

CONTEST RULES

SOBEYS PLATE-OFF'S CONTEST 2020 (the "Contest")

1. Eligibility

The Contest is open to legal residents of all provinces of Canada except Quebec (the "Participating Provinces") who have reached the age of majority in their province of residence on the date that they entered the Contest. Void where prohibited by law. Employees, directors, officers, representatives, agents of Sobeys Capital Incorporated (the "Administrator" and the "Sponsor"), 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 (the foregoing NHL entities collectively, the "NHL Entities") and each of their respective parent companies, affiliates, franchisees, subsidiaries, distributors, representatives, advertising and promotional agencies, agents, sponsors, and any entity that they contract with specific to the Contest, as well as the immediate family members (spouse, parent, child, sibling), and any persons domiciled with any of the above (whether related or not), are not eligible to win a Prize.

2. Contest Period

The Contest runs from 12:00am Eastern Time ("ET") on August 11th, 2020 and ends 11:59pm ET on September 17th, 2020 (the "Contest Period").

- Contest Period: All entries received from August 11th, 2020 to September 17th, 2020 will be eligible for the Grand Prize.
- Contest Round: The Contest Period includes three (3) Contest Rounds for the Secondary Round Prizes as set out in the chart below (each a "Contest Round"). Each Contest Round begins at 12:00am ET on the period start date and ends at 11:59pm ET on the period end date.

PRIZING CHART

Contest Round	Dates in Market	Secondary Round Prizes Available	Prize Description	# of Plate-off Match-ups in each Round	Draw Date
Round 1	Aug 11 - Aug 24	140	Commemorative reusable Bag \$50 Sobeys gift card	8	Aug 26

Round 2	Aug 25 - Sept. 7	70	Commemorative reusable Bag \$75 Sobeys gift card	4	Sept 9
Round 3	Sept. 8 - Sept. 17	20	Commemorative reusable Bag \$100 Sobeys gift card	2	Sept 19
Grand Prize Round	Aug. 11 - Sept. 17	1	Custom family viewing lounge: -65" LG TV -Bose Sounds Bar with surround sound speaker -Pulaski recliner -\$250 Sobeys gift card -NHLShop.ca Gift Card (\$1,000 value)	N/A	

3. How to Enter

Option 1:

No purchase is necessary. Valid Twitter account required to participate. Vote for one or more of our Plate-off tweets on Twitter. Each Contest Round will offer a specific number of Plate-off match-ups, which will be tweeted by Sobeys on Twitter. (See chart in Section 2 for the specific number of Plate-offs available in each Contest Round).

Follow the steps below to complete your entry:

- a.) Step 1: On each Plate-off tweet, Entrants will vote on a dish by selecting 1 of the 2 dish options presented.
- b.) Step 2: Once you have selected your dish, a tweet response will be automatically generated. You must post this tweet. This will count as one (1) entry and will be posted to the entrant's Twitter feed. Modifying the tweet in any way will disqualify the entry. Each vote is equal to one (1) Contest entry. Limit one (1) vote, per Plate-off match-up.

The following limitations also apply:

- Secondary Round Prizes: All eligible entries for all Plate-off match-up's received during each Contest Round will be entered for the Secondary Round Prize for that respective Contest Round. Eligible entries for Secondary Round Prizes are valid only in the Contest Round in which the entry is made. Entries for Secondary Round Prizes will be cleared at the end of each Contest Round.
- Grand Prize: All eligible entries received during the entire duration of the Contest Period will be cumulatively entered for the Grand Prize.

You may need to have cookies enabled on your browser and will be required to log on to your social media accounts to access some of the Contest entry mechanisms.

Option 2:

No purchase necessary. To enter the Contest visit the Contest website during the Contest Period. The Contest website can be found at the following link: Sobeys.com/NHL. Fill out your online entry form including but not limited to your name and valid email address. Read and accept the Contest Rules and comply with the entry requirements of these Contest Rules. Limit one (1) online entry per person, per email address, per Contest Round of the Contest Period.

The following limitations also apply:

- Secondary Round Prizes: Eligible entries for Secondary Round Prizes are valid only in the Contest Round in which the entry is made. Entries for Secondary Round Prizes will be cleared at the end of each Contest Round.
- Grand Prize: All eligible entries received during the entire duration of the Contest Period will be cumulatively entered for the Grand Prize.

