

Mitchell's™ Win 1 of 7 Traeger® Smokers Contest
Full Rules and Regulations – FCL Promotion

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL/TERRITORIAL AND MUNICIPAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE RULES (“Contest Rules”).

The “Mitchell's™ Win 1 of 7 Traeger® Smokers Contest” (hereinafter the “**Contest**”), is administered by Holtby Enterprises Inc. o/a “My Brother Darryl” (the “**Administrator**”). Maple Leaf Foods Inc. and Mitchell's™ are not responsible for the administration or operation of this Contest and are only the prize sponsor (hereinafter the “**Prize Sponsor**”). The Contest will take place exclusively in participating Co-op® Food Stores in Manitoba, Kenora district of Northwestern Ontario, Saskatchewan, Alberta, British Columbia and Yellowknife, NT (collectively, the “**Territory**”).

- 1. CONTEST PERIOD:** The Contest begins on June 17, 2021 at 12:00:00 a.m. Central Time (“CT”) and ends on July 7, 2021 at 11:59:59 p.m. CT (the “**Contest Period**”). The Contest computer shall be the sole determinant of times associated with the administration of this Contest.
- 2. ELIGIBILITY:** This Contest is only open to legal residents of the Territory who have reached the age of majority in the Territory of residence at the time of entry and who do not fall into the eligibility limitations set forth below in this Rule 2 (each an “**Eligible Entrant**”). Employees, representatives or agents (and each of their immediate family members and each of those with whom such persons are domiciled regardless of relation) of, Federated Co-operatives Limited (“**FCL**”), the Administrator, Co-op® food stores and Prize Sponsor and each of their respective parents, subsidiaries, affiliates, agents, governors, board members, consulting, advertising and promotional agencies (collectively, the “**Released Parties**”) are not eligible to participate in the Contest, or win prizes in the Contest. Immediate family is defined as parents, siblings, children or spouse.
- 3. HOW TO ENTER: NO PURCHASE NECESSARY.** A purchase will not increase your chance of winning. There are two (2) ways to enter the Contest, as follows:

Purchase Entry Method: To enter, an Eligible Entrant must: (i) go to a participating Co-op® Store in the Territory (each, a “**Participating Store**”) and purchase any two (2) participating Prize Sponsor products listed below (each, an “**Eligible Purchase**”) from the Participating Store. **The two (2) Eligible Purchases must be reflected on the same receipt;** (ii) go to www.cooppromotions.com (the “**Contest Website**”) during the Contest Period and click on the Mitchell's™ Win 1 of 7 Traeger® Smokers Contest link; (iii) follow the on-screen instructions to complete the online registration/entry form including a requirement to upload a photo of the receipt relating to your Eligible Purchase that clearly shows retailer name, date, time and two (2) Participating Prize Sponsor products listed below and providing full name, postal code, phone number, and valid email address; (iv) confirm that you have read, understood and accepted the Contest Rules and that you are age of majority in your province by clicking the applicable boxes; and (v) click the “Submit” button to complete registration (“**Purchase Entry**”). Purchase Entry must be submitted and received by Administrator not later than Jul 7, 2021 at 11:59:59 p.m. CT.

No Purchase Entry Method: To obtain one (1) Entry without making an Eligible Purchase, an Eligible Entrant must hand print his/her name, complete mailing address, email address and telephone number on a plain piece of paper and mail it to the Mitchell's™ Win 1 of 7 Traeger® Smokers Contest, c/o My Brother Darryl, 20440 Simcoe St, Seagrave, ON, L0C 1G0 (“**No Purchase Entry**”). Upon receipt of a No Purchase Entry in accordance with these Contest Rules, the Eligible Entrant will be entered into the Contest. To be eligible, a No Purchase Entry submitted must:

- (i) be received separately in an envelope bearing sufficient postage (i.e. multiple Entries in the same envelope will be void); and
- (ii) be postmarked by June 30, 2021 and received by no later than July 7, 2021 by 11:59:59 a.m. CT.

No mechanical reproductions permitted.

Each Purchase Entry and No Purchase Entry is known as an “Entry” and collectively as “Entries.” Neither the Administrator nor the Prize Sponsor take any responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late, destroyed incomplete or incompatible Entries (all of which are void).

