

2025 CELEBRATE MOI “OFFICIAL CONTEST RULES”

1. THE PROGRAM CONTEST

Metro Ontario Inc. (“**METRO**”) is pleased to introduce its Moi Rewards loyalty program (the “Program”) by celebrating civic champions in Ontario via the Celebrate Moi Program Contest (“**Contest**”), where Eligible Participants may submit for a chance to win five Grand Prizes consisting of Moi Reward Points (as defined below).

Beginning at 12:00:01 am local (Eastern) Time Ontario (“**ET**”) on January 9, 2025 (“**Contest Start Date**”) and ending at 11:59 pm on January 26, 2025 (“**Contest End Date**”) (Contest Start Date and Contest End Date together referred to as the “**Submission Period**”), persons may nominate an eligible Participant (see paragraphs 2 and 3 below) by submitting an Online Submission form (as defined in 4(a) below) via the website, www.moirewards.ca/celebrate (the “**Website**”) for a chance of that persons’ nominated Participant to be selected as a GRAND PRIZE WINNER (“**Grand Prize Winner**” or “**Winner**”) of one of five Grand Prizes (as defined herein).

2. ELIGIBILITY REQUIREMENTS FOR PARTICIPANTS

NO PURCHASE NECESSARY. This Contest is only open to individuals who, at the Contest Start Date are a resident of the Province of Ontario, have reached the age of 18 years, and who meet the Criteria of Entry in paragraph 3 below (herein defined as “**Eligible Participant(s)**” or “**Participants**”), except those persons who are:

- (a) employees, directors, agents or representatives of METRO’s divisions, subsidiaries, affiliates, franchisees, stores, licensees, or promotional agencies, or of any person, firm or corporation which provides any materials or any services for the Program or Contest; and
- (b) any person who is an immediate family member (defined as a step, adoptive or biological mother, father, daughter, son, sister, brother or spouse) of any person described in Rule 2 a) of these Official Contest Rules (the “**Contest Rules**” or “**Rules**”); and any person who resides or is domiciled with any person identified in Rule 2 (a) or 2 (b) of these Contest Rules.
- (c) METRO reserves the right to request, at any time, valid proof of age and residency status. By entering this Contest, Eligible Participants hereby irrevocably agree to comply with these Contest Rules and agree to abide by all decisions and/or results of all judging conducted in the Contest, which shall be final and binding on all eligible Participants in all matters relating to the Contest. There shall be no right of appeal. To be awarded a Prize, an Eligible Participant must comply with all provisions of these Contest Rules.

3. CRITERIA OF ENTRY FOR ELIGIBLE PARTICIPANTS

The following requirements are conditions of entry and participation for every Eligible Participant in the Contest. Eligible Participants must be over the age of 18 at the Contest Start Date who

demonstrate themselves to be civic role models through their commitment via their work, community projects and/or volunteerism in their communities, and who demonstrate by their actions some or all of the following values and criteria:

- (a) **Impact:** The Participant has made a significant positive impact on the community, whether through volunteer work, leadership, or other contributions.
- (b) **Dedication:** They consistently dedicate their time and effort to community service, showing a long-term commitment.
- (c) **Inspiration:** They inspire others to get involved and make a difference, serving as a role model.
- (d) **Compassion:** They demonstrate empathy and kindness, helping those in need and fostering a sense of community.
- (e) **Innovation:** They come up with creative solutions to address community issues and improve the quality of life for residents.
- (f) **Inclusivity:** They promote inclusivity and work to ensure that all community members feel valued and included.
- (g) **Resilience:** They show resilience in the face of challenges and continue to support the community despite obstacles.