4. Entries

Entries generated by script, macro, robotic, programming or any other automated means are prohibited and will be disqualified. Entries attributed to multiple accounts operated by the same user on a single social media platform may be a violation of the applicable platform's terms of service and will be not be valid for entry. The Sponsor and the Administrators shall not be responsible for entries which are late, lost, damaged, misdirected, mutilated, garbled, illegible, delayed or incomplete.

The Sponsor and the Administrators reserve the right in their sole discretion to disqualify entries where they are deemed to be obscene, defamatory, unlawful or otherwise in poor taste, such entries will be deemed ineligible. The Sponsor and the Administrator reserve the right, in their sole discretion, to edit any entries or to remove any copyrighted content. Entries must not include any illegal, defamatory or in any way obscene content. By entering this Contest you: (i) represent that your entry is your original work and does not infringe on any third party's copyright, trade-mark or other intellectual property rights, (ii) that you have all necessary rights from any third party that appears, or is mentioned, in the entry, including those from the parent or legal guardian if third party is under the age of majority; (iii) grant the Sponsor and the Administrator, an unlimited, royalty free, irrevocable, right and license to reproduce, post and/or broadcast the entry in any form of media now known or hereinafter developed; (iv) waive all moral rights in the entry in favour of the Sponsor and the Administrator, (v) agree to release, indemnify, discharge and hold harmless the Sponsor, the Administrator, the NHL Entities, each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, agents and representatives from any claim or liability arising from or related to the entry, participation in this Contest, and/or acceptance and or use of any prize awarded, and (vi) consent to the publication and/or use, in any medium of your entry, name, city of residence, photograph and/or image for publicity purposes carried out by the Sponsor and the Administrator or their advertising and promotional agencies without payment or compensation of any kind. The Sponsor and the Administrator assume no responsibility for any claims against infringement of the right of privacy with respect to any Submission submitted.

5. Grand Prize(s) Description

There is one (1) grand prize to be won. The grand prize consists of a custom family viewing lounge including a 65" LG Television, a Bose Sounds Bar with surround sound speaker, and a Pulaski Recliner; NHLShop.ca Gift Card valued at \$1,000; and a \$250 Sobeys gift card (the "Grand Prize"). The approximate retail value of the Grand Prize is \$10,000 (CAD).

The following conditions apply to the Grand Prize:

- The Grand Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Grand Prizes must be accepted as awarded. The Sponsor reserves the right to substitute any Grand Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of the Grand Prize, such as any fee associated with the receipt and/or use of the Grand Prize.
- Any difference between approximate retail value and the actual value of the Grand Prizes as taken will not be awarded.
- All terms and conditions of any gift card apply to that portion of the Grand Prize. Gift Card increments will be allocated at the Sponsor's discretion.

6. Secondary Round Prize Description

For the entire Contest Period there are two hundred thirty (230) secondary round prizes to be won (each a "Secondary Round Prize", and together with the "Grand Prize", collectively, the "Prize(s)")

1. Round 1: There are one hundred forty (140) Round 1 Prizes, Each Prize consists of a Commemorative reusable Bag and a \$50 Sobeys gift card (each a "Round 1 Prize"). The approximate retail value of each Secondary Round 1 Prize is \$55 (CAD).
2. Round 2: There are seventy (70) Round 2 Prizes. Each Round 2 Prize consists of a Commemorative reusable Bag and a \$75 Sobeys gift card (each a "Round 2 Prize"). The approximate retail value of each Secondary Round 2 Prize is \$80 (CAD).
3. Round 3: There are twenty (20) Round 3 Prizes. Each Round 3 Prize consists of a Commemorative reusable Bag and a \$100 Sobeys gift card (each a "Round 3 Prize"). The approximate retail value of each Secondary Round 3 Prize is \$105 (CAD).

The following conditions apply to the Secondary Round Prizes:

- The Secondary Round Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Secondary Round Prize must be accepted as awarded. The Sponsor reserves the right to substitute any Secondary Round Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of the Secondary Round Prize, such as any fee associated with the receipt and/or use of the Secondary Round Prize.

- Any difference between approximate retail value and the actual value of the Secondary Round Prizes as taken will not be awarded.
- All terms and conditions of the Sobeys gift card apply to that portion of the Prize. Gift Card increments will be allocated at the Sponsor's discretion.

