



On Route to Charlevoix

Official Rules (the “Rules”)

- 1. DRAW PERIOD AND SPONSOR.** The “On route to Charlevoix, thanks to your donation” draw (the “**Draw**”) is organized and sponsored by Fondation les petits trésors (the “**Sponsor**”). The Draw opens at 12:00:01 a.m. (midnight) (Eastern Time) on May 25, 2021 and closes at 11:59:59 p.m. (Eastern Time) on June 21, 2021 (the “**Draw Period**”). The clock used by the Sponsor to compute the Entries (as such term is defined below) will be the official clock to determine the date and time of receipt of an Entry. The following persons cannot participate in the Draw: officers, directors, shareholders, employees, agents and/or representatives of the Sponsor or its affiliates or related companies, advertising agencies, licensees, franchisees, partners, retailers, distributors and/or any other party related to the Draw. Also, any member of the immediate family of the persons mentioned in this section and any person living with them under the same roof (whether or not a member of their immediate family) cannot participate in the Draw. The term “immediate family” means fathers, mothers, brothers, sisters, children, husbands, wives or spouses of the persons mentioned in this section, regardless of where they live.
- 2. ELIGIBILITY:** To enter the Draw and be eligible to win, a person must, at the time of entry (i) be a legal resident of the province of Quebec, and (ii) have reached the age of eighteen (18).
- 3. HOW TO ENTER:** During the Draw period, upon making a donation to the Fondation les petits trésors at a participating Couche-Tard location, you will obtain a coupon confirming your donation and bearing a unique participation code (the “**Coupon**”). On your Coupon, you will be invited to visit the Fondation les petits trésors’s dedicated website (the “**Draw Website**”). Complete the entry form (the “**Entry Form**”) on the Draw Website by filling out the information in the required fields, including, your name, telephone number, date of birth, email address, address and unique participation code. You will also have to accept these Rules. All mandatory fields must be completed. After completing the Entry Form, click the “Enter” button to receive one (1) entry (each an “**Entry**” and collectively, the “**Entries**”) into the Draw. Entries must be received no later than 11:59:59 p.m. (Eastern Time) on June 21, 2021 (the “**Draw Closing Date**”). **Limit of one (1) entry per person during the Draw Period.**

The entrant must submit each Entry personally. Photocopied, mechanically reproduced, forged or altered Entries are void. The Sponsor is not responsible for lost, late, undelivered, invalid, unintelligible, incomplete, misdirected, illegible, or damaged Entries, which will be disqualified. Entries become the exclusive property of the Sponsor and will not be returned or acknowledged. Any attempt by any entrant to obtain more than the stated number of Entries will void that entrant’s Entries and that entrant may be disqualified at the Sponsor’s sole discretion. Use of any automated system (including but not limited to, Entries submitted using any robot, script, macro, or other automated service) to participate is prohibited and will result in the disqualification of the entrant. In the event of a dispute as to the identity of any person who submitted an Entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned to a social media account by a provider, service provider or other organization responsible for assigning the account for the email address. Potential winners may be required to show proof of being the authorized



account holder.

- 4. PRIZE:** There is one (1) prize available to be won in this Draw consisting in a 2-night stay in a family room at Hôtel & Spa Le Germain Charlevoix, which includes the following for the winner and up to three (3) guests: lodging, continental breakfast, a hotel gift card of a value of \$400 to be used at the hotel's restaurants, spa, souvenir shop or for paid activities that are offered (collectively, the "**Prize**"). Total retail value of the Prize is \$1,500.

The stay is subject to hotel availability and the gift card may be used at the winner's convenience during their stay. Travel will not be available on the following dates:

- December 24, 2021 to January 3, 2022
- March 28 to April 4, 2022

The Prize must be used by December 24, 2022.

Winner and its guest(s) are responsible for all expenses not specifically included in the Prize, including transport to and from the winner's and/or guest(s)'s house(s) and the hotel, meals, alcohol, in-room entertainment, car rentals, insurance, medical/health expenses, gratuities, communication charges and any other personal expenses and incidentals. Winner and its guest(s) must comply with all hotel check-in requirements, including the presentation of a major credit card. Sponsor is not responsible if winner or guest is denied access to the hotel. In such an event, winner and/or guest(s) will be solely responsible for any expenses incurred.

The Prize must be accepted as awarded. It may not be sold or assigned to a third party or exchanged in whole or in part for money. In the event that the winner is unable to claim the Prize as awarded, no compensation or substitution will be granted by the Sponsor, its affiliates and suppliers or any other party associated with the Prize.

Regardless of the situation, the Sponsor, its subsidiaries, suppliers of products, materials or services related to this Draw, and their respective employees, agents and representatives will not be required to award more prizes than that is provided for in these Rules or to award a prize other than in accordance with these Rules.

