] (hereinafter the “Contest Period”).

#### **2. ELIGIBILITY**

The Contest is open exclusively to members of the SAQ Inspire program (hereinafter the “Program”) who meet the following conditions:

- Be 18 or older at the time of entry;
- Be active SAQ Inspire members;
- Have purchased products from the brand and/or category offering the contest in the last twelve (12) months;
- Live in the province of Quebec;
- Have received the contest email (“Members of the target group”).

The Contest is not open to the employees, representatives, or agents of the Organizers, Régie des alcools, des courses et des jeux (RACJ), its advertising and promotional agencies, suppliers of prizes relating to the Contest, members of their immediate families (brothers, sisters, children, father, mother), legal or de facto spouse and any persons with whom they are domiciled.

#### **3. HOW TO ENTER**

Target Group Members who meet the eligibility criteria may enter the Contest free of charge as follows:

3.1 From 12:01 a.m. [ET] on October 19, 2022, until the end of the Contest (“Contest Period”), Target Group Members who receive the email promoting the Contest will be asked to click on the Contest visual to automatically obtain one (1) Entry (hereinafter the “Entry”) for the Grand Prize draw.

3.2 **Limits.** Entrants must comply with the following limits or risk being disqualified:

- a) One (1) Entry per person, regardless of the number of email addresses that person might have;
- b) One (1) Entry per person for the prize draw during the Contest Period.

3.3 No purchase required. Individuals who sign up for the Program and the Contest may, after having obtained one (1) Entry for the draw, unsubscribe from the Program without affecting their Contest Entry. However, they will not be able to reactivate their account with the Program, either during or after the Contest.

#### **4. GRAND PRIZE**

Three (3) winners of one (1) wine cellar and an assortment of Joel Gott wine. All prizes are courtesy of Joel Gott, hereinafter the “Supplier.” The total value of the prizes is C\$3,300. (C\$1,100 per winner).

The prize includes:

- One (1) wine cellar Vinum that can hold forty-eight (48) bottles;
- Four (4) bottles of Joel Gott wine:
  - Two (2) bottles of Cabernet Sauvignon;
  - One (1) bottle of Pinot Noir;
  - One (1) bottle of Sauvignon Blanc.

Not included in the prize:

- Other costs not included in the list of items.
- Anything not mentioned in the prize description.

Conditions applicable to the prize:

- The prize is not redeemable, in whole or in part, for cash, and the winner must accept it as awarded;
- The winner will be contacted by the Dandurand agency to schedule the delivery of their prize.
- The winner must show photo ID when the prize is delivered.
- The winner must be aged 18 or over at the time of the Contest and must sign the declaration and release form (the “Release” form) in accordance with Subsection 7.1 of the present rules and must attest that they meet the Contest eligibility criteria in order to attend the event.
- The Organizer is in no way responsible for the behaviour of the winner in the event of an accident, damages, injuries, legal issues, loss or theft.

## **5. DRAW**

5.1 A random prize draw will be held Monday, October 31, 2022, at 2:00 p.m. [ET] by two (2) SAQ employees via TEAMS. During this draw, three (3) winners will be selected for the Prize from among all registered eligible Entries.

5.2 The winner will be contacted personally by the Organizer or its partners.

5.3 The odds of being selected for the prize depend on the number of valid entries received during the Contest Period.

## **6. AWARDING OF PRIZES**

6.1 To be declared a winner, chosen entrants must:

- a) Be reached by telephone or email by the Organizer or its partners within twenty (20) business days of the draw. Should a chosen entrant be reached by email, he or she must answer in compliance with the provided instructions, when applicable. Should an email be returned with a “cannot be delivered” notice, the Contest Organizer may, at its sole discretion, cancel the Entry or try to reach the entrant by telephone;
- b) Correctly answer a mathematical skill—testing question on the Release form sent by the Organizer;
- c) Duly complete and sign the Release form and return it to the Organizer by fax or email (digital format) within two (2) business days of its receipt. Upon receipt of the duly completed and signed Release form, the Organizer or its partners will contact the winner directly to coordinate the awarding and collection of the prize;
- d) Produce photo identification on request and in a timely fashion.

## **7. GENERAL CONDITIONS**

7.1 All Entries and Release forms are subject to verification by the Organizer. The use of any automated Entry software or devices is strictly prohibited. Entries that are multiple, incomplete, illegible, fraudulent, damaged, sent late, contain an invalid email address or telephone number, have an incorrect answer to the mathematical skill—testing question or are otherwise non-compliant with the present Rules and Regulations will be rejected and will disqualify the entrant from a prize. In the event that such an Entry is selected, or if the Organizer or its agents are unable, using all reasonable measures, to reach a person whose name is chosen in a random draw within (2) business days following the first call or if a chosen entrant fails to return the Release form within the prescribed time

or refuses the prize, that person will be disqualified and the Organizer will proceed to select another Entry until a winner is identified or may, at its sole discretion, cancel the prize.