7. Odds

The odds of winning a Secondary Round Prize depends on the number of eligible entries received for the respective Contest Round and the odds of winning the Grand Prize depend on the total number of eligible entries received during the entire Contest Period.

8. Draw Details

Random draws will be conducted by Sobeys representative located in Ontario, Canada, from all eligible entries received during each Contest Round or the Contest Period as applicable (each a "Draw"). The Grand Prize Draw will occur on **Monday September 21st**, 2020. See chart in Section 2 of these Contests Rules for Secondary Round Prize Draw dates for each Contest Round. You do not need to be in attendance to be selected. You are eligible to win multiple Secondary Round Prizes and winning a Secondary Round Prize does not preclude you from winning the Grand Prize.

9. Winner Contact Details

If you are chosen to be eligible to win a Prize, you will be contacted within fourteen (14) business days of the Draw by telephone number, email address or Twitter direct message using the contact information that was submitted in the entry. If you have not provided a telephone number, email address or Twitter account you are not eligible to win the prize. In order to be declared a winner, you will be directed to complete a Release which will be sent through email. You must then correctly answer without assistance a mathematical skill-testing question and sign a Release. The Release must be signed and returned within ten (10) days. Upon verification of the completion and correctness of the answer to the skill-testing question, and execution of the Release, you may be declared a winner. In case of a dispute concerning the identity of the individual who submitted an online entry with email, the entrant will be deemed to be the account holder of the email address under which the entry was submitted. In case of a dispute concerning the identity of the individual who submitted an entry via Twitter, the entrant will be deemed to be the account holder of the Twitter account under which the entry was submitted.

10. Forfeit of Prize

If you cannot be reached within seven (7) days of our first attempt to contact you, do not answer the skill-testing question correctly, or otherwise fail to comply with these Contest Rules, then the Prize will be forfeited and another entry will be randomly selected from among the remaining eligible entries as per these Contest Rules. This process of selecting a Prize winner will be repeated until all Prizes eligible to be won have been awarded.

11. Use of Personal Information

By entering the Contest and voluntarily providing your personal information as described in these Contest Rules, you agree to the collection, use and disclosure by the Administrator, and its respective

employees and/or authorized agents, of your personal information, for the purpose of administering the Contest, including—but not limited to—contacting you with respect to the Contest if you are a selected entrant. Personally-identifiable information will only be used to administer the Contest and for no other purpose, except as specifically outlined in these Contest Rules. Personally-identifiable information will not be sold, shared or disclosed by the Administrator to any third party, other than to a third party engaged by the Administrator for the purpose of administering the Contest, or if required by law with the exception that aggregated information may be used by or shared amongst the Administrator and its subsidiaries and affiliates, or shared by the Administrator with third parties in accordance with our Privacy Commitment available at <https://www.sobeys.com/en/privacy-policy>.

12. Publicity Consent

By entering the Contest, you agree that if you are determined to be a winner, the Administrator and the Sponsor may use your name, comments, voice, likeness, municipality of residence and picture in any advertising, promotion or publicity carried out now or in the future, in any media without compensation or notice, and you grant to the Administrator and the Sponsor any and all rights to such use. You agree to cooperate with the Administrator and the Sponsor in arranging for photographs or other forms of publicity and to be available for photographs or other forms of publicity on reasonable notice.

13. Limitation of Liability / Release

By entering the Contest, and as a condition of acceptance of the Prize, you, your heirs, executors, administrators, legal person representatives, successors and assigns, agree, among other things, to hereby irrevocably and unconditionally release and forever discharge and hold harmless the NHL Entities, Sobeys Capital Incorporated, and each of their respective direct and indirect parent companies, affiliates, subsidiaries, successors, assigns, agents, advisors, franchisees, shareholders, partners, representatives, their advertising, promotion and fulfillment agencies and each of their respective employees, officers, directors, agents and representatives (collectively, the “Released Parties”), from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, injuries, property damage or death, demands, liabilities, suits, obligations, duties, acts, omissions, misfeasance, malfeasance, losses, expenses, costs, rights of indemnity, and all other claims and rights whatsoever, including without limitation all costs and liabilities of any kind including legal fees on a substantial indemnity scale, hereinafter called “Claims” and including without limitation any claims arising from any act of gross negligence of the Released Parties, that you now have, or may hereafter have against the Released Parties directly or indirectly resulting or arising from: (i) participation in the Contest, or the awarding, acceptance, possession, use, or misuse or enjoyment of any Prize, and where applicable, traveling to, preparing for, or participating in, any Contest-related or Prize-related event or activity; or (ii) the publicity rights granted to the Sponsor and the Administrator. You specifically acknowledge that you understand that there may be serious risks of bodily injury, death, or property damage associated with the acceptance, possession, use and/or misuse of the Prize and attendance at any event or participation in certain Prize-related activities, and you voluntarily assume these risks. You also agree to indemnify, defend, and hold harmless the Released Parties from any and all Claims in respect of the foregoing.