- 5. DRAW:** On Tuesday, June 22th, 2021 (the "**Draw Date**"), in Montreal, QC, at or around 10:00 a.m. (Eastern Time), one (1) Entry will be selected at random from all eligible Entries received during the Draw Period as eligible to win the Prize. Odds of winning the Prize depend on the total number of eligible Entries received by the Contest Closing Date.
- 6. NOTIFICATION AND PRIZE CLAIM CONDITIONS.** The potential winner of the Prize will be contacted by telephone and/or email within five (5) business days of the Draw Date. In the event that, for any reason, Sponsor cannot contact the selected entrant within five (5) business days following the first notification, the selected entrant will be disqualified and Sponsor may, at its sole discretion, proceed to a new drawing amongst all eligible Entries received to identify another potential winner who will be subject to disqualification in the same manner. Sponsor will arrange for the delivery of the



Prize by mail.

To be declared a winner, the selected entrant must: (i) respond to selection notification within the time period described herein; (ii) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question administered at a mutually agreeable time by telephone; (iii) complete, sign and return a release form (“**Release**”) to the Sponsor; (iv) if requested by the Sponsor, provide any information or document; and (v) otherwise comply with these Rules. The guest(s) accompanying the Prize winner must also sign a Release.

In the Release form, amongst other things, the potential winner will be required to: (i) confirm eligibility for the Draw and compliance with the Rules; (ii) agree to accept the Prize as offered; and (iii) release the Sponsor, its parent company, subsidiaries, affiliates, and their employees, directors, officers, suppliers, agents and any other party related to the Draw, including Couche-Tard and Germain Hotels, from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Draw-related activity, or the acceptance, use, or misuse of the Prize (including without limitation, costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom).

If the selected entrant fails to: (i) correctly answer the skill-testing question, (ii) provide the Releases signed by the selected entrant and his/her guest(s) within the prescribed time, or (iii) fully respect these Rules, the Prize may be cancelled and may be attributed to another entrant who will be subject to disqualification in the same manner.

- 7. LIMITATION OF LIABILITY AND RELEASE.** By participating into the Contest, all Draw entrants agree to release and hold harmless Sponsor, its affiliates or related companies, advertising agencies, licensees, franchisees, partners, retailers, distributors and any other interveners related to the Draw, including Couche-Tard and Germain Hotels, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all claims, cause of action, or liability, including, without limitation, any injury, death or damage to or loss of property, resulting from the Draw, including but not limited to, the entry process or participation in the Draw or acceptance, use or misuse of any Prize.

Without limiting the generality of the foregoing, the Releasees shall not be liable for any: (1) incorrect or inaccurate information, whether caused by entrants; or an error related to the programming of the Draw; (2) technical failures of any kind, such as in particular, hardware or software errors; faulty computer; any malfunctions, inaccessibility of the Draw Website in whole or in part for any reason; service interruptions or disconnections of wireless or Internet networks, telephone lines; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; (3) unauthorized human intervention at any stage of the Draw entry process or participation; (4) technical or human errors which may occur in the administration of the Draw or in the processing of Entries; or (5) any harm or prejudice suffered by persons, or any material damages resulting from participation in the Draw or acceptance, use, implementation or misuse of any Prize. If for any reason, it is confirmed that an entrant’s Entry was deleted, lost, or otherwise destroyed or corrupted by error, the only remedy, which the entrant is entitled to, is requesting to obtain another Entry to the Draw, if possible.

- 8. PRIVACY.** Sponsor and its authorized agents will collect, use, and disclose the personal information



you provide at the time of Entry to the Draw for the purposes of administering the Draw and Prize fulfillment. Winners consent to the Sponsor's use of their name, photograph, city, voice, image and/or statements, related to their Prize for publicity purposes in any manner or media including the internet, at any time, in perpetuity, without compensation. The opportunity to receive other communications about Sponsor's and/or other interveners related to the Draw products, contests and other promotional offers may be provided by Sponsor.

- 9. RIGHT TO MODIFY/SUSPEND/TERMINATE.** If, for any reason, at Sponsor's sole discretion, the Draw is not capable of running as planned, Sponsor reserves the right to cancel, terminate, modify or suspend this Draw in whole or in part, without notice or obligation. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is impaired in any way for any reason or is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any Entry and: (a) terminate the Draw, or any portion thereof; (b) modify or suspend the Draw, or any portion thereof, to address the impairment and then resume the Draw, or relevant portion, in a manner that best conforms to the spirit of these Rules; and/or (c) award the Prize from among the eligible Entries in accordance with a fair and adequate selection.
- 10. GENERAL CONDITIONS.** By entering the Draw, each eligible entrant acknowledges and agrees that the Sponsor is fully responsible for the conduct and administration of the Draw, including the selection of the winner and the distribution of the prize. Sponsor reserves the right, in its sole discretion, to disqualify from this Draw any person which Sponsor deems or becomes aware has tampered with the entry process or the operation of the Draw or the Draw website/platform/application, who does not comply with these Rules or acts in a manner that goes against the spirit of the Draw or adversely or with the intent to disturb, insult, threaten, intimidate or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE DRAW WEBSITE/PLATFORM/APPLICATION (OR A SITE LINKED THERETO) OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE DRAW IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. All decisions rendered by the Sponsor are final and without appeal. The Contest is subject to all applicable federal, provincial and municipal laws. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision contained herein. If any provision of these Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The paragraph headings are used for reference purposes only and shall not affect the interpretation of the Rules.