Limit one (1) Entry per unique receipt regardless of the method of entry, email address, telephone numbers or addresses provided per day. For the purposes hereof a “Day” shall be interpreted in accordance with Central Time. Only one (1) email address may be used per entrant. If it is discovered by the Administrator (using any evidence or other information made available to or otherwise discovered by the Administrator) that any person has attempted to: (i) obtain an Entry (regardless of the method of entry) by any means other than as permitted in accordance with these Contest Rules; and/or (ii) use multiple names or identities to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Administrator.

PARTICIPATING PRODUCTS:

Product	Pack Size
Mitchell’s™ Bacon	6x1kg
Mitchell’s™ Black Forest Ham	6x1kg
Mitchell’s™ Honey Ham	6x1kg
Mitchell’s™ Smoked Ham	6x1kg
Mitchell’s™ Toupie Ham	4x1.5kg
Mitchell’s™ Cheddar Smokies	16x500g
Mitchell’s™ Double Smoked Smokies	16x500g
Mitchell’s™ Cheddar Sausage	12x450g
Mitchell’s™ Double Smoked Sausage	12x450g
Mitchell’s™ Bun Size Wiener	10x675g
Mitchell’s™ Pepperoni Stick	10x450g
Mitchell’s™ Honey Garlic Pepperoni Stick	10x450g

- 4. CHANCE OF WINNING:** The chance of winning is dependent upon the total number of eligible Entries received during the Contest Period. The winner will be required to sign a Statement of Compliance, Release and Indemnity Agreement.
- 5. PRIZE DESCRIPTION:** There will be seven (7) prizes (the “Prize”) available to be won and to be awarded in the form of a Traeger® Ironwood 885 Series Smoker, approximate retail value is \$2,099.99 CAD (the “Smoker”). The total approximate retail value of **all** Prizes awarded in this Contest is \$14,699.93 CAD. Prize sponsor reserves the right to substitute any Prize , or any component thereof for one of greater or equal value.

There is a limit of one (1) Prize per person/household. Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or or (in the case of the Smoker) convertible to cash (except as may be specifically permitted by Prize Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Prize Sponsor’s option; (iii) the costs of everything not expressly and specifically stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner; (iv) if the confirmed winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Prize Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Prize Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Prize Sponsor’s sole discretion, a

cash award; and (vi) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Prize Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest, and prizes are awarded "as is". To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Prize Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

Prizes will be awarded in approximately 2-4 weeks from satisfactory completion of all requirements in the manner set out in these Contest Rules.

- 6. SELECTION OF WINNERS:** Seven (7) Eligible Entrants, set forth in Rules 2 & 3 above will be selected from among all eligible Entries received in accordance with these Contest Rules in a random drawing to be conducted by Administrator in Seagrave, ON at 10:00 a.m. EST on July 12, 2021 from amongst all eligible online & mailed Entries received by the end of the Contest Period.

There is a limit of one (1) Prize per person AND/OR residence. Any participant selected under the terms of these Contest Rules who does not respect this condition will be disqualified and another draw will be held to select a participant. Winners may be required to show ID when claiming their prize.

- 7. HOW TO CLAIM THE PRIZE:** To be declared a winner, the selected Entrant must:

- a. Respond to the Administrator within five (5) business days of the date of Administrator's notification;
- b. Sign and return to Administrator the Statement of Compliance, Release and Indemnity Agreement (hereinafter the "**Declaration Form**") within not more than five (5) business days following the date on which Administrator sends such Declaration Form to the winner after having received it; and
- c. Correctly answer a mathematical skill test to be administered by Administrator.

By entering this Contest, each participant agrees to be bound by these Contest Rules herein. If a selected participant fails to meet any of the conditions mentioned in the paragraph above or any other condition in these Contest Rules, that person's participation will be cancelled and, time permitting, a new participant will be selected for this prize in accordance with these Contest Rules herein, until a participant is selected and declared a winner, without affecting the allocation order of the other prizes.

- 8. WINNER NOTIFICATION PROCESS:** The Administrator or its designated representative will make a minimum of three (3) attempts to contact the selected Eligible Entrant within five (5) business days of the Draw Date. No communication will be entered into except with the Eligible Entrant. If the selected Eligible Entrant cannot be contacted within five (5) business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Administrator, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Administrator reserves the right, in its sole and absolute discretion, with time permitting, to randomly select an alternate Eligible Entrant from among the remaining eligible Entries submitted and received in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such newly selected Eligible Entrant).