14. Compliance with Rules

By entering the Contest, you agree to abide by the entire Contest Rules and the terms and conditions under which the Prizes are awarded. Any decision made by the Sponsor and/or the Administrator in respect of this Contest shall be final.

15. Technical Issues

The Sponsor and Administrator are not responsible for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an entry), nor for any incorrect or inaccurate information, whether caused by website 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 processing of entries in the Contest, nor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries; and, are not responsible for any problems, failures or technical malfunction of any telephone or network lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or social media platform or on account of any combination of the foregoing; and are not responsible for any injury or damage to entrants or to any computer-related injury or damage resulting from participating in downloading materials in this Contest.

In the event that, due to a printing, manufacturing, mechanical or other error of any kind or nature whatsoever, more Prizes are claimed than are intended to be awarded according to these Contest Rules, Prizes will stop being awarded when the Administrator becomes aware of an error respecting the number of Prizes and the Administrator reserves the right, in their sole and absolute discretion, to conduct a random draw from amongst all eligible and approved Prize claimants whose claims have not yet been redeemed to award the remaining number of advertised Prizes. In no event will the Sponsor or Administrator be liable for more than the stated number of Prizes contained in these Contest Rules.

16. Rights to Terminate/Modify/Suspend Contest

The Administrator retains the right, in their absolute discretion, to suspend, modify or terminate any aspect of the Contest (including, but not limited to these Contest Rules) at any time. The Administrator may make substitutions of equivalent kind or value in the event of the unavailability of a Prize (or component thereof) for any reason whatsoever. The Administrator may terminate or withdraw this Contest at any time by posting a notice on our website and/or on our Twitter page. If the Contest is terminated on any day prior to the normal Contest end date (the "Termination Date"), the Administrator and Sponsor may determine the winners from all eligible entries received as of 11:59pm on the Termination Date (which winners shall be randomly selected in accordance with these Contest Rules).

17. General Disqualification

Any attempt made by an entrant or other individual or entity, to deliberately damage, manipulate or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of the law. The Administrator and Sponsor reserve the right to seek remedies and damages from any such individual or entity which makes any such attempt. Any entrant who, in the opinion of the Administrator, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest. All entrants must submit to The Twitter Rules

<https://support.twitter.com/articles/18311-the-twitter-rules#>) and all such rules shall apply to this Contest, including the restriction against creating multiple user accounts.

18. Role of Parties

NHL Entities are not responsible for the sponsorship or administration of this Contest. Entrants acknowledge and agree that the NHL Entities role in the Contest is strictly that of supplying a prize and that the Sponsor and Administrator alone is fully responsible for the conduct and administration of each and every aspect of the Contest, including the selection of winners and the distribution of the Prize.

Sobeys Capital Incorporated is the Sponsor and Administrator of this Contest and may engage the services of its advertising and promotional agency, Experiential Marketing Limited Partnership dba XMC ("XMC"), who will act as Sobeys agent in relation to this Contest, including winner selection and Prize distribution.

The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter®. You understand that you are providing your information to the Sponsor and Administrator and not to Twitter®. Twitter® is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding this Contest must be directed to the Administrator and not to Twitter®.

19. Trade-marks

NHL, the NHL Shield, the word mark and image of the Stanley Cup and the Stanley Cup Playoffs logo are registered trademarks of the National Hockey League. NHL and NHL team marks are the property of the NHL and its teams. © NHL 2020. All Rights Reserved.

All other Trade-marks are the property of their respective owners.
By entering the Contest, you are not granted and may not use any Trademarks described herein.

20. Jurisdiction

The Contest is governed by the laws of Ontario and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. Participation constitutes your full and unconditional agreement to these Contest Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Contest. By entering the Contest, you agree that the courts of Ontario, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of this Contest's Rules or the running of this Contest.