7.2 The Organizer and its Contest partners expressly reject all responsibility and/or obligation with regard to injury, damage or loss whatsoever to property or individuals resulting from the acceptance and/or use of the prize. By entering the Contest, entrants accept that: (1) to the extent permitted by law, the entrant knowingly and intentionally waives legal recourse for damages/interest, be they punitive, direct, indirect, exemplary, consequential or individual, any loss of profits, and any right to having said damages multiplied or increased; and (2) any litigation, claim or other action resulting from this Contest or any prize will be settled individually and without recourse to any form of class action suit.

7.3 Prizes must be accepted as awarded and cannot be transferred to another party, substituted for another prize or redeemed for cash, with the exception of the following: In the event that, for any valid reason beyond their control and unrelated to the winner, the Organizer or its partners are unable to award the prize as described in the present rules, they reserve the right to substitute it for another prize of equal nature and value or, at their sole discretion, the value or part of the cash value of the prize or in the form of a gift card.

7.4 Any entrant selected to receive a prize acknowledges that from the time the prize is awarded, the obligations relating to the prize become the responsibility of the suppliers of products and services pertaining to that prize. The Organizer takes no responsibility for problems or incidents that could occur after the prize has been awarded.

7.5 The Organizer in no way guarantees uninterrupted access to the Contest website during the Contest Period, or that it will be free of errors.

- 7.6 The Organizer assumes no responsibility for any malfunction of the Contest website, of any computer component, software, network, or any means of communication related to the loss or absence of network communications, or for any faulty, incomplete, incomprehensible or deleted transmission by any computer or network, and which could limit the possibility of or prevent an individual from entering the Contest.
- 7.7 The Organizer further rejects all liability for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any software or Entry form from the Contest site or by the transmission of any data relating to the Contest.
- 7.8 By entering the Contest or attempting to do so, all entrants release the Organizer, its advertising and promotional agencies, providers of material, services and prizes, as well as their respective affiliated companies, administrators, directors, owners, associates, employees, agents, representatives, heirs and legal representatives from all responsibility and damage of any kind that might occur by entering or attempting to enter the Contest and/or the acceptance and use of the prize. The winners acknowledge, upon receipt of the prize, that the fulfilment of prize-related obligations becomes the full and sole responsibility of the various product and service providers and the only warranty applicable to the prize is the usual manufacturer's warranty, when applicable.
- 7.9 By entering the Contest, winning entrants authorize the Organizer or its partners to use, if required, their name, photograph, image, place of residence, voice and/or statements regarding their prize for advertising purposes, without any expectation of compensation whatsoever.
- 7.10 By entering the Contest, all winners authorize, if required, the Organizer to release their personal information to its partners for the purposes of Contest operation, which includes the awarding of prizes, if need be.

7.11 The Contest is subject to all federal, provincial, and municipal laws.

7.12 The Contest is open only to residents of Québec.

7.13 The Organizer reserves the right to disqualify a person or cancel the Entry of anyone who enters or attempts to enter the Contest using a method that does not comply with these rules or is unfair to other entrants (e.g. more than the maximum permitted entries or under false identity). Such persons may be turned in to the appropriate legal authorities.

7.14 Any attempt to sabotage the legitimate conduct of the Contest constitutes a violation of civil and criminal laws. Should such attempts be made, the Organizer reserves the right to reject the entrant's entries and seek redress under the law.

7.15 In the event that the computer system is unable to register all Contest Entries during the Contest Period for any reason whatsoever, or if Contest Entry must be terminated in whole or in part before the date indicated in these rules, the draw(s) may be held, at the sole discretion of the Organizer, from all valid Entries received during the Contest Period or, if applicable, up to the date of the event that put an end to the Contest Entry process.

7.16 In no case will the Contest Organizer be obliged to award more prizes or award prizes other than as specified in these rules.

7.17 There will be no communication or correspondence with entrants during this Contest except as provided for herein or at the initiative of the Organizer. Personal information collected on entrants for this Contest will be used solely for managing the Contest. No advertising or any other type of message unrelated to the Contest will be sent to entrants unless they have otherwise given consent.

7.18 All Entries and Release forms are the property of the Organizer and will in no case be returned to entrants.

7.19 If a section of these rules is declared or deemed illegal, unenforceable or invalid by a court of competent jurisdiction, that section will be considered null and void, but all other sections that are not affected will be enforced to the extent permitted by law.

7.20 In the case of an inconsistency between the English and the French versions of these rules, the French version will prevail.

7.21 For the purposes of these rules, the entrant is the person whose name appears on the member's Program account, and that person will receive the prize if chosen from the draw and declared a winner.

7.22 Any decision made by the Contest Organizer or its representatives relating to this Contest is final and not subject to appeal, and subject to a decision by the Régie des alcools, des courses et des jeux du Québec for any question falling under its jurisdiction.

## **8. RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX**

8.1 The Organizer reserves the right, if necessary, at its sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux du Québec, to cancel, modify or suspend the Contest, in whole or in part, if there should be a computer bug or virus, unauthorized human involvement or any other cause beyond the Organizer's control which could corrupt or affect the running, security, fairness or normal Contest process.

8.2 Any litigation respecting the conduct or organization of a promotional 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 solely for the purpose of helping the parties reach a settlement.

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