

## **SAPUTO À LA CARTE CONTEST**

### **1. ELIGIBILITY**

- 1.1 To be eligible for this contest (the “Contest”), an individual must :
- a. be a legal resident of a province or territory of Canada; and
  - b. be at least of the age of majority in his province or territory of residence at the time of entry.
- 1.2 Employees of Saputo Dairy Products Canada G.P. (the “Sponsor”) and its affiliates, subsidiaries, advertising and promotional agencies (Cossette Communication Inc.) or parties engaged in the development, production and distribution of materials related to the Contest and the household members or immediate family of any of the above, are not eligible for this Contest. In these Contest rules “immediate family” means husband, wife, spouse, mother, father, brother, sister, son and daughter, whether or not they reside in the same household.
- 1.3 The Sponsor has the right to require at any time proof of identity and/or eligibility from the participant to allow him to enter the Contest (the “Participant”). Failure to provide such proof within a reasonable period of time could result in disqualification.
- 1.4 All information supplied to the Sponsor for the purpose of this Contest must be truthful, accurate and complete. The Sponsor reserves the right to disqualify any Participant should his Entry Form (hereinafter defined) include false, inaccurate or incomplete information.

### **2. DEADLINES FOR ENTRY**

The Contest begins on Monday, May 20, 2013 at 9:00 am (E.D.T) (the “Contest Starting Date”) and closes on Tuesday, August 20, 2013 at 11:59 pm (E.D.T) (the “Contest Closing Date”). The period between the Contest Starting Date and the Contest Closing Date is the Contest period (the “Contest Period”).

### **3. HOW TO ENTER THE CONTEST**

- 3.1 There is no purchase necessary to enter the Contest. To enter the Contest, the Participant must visit the Contest website at [www.saputoalacarte.ca](http://www.saputoalacarte.ca) (the “Contest Website”). On the Contest Website’s homepage, the Participant will have access to the Entry Form (hereinafter defined).

- 3.2 The Participant must fill out the Entry Form with the following information : full name, daytime telephone number, postal code, date of birth and email address (the "Entry Form"). In order to submit his Entry Form, the Participant must also answer correctly to the CAPTCHA question, confirm he has read these Contest rules and declare that he agrees to their terms by ticking the box to this effect.
- 3.3 The Participant can only submit one (1) Entry Form during the Contest Period. Only one (1) email address can be used by the Participant to enter the Contest.
- 3.4 The Participant may increase his chances of winning by submitting up to three (3) different friends valid email addresses. The Participant obtains one (1) additional chance of winning per valid email address submitted. The Participant can't submit the same email address more than one (1) time during the Contest Period. It is the Participant's responsibility to make sure that all friends whose email addresses he has provided to the Sponsor agree to receive an email promoting this Contest.
- 3.5 Use of any automated system to submit the Entry Forms is prohibited and will result in disqualification. The Entry Form shall be submitted by the Participant in his own name and a proxy cannot be given to this effect, failing which the Participant will be disqualified. Entries are not eligible and will be rejected if any information is missing.
- 3.6 In the event of a dispute regarding any Entry Form, the Entry Form will be declared made by the authorized account holder of the email address submitted at the time of entry (i.e the person who is assigned to an email address by an Internet access provider, on-line service provider or other organization that is responsible for assigning email addresses for the domains associated with the submitted email address).

#### **4. PRIZE WINNER SELECTION**

- 4.1 One (1) finalist for the Grand Prize (hereinafter defined) and fifteen (15) finalists for the Secondary Prizes (hereinafter defined) (each a "Finalist") will be selected by a random draw among all the Participants who have entered the Contest via the Contest Website by the Contest Closing Date. The draw will take place on Tuesday, August 27, 2013 (the "Draw Date") at the place of business of Cossette Communication Inc. at 2100 Drummond Street, Montreal at 11:00 a.m. (E.D.T). The odds of being selected are dependent upon the total number of eligible Entry Forms received by the Contest Closing Date and the total number of valid email addresses of friends submitted by Participants.
- 4.2 Each Finalist will be notified by telephone or email within five (5) business days of the Draw Date according to the information provided on the Entry Form. In the event the Finalist doesn't return the telephone call or email from the Sponsor's