4. ONLINE SUBMISSIONS

(a) During the Submission Period, persons may nominate (the “**Nominator**”) Eligible Participants for the Contest online by submitting the following online submission form located at www.moirewards.ca/celebrate (the “**Online Submission**”). **Nominators are ineligible as Participants and a Nominator further cannot nominate themselves. Eligible Participants who have been nominated cannot nominate their Nominator.**

(b) The Online Submission form contains five (5) elements that must be completed in full including:

1. The Nominator’s full name and email address;
2. The nominated Participants full details, including their full name, email address, phone number, Ontario city/town of residence and occupation;
3. A full description of the nominated Participants community projects and activities (including any articles / links if available);
4. A description of the nominated Participants impact on their community; and
5. The names and contact information of two references who are local community leaders and can speak to the Participant’s character and activities in regard to those criteria set out in Article 3, “Criteria of Entry for Eligible Participants” above.

(c) A complete Nominator’s Online Submission form is MANDATORY for an eligible nominated Participant to enter the Contest. METRO and its agents or affiliates assume no liability whatsoever with respect to any failure to receive or review any Online Submission(s).

(d) Nominators may only use one email address for Online Submissions submitted for an Eligible Participant or additional Eligible Participants nominated by the Nominator. Multiple Eligible Participants are not permitted to share the same email address. Any attempt by any Nominator to provide more than one Online Submission by using different email addresses, identities, registrations, or through any other method, will void a Participant's entries. Online Submissions received shall be deemed to be submitted by the authorized account holder of the email address associated with the submission. For the purpose of these Contest Rules, "**authorized account holder**" of an email address is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. METRO may require the Eligible Participant or Nominator nominating the Eligible Participant, as applicable, to provide proof that he/she/they are the authorized account holder of an email address.

5. SELECTION PROCESS

(a) Online Submissions will be reviewed by METRO's 2025 Celebrate Moi judges ("**METRO Selection Committee**") based on the criteria set out in Section 3 above. The members of METRO's Selection Committee shall be determined by METRO in its absolute discretion.

(b) The METRO Selection Committee will then select the Top 5 submissions as Grand Prize Winners in the METRO's Selection Committee's sole discretion.

(c) On a date within six (6) weeks following the Contest End Date, the Grand Prize Winners will be announced online, and Winners will be notified by email.

(d) The decision of the METRO Selection Committee shall be final and binding with no right of appeal. In the event of any dispute regarding the interpretation of these Contest Rules and/or the decision or interpretation of the Contest Rules by the METRO Selection Committee, the decision and/or interpretation of the METRO Selection Committee shall prevail.

6. GRAND PRIZE

There are a total of five (5) Grand Prizes ("**Grand Prize(s)**" or "**Prize**"), each consisting of One Million (1,000,000) Moi Rewards Points, having an approximate retail value (ARV) of Eight Thousand Dollars (\$8,000) each. The chances of being selected as a Grand Prize Winner are dependent on the number of Online Submissions submitted and the quality of the submissions taking into account the criteria set forth in Section 3 above.

7. PRIZE CONDITIONS

(a) Each Grand Prize must be accepted as awarded. The Grand Prize may not be sold, transferred or assigned, and is not convertible to cash. METRO reserves the right to substitute

any portion of any of the Grand Prizes, in whole or in part, in the event that all or any component of the Grand Prize is unavailable.

(b) Following confirmation as a Grand Prize Winner in accordance with these Contest Rules, the potential Grand Prize Winner will be given instructions and a deadline as to how they must claim their Prize. Potential Grand Prize Winners who fail either to claim their Prize or to inform METRO of his/her/they inability to claim the Prize before the deadline, as instructed, may forfeit the Prize and another Eligible Participant may be selected in METRO's sole and absolute discretion. All Winners shall be required to establish a Moi Rewards account in their name to claim and utilize their Prize.

(c) By accepting the Prize, each Grand Prize Winner agrees to abide by the Contest Rules and understands and agrees that, as a condition of participating in the Contest and receiving the Grand Prize, he/she/they will be required to fully execute METRO's form of Contest "Declaration and Release Form", and correctly answer a **mathematical skill testing question** therein, failing which the Grand Prize shall be forfeited and a new Grand Prize Winner shall be selected by the METRO Selection Committee.

(d) The Grand Prize Winners shall as a condition of being a Grand Prize Winner, on reasonable notice and without further consideration, participate in publicity and promotion of the METRO Program Contest, at the times and places to be designated by METRO, including, without limitation, participating in an award ceremony, public appearances, photo sessions, videotaped interviews, webcasts, podcasts, and other social media formats.

(e) Each Grand Prize Winner agrees, as part of the winning and use of the Grand Prize, to participate in any METRO Moi Rewards Contest tie-ins as may be required by METRO in its sole discretion for a period of twelve months after being declared a Winner.

(f) If a Winner is not willing and/or able to participate in all aspects of the prizing described above, the Prize will be forfeited without compensation and a new Winner may be selected by METRO, in its sole and absolute discretion. If a Winner fails to participate in (c), (d) and this paragraph (e) after having been awarded Moi points, METRO may, in its sole and absolute discretion, terminate the Moi account of a Winner and the Winner shall forfeit the remaining Moi Rewards points in their account.

(g) In addition to the Prize Declaration and Release Form, the Winner agrees to enter into, sign and abide by the terms of additional agreements with METRO for exhibition and promotion of the Contest, including but not limited to, waivers, releases, contracts, licenses or authorizations that METRO deems reasonably necessary to enforce the terms of these Contest Rules.

(h) Each Grand Prize Winner covenants and agrees not to make any negative or disparaging remarks about METRO, the Contest, Moi Rewards, or their involvement in the Contest. In the

event a Grand Prize Winner makes such negative or disparaging remarks, METRO reserves the right to terminate the Moi account of a Winner and in such event, the Winner shall forfeit the Prize and the remaining Moi Rewards points in their account.

8. RELEASE

In furtherance of the foregoing, each Nominator and Participant (each a “**Releasor**”) hereby agrees to release and indemnify and hold harmless METRO and its parent, related and subsidiary and affiliated companies, agents, franchisees, stores, advertising or promotional agencies, representatives, and each of their respective directors, officers, employees, successors, agents, and all others associated with the development and execution of the Program or the Contest (collectively the “**Releasees**”), from and against any and all manners of action, causes of action, suits, debts, covenants, contracts, costs, expenses, claims and demands, including legal fees and related expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for injury, accident, damage, claim, loss, misfortune, death, or property damage which any Releasor, or his/her/they heirs, successors or assigns, has, might have or could have, with respect to or in any way related or connected to any aspects of the Program or the Contest or by reason of or arising out of the Releasor’s participation in the Program or the Contest and/or in connection with the acceptance and/or use by the Releasor of a Grand Prize awarded and any travel by a Releasor to claim a Grand Prize and from and against any and all liability with respect to or in any way related to the Grand Prize, printing errors or omissions, claims based upon publicity rights, defamation or invasion of privacy prior to being awarded a Prize, or arising from the Contest and the awarding, use, possession, delivery or misuse of the Prize awarded. The Releasor further agrees to indemnify and save the Releasees harmless from and against any such causes of action, suits, debts, covenants, contracts, costs, expenses, claims and demands, including legal fees and related expenses.

9. CONSENT FOR USE OF PERSONAL INFORMATION

(a) When a Nominator enters a Participant into the Contest and voluntarily provides the Nominator’s and the Participant’s personal information, including, but not limited to, email address, first name, last name, age, city, province, postal code, home phone number, cell phone number, those biographical activities set out in their Online Submission form and occupation (collectively, the “**Personal Information**”), the Nominator consents to METRO’s collection and use of their Personal Information and the Participant’s Personal Information in conducting and administering the Program or the Contest. **Notwithstanding the foregoing, a Nominator shall obtain the consent of the Participant prior to the submission of their Online Submission and shall be required to represent to METRO that it has obtained the Participant’s consent in its Online Submission.**

(b) Subject to the Nominator’s or a Participant’s Personal Information having been previously broadcast or published on the Website, and subject to 10(h) below, consent to METRO’s use of Personal Information may be revoked with reasonable notice by

emailing: marketingon@metro.ca with the subject line “2025 Celebrate Moi Contest Unsubscribe”.