representative within five (5) business days of the initial contact or if the Sponsor's representative receive a non-delivery message following its email to the Finalist, such Finalist will be disqualified and an alternate Finalist will be selected among all remaining eligible Entry Forms in accordance with paragraph 4.1. In the event the alternate Finalist doesn't return the telephone call or reply to the email from the Sponsor' representative within five (5) business days of the initial contact, such alternate Finalist will be disqualified and the Sponsor will have the right, in their sole discretion, to withdraw the Prize (hereinafter defined).

- 4.3 To be declared the Winner of the Grand Prize or the Winner of a Secondary Prize (together the « Winners » or each a « Winner »), the Finalist will be required to execute a declaration and release form (the « Declaration and Release Form ») acknowledging and confirming compliance with these Contest rules as well as the non-responsibility of the Sponsor and any other organization involved in the awarding of the Prize or the Contest and their respective employees, for any injury, accident, loss or misfortune related to the Contest, the Prize or awarding of the Prize.
- 4.4 The Finalist will also have to correctly answer, without assistance of any kind, the mathematical skill-testing question on the Declaration and Release Form.
- 4.5 In the event the Finalist does not correctly answer the mathematical skill-testing question, the Sponsor will select a second Finalist according to the procedure described in paragraph 4.1. In the event the second Finalist does not correctly answer the mathematical skill-testing question, the Sponsor will have the right in its sole and entire discretion or to cancel the awarding of the Prize.
- 4.6 The executed Declaration and Release Form must be received by the Sponsor within seven (7) business days after its receipt by the Finalist. Otherwise the Prize will be considered forfeited.

## **5. PRIZE DETAILS**

- 5.1 One (1) Grand Prize and fifteen (15) Secondary Prizes (each a "Prize") will be awarded in this Contest.
- 5.2 The grand prize (the "Grand Prize") consists of a cheque in the amount of five thousand dollars in Canadian currency (CND \$ 5,000).
- 5.3 The value of the Grand Prize is five thousand dollars in Canadian currency (CDN \$5,000).
- 5.4 Each secondary prize (each a "Secondary Prize") consists in one gift basket including:

- fresh Saputo cheese valued at approximately sixty dollars in Canadian currency (CND \$ 60);
- a gift certificate in the amount of fifty dollars in Canadian currency (CND \$ 50) for Saputo cheese;
- a Saputo apron valued at approximately ten dollars in Canadian currency (CND \$ 10); and
- an issue of the recipes magazine “Ingredients etc.” valued at approximately five dollars in Canadian currency (CND \$ 5).

5.5 The value of each Secondary Prize is one hundred and twenty-five dollars in Canadian currency (CND \$125) for a total of one thousand eight hundred seventy-five dollars in Canadian currency (CND \$ 1,875).

5.6 The Grand Prize and the Secondary Prizes will be delivered to the Winners by a courier company or by mail within thirty (30) days of the receipt, by the Sponsor, of the Winners’ executed Declaration and Release Form.

## **6. GENERAL CONDITIONS**

6.1 The Prizes must be accepted as awarded and may not be substituted or converted to cash. No substitution is possible, except in the Sponsor sole and entire discretion. Any portion of a Prize not accepted by the Winner will be forfeited. The Sponsor will not be responsible if any event results in the cancellation of a Prize or if other factors beyond its reasonable control prevent the Prize or any part thereof from being fulfilled. The Sponsor makes no express or implied warranties of any kind with respect to safety, appearance or performance of any aspect of the Prize or Prize related activity. By accepting the Prize, the Winner acknowledges that the warranties applicable to any aspect of the Prize, if any, are the warranties provided by the supplier of the Prize to the Sponsor that are transferable and/or the manufacturer’s warranty. In no circumstance whatsoever, the Winner shall have any recourse against the Sponsor with respect to any warranty of the Prize.

6.2 No correspondence pertaining to the Contest will be entered into except with the Finalist and the Winner.

6.3 Any attempt to deliberately damage the Contest Website or any related website, or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. In such cases, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

6.4 Entry Forms are subject to verification and will be declared invalid if they are received outside the Contest Period or are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

## **7. INDEMNIFICATION BY PARTICIPANT**

7.1 By entering the Contest, a Participant :

- releases the Sponsor and its directors, officers, employees, parent corporations, subsidiaries, affiliates, suppliers, sponsors and agents from any and all liability for any injury, loss or damage of any kind to the Participant or any other person, including personal injury or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in this Contest, any breach of these Contest rules, or in any Prize-related activity ;
- agrees to fully indemnify the Sponsor and its directors, officers, employees, parent corporations, subsidiaries, affiliates, suppliers, sponsors and agents from any and all claims by third parties relating to the Contest, without limitation.

## **8. CONDUCT**

8.1 By entering this Contest, a Participant agrees to be bound by these Contest rules, which are posted on the Contest Website throughout the Contest Period.

8.2 A Participant may also obtain a copy of the Contest rules by sending a letter to this effect along with stamped self-addressed envelope to one of the following addresses :

Cossette Communication Inc.  
To the attention of Mrs. Catherine Lapointe  
2100 Drummond Street  
Montreal QC H3G 1X1  
[catherine.lapointe@cossette.com](mailto:catherine.lapointe@cossette.com)

**OR**

Saputo Dairy Products Canada G.P.  
To the attention of Mrs. Bianca Olympo  
2365, Chemin de la Côte-de-Liesse  
St-Laurent QC H4N 2M7  
[bianca.olympo@saputo.com](mailto:bianca.olympo@saputo.com)

The letter must precise that it is a request for a copy of the Contest rules.

8.3 The Sponsor reserves the right, in its sole discretion, to disqualify any Participant it finds to be :

- violating these Contest rules;
- tampering or attempting to temper with the entry process or the operation of the Contest Website, or any website related to the Contest or to the Sponsor;
- acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

## **9. LIMITATION OF LIABILITY**

9.1 The Sponsor assumes no responsibility or liability for lost, delayed, destroyed or misdirected Entry Forms, notifications, responses, Declaration and Release Forms or for any computer, online, telephone, hardware, software or technical malfunctions that may occur.

9.2 The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest.

9.3 The Sponsor reserves the right, with the consent of the *Régie des alcools, des courses et des jeux* (the « Régie »), to cancel, suspend or modify the Contest, should a virus, bug, computer problem, unauthorized human intervention or other cause beyond the Sponsor control, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest.

## **10. RELEASE/PRIVACY/USE OF PARTICIPANT INFORMATION**

10.1 By entering this Contest a Participant agrees that the Sponsor is entitled to use his personal information for the purposes of administering the Contest and awarding a Prize. The Participant's personal information will not be provided to any third parties, other than as provided for in these Contest rules.

10.2 By accepting a Prize, the Winners grant permission to the Sponsor to use their name, address (city, province), photograph, likeness, voice, image and Prize information for promotional purposes without further compensation unless prohibited by law.

**11. INTELLECTUAL PROPERTY**

All intellectual property and all of the promotional materials, web pages and source code are owned by the Sponsor and/or its affiliates. All rights are reserved. Copying or unauthorized use of any copyrighted material or trade-mark without the express written consent of its owner is strictly prohibited. SAPUTO is a registered trademark owned by the Sponsor.

**12. LAWS**

These are the official Contest rules. This Contest is subject to federal, provincial and municipal laws and regulations. These Contest rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.

**13. RESIDENTS OF QUEBEC**

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

**14. WINNERS' LIST**

Within thirty (30) days of the Contest Closing Date, the Sponsor will post the names of the Winners on the Contest Website for a period of at least thirty (30) days.