(c) Each Nominator by submitting an Online Submission form, and each Grand Prize Winner by claiming a Prize, agree and grant METRO the right, but not the obligation, to use any Personal Information as set out in (a) above, as well as their, photo, voice, and likeness, along with any statements made by or attributed to them, in any and all media, now known or hereafter devised, in perpetuity and throughout the universe for advertising and promotional purposes in connection with the Contest and other promotions without further notice, review, approval or compensation, and releases the Releasees from any liability with respect thereto.

10. MISCELLANEOUS

(a) Online Submissions received by METRO will not be returned, and no correspondence will be entered into once an Online Submission is made, except with eligible Participants whose Online Submissions are selected, or eligible Participants who request a copy of these Contest Rules by emailing: marketingon@metro.ca with the subject line “2025 Celebrate Moi Contest Rules”.

(b) METRO shall not be responsible for (i) incorrect or inaccurate entry information that may affect a person’s ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, omission, or any combination thereof, and entries that fail to fully comply with the Contest Rules; (ii) technical failures of any kind, including, but not limited to failure of the Program or Contest website, malfunctions, interruptions, or disconnections in phone lines or network hardware or software failure, or the incomplete capture of any Online Submission; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Releases; (iv) injury or damage to entrants’ computers or to any other individual’s computer related to or resulting from participating in, or downloading any material regarding the Program or Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Participant’s participation in the Program or Contest or receipt or use or misuse of any Prize, including any related travel and the use of entries by METRO; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential Winner. The Eligible Participant hereby agrees to irrevocably release the Releasees (as defined herein) from and against any claim or cause of action arising out of any technical errors related to computers, servers, providers, printers or telephone or network lines and errors in the administration of the Program or Contest or the method of processing entries.

(c) METRO reserves the right, in its sole discretion and without notice, to cancel, suspend or modify the Contest, in whole or in part (including but not limited to the awarding of any prizes), for any reason whatsoever, including but not limited to, acts of God, flood, fire, epidemics, pandemics, war, terrorist threats or acts, riot or other civil unrest, action by any governmental authority, strikes, labour stoppages or slowdowns, technological issues, or any other cause of

any nature beyond the reasonable control of METRO, which corrupts or could corrupt or interfere with the security or proper administration of the Contest and other similar events beyond the reasonable control of METRO (each, a “**Force Majeure Event**”). METRO shall not be liable nor be deemed to have defaulted or breached its obligations in respect of the Contest, for any failure or delay in fulfilling or performing any of its obligations in respect of the Contest, when and to the extent such failure or delay is caused by or results from a Force Majeure Event. METRO is not responsible for any incorrect or inaccurate transmission of information which may affect any person’s ability to participate in the Contest, including but not limited to human error, technical malfunctions, lost/delayed/corrupted data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, any inability to access the Website, or any damage to a user’s system occasioned by participating in the Contest.

(d) Any attempt by any person to damage the Program or Contest Website or to undermine the legitimate operation of the Contest will render any Online Submissions submitted by a person participating in such activity void and any related Participant shall be disqualified as a result thereof. Such actions may further be a violation of criminal and civil laws. Should such an attempt be made by any person, METRO reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. All Online Submissions are subject to verification and will be disqualified if the email address is invalid, they are illegible, incomplete, plagiarized, forged, falsified, altered or tampered with in any way in METRO’s sole and absolute discretion.

(e) Any income or other taxes on or connected with the Grand Prize, and the reporting consequences thereof, if any, are solely the responsibility of the winner of such Prize.

(f) Any expenses which are applicable to any Grand Prize, and which are not expressly included in the description of that Prize in these Contest Rules, are the sole responsibility of the winner of that Grand Prize.

(g) Each Grand Prize Winner shall be required to deliver a completed Declaration and Release Form. Without delivery of such, the Winner must forfeit the prize.

(h) Notwithstanding paragraph 9(b) above and in addition to 9(c) above, in full and complete consideration of each Grand Prize Winner winning a Grand Prize, each Grand Prize Winner shall be required, prior to the awarding of a Grand Prize, to sign a form that irrevocably grants to METRO and its affiliates, and their respective legal representatives, agents and assigns, a non-exclusive, royalty-free, worldwide, sub-licensable, unconditional, perpetual and transferable right and license to reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse the Grand Prize Winner’s name, age, photo and likeness, voice, address, biographical material, prize information and Online Submission, including, but not limited to, photographic images, video images, portraits, interviews or other materials relating to the Grand Prize Winner and arising out of their participation in the Contest (with or without using their name), in any manner or medium throughout the world for any purpose (including advertising, publicity and promotional purposes), without limitation, and

without additional review, compensation, consideration, consent or approval from the Grand Prize Winner or any other party.

(i) METRO reserves the right, at any time, to disqualify and immediately remove any Participant from the Contest who, in METRO's sole discretion, has breached any of the terms and conditions of the Participant's Declaration and Release and/or these Contest Rules, including but not limited to if any representation or warranty set out herein or in the Online Submission form is found to be false or incorrect or misleading in a material respect, by omission or otherwise. In the event such disqualification is related to a Winner, the Winner shall be replaced with the next best Online Submission, as determined by METRO in its sole discretion. METRO reserves the right to terminate or withdraw this Contest any time, for any reason, without any prior notice. METRO further reserves the right to disqualify any Participant who engages in or is alleged to have engaged in, any illegal, unethical, or otherwise inappropriate conduct that may harm METRO's reputation or the integrity of the Program or the Contest. This includes, but is not limited to, activities that are criminal, fraudulent, or morally reprehensible. The determination of what constitutes inappropriate conduct is at the sole discretion of METRO. In furtherance of the foregoing, METRO reserves the right to conduct due diligence searches on Participants, including but not limited to social media.

(j) Nominators and Participants agree to abide by these Contest Rules and by the decisions of METRO with respect to all aspects of the Contest, including without limitation any decision respecting their qualifications, eligibility or otherwise. All such decisions are final and binding.

(k) It is the responsibility of any Nominator who submits an Online Submission form and any Participant to ensure that he/she/they have complied in full with all of the conditions and requirements contained in these Contest Rules. METRO reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or with the operation of the Contest, to be acting in violation of these Contest Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the apparent intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. METRO reserves the right to seek damages and other remedies from and against any such person to the fullest extent permitted by law.

(l) In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any website or advertising or form or other publicity or materials concerning the Contest and the provisions contained in these Contest Rules, the provisions in these Contest Rules shall prevail, govern and control.

(m) The invalidity or unenforceability of any provision of these Contest 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 Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Contest Rules solely for ease of reference and shall not be deemed or considered to affect in any manner the meaning or intent of these Contest Rules or any provision hereof.

(n) All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules or the rights and obligations as between one or more persons who participate in the Contest and METRO in connection with the Contest shall be governed by and construed and interpreted in accordance with the procedural and substantive laws of the Province of Ontario without giving effect to any choice of law or conflict of law rules or provisions. All persons who participate in the Contest, METRO, and all other parties hereby attorn to the jurisdiction of the courts of the Province of Ontario, sitting in the City of Toronto, in respect of the determination of any matter or dispute arising under or in respect of the Contest or arising under or in respect of these Contest Rules.

(o) Proof of email transmission or of attempted email transmission of any communication or any request does not constitute proof of receipt by METRO of the communication or request.

(p) This Contest is subject to all applicable Federal, Provincial and Municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any such laws or regulations or the policy of any other entity having jurisdiction over METRO and/or its affiliates.

(q) A copy of these Contest Rules can be found at the Program or Contest Website.