- 9. WINNER CONFIRMATION PROCESS: BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER,** the selected Eligible Entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Administrator, be administered online, by email or other electronic means, by telephone, or in the Declaration Form with (where lawful) a publicity release (the "**Release Form**"); and (b) sign and return, within seven (7) business days of notification, the Release Form, which (among other things): (i) confirms compliance with these Contest Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name,

address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Prize Sponsor in any manner or medium whatsoever, including print, broadcast or the Internet. Upon satisfaction of these conditions, the Eligible Entrant will be declared the winner of the Contest. If the selected Eligible Entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents outlined above within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Contest Rules (all as determined by the Administrator in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Administrator reserves the right, in its sole and absolute discretion, with time permitting, to randomly select an alternate Eligible Entrant from among the remaining eligible Entries submitted and received in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such newly selected Eligible Entrant). **ENTRANTS MUST RETAIN THEIR RECEIPTS AND ADMINSTRATOR RESERVES THE RIGHT TO REQUEST THESE RECEIPTS.**

10. GENERAL: By entering the Contest, Eligible Entrants agree to abide by these Contest Rules and the decisions of the Administrator with respect to all aspects of the Contest, which are final. This Contest is subject to all applicable federal, provincial and municipal laws. To request a copy of these Contest Rules, send a self-addressed, stamped envelope to <Mitchell's™ Rules Request> Contest c/o My Brother Darryl 20440 Simcoe St, Seagrave, ON, LOC 1G0. All Entries become the property of the Administrator and none will be returned. By entering this Contest, entrants consent to the use of their name and address (city and province) by the Prize Sponsor or Administrator in compliance with provincial Contest Rules. The Administrator reserves the right to disqualify any entrant in the event of fraudulent Contest entry or other violation of these Contest Rules. Entries are subject to verification and void if obtained illegitimately, or if altered, mutilated, forged, tampered with or irregular in any way. Subject to applicable law, the Administrator reserves the right, in its sole discretion and for any reason, to cancel, terminate, modify the Contest Rules or administration of the Contest or suspend this Contest in whole or in part without prior notice and with no obligation or liability. In the Administrator's or Prize Sponsor's sole discretion, a winner may be selected by randomly drawing from among all valid Entries received up to the time of cancellation, termination or suspension. By participating in the Contest, entrants agree to release and indemnify the Released Parties and any of their parents, affiliates, member retail co-operatives, board members, agents and contractors, including advertising and promotional agencies, and their directors, officers and employees, from any and all losses, expenses (including legal fees), damages and claims of any kind in connection with the Contest or resulting from the acceptance, possession or use of any Prize, including without limitation any loss, personal injury, death, property damage, or claims based on publicity rights, defamation or invasion of privacy. Under no circumstances will the Released Parties nor any of their parents, affiliates, member retail co-operatives, board members, agents and contractors, including advertising and promotional agencies, and their directors, officers and employees, subsidiaries or affiliates, be responsible for any injuries, loss or damages of any kind (compensatory, direct, incidental, indirect, consequential or otherwise) with respect to or in any way arising from, this Contest or the Prize awarded. In no event shall the Prize Sponsor be required to award more prizes than what is indicated in these Contest Rules or award the Prizes otherwise than in accordance with these Contest Rules.

11. PRIVACY AND TRADE-MARKS: Federated Co-operatives Limited respects your right to privacy. By entering this Contest you consent to collection, use and disclosure of your personal information. Subject to Section 12(xiii), the personal information provided by participants in connection with this Contest will be used solely by Federated Co-operatives Limited and/or by third party service providers on behalf of Federated Co-operatives Limited (including the Administrator) only Contest only for the purpose of administering and conducting this Contest as described in these Contest Rules, which includes determining eligibility and awarding and delivering the Prize. No communication, commercial or otherwise, unrelated to this Contest will be sent to a participant, unless the participant expressly authorizes it. Federated Co-operatives Limited will handle personal information in accordance with its privacy policies and practices, which can be accessed on its website www.fcl.crs or by contacting the privacy officer for Federated Co-operatives Limited at privacy@fcl.crs; and in accordance with applicable laws.

CO-OP® is a Registered trade-mark of Federated Co-operatives Limited. All other trademarks are the property of their respective owners.

12. TERMS AND CONDITIONS

- i) **Verification.** Entries made online and request for participation without purchase are subject to verification by the Administrator. Any Entry that is, as the case may be, incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, late, which does not contain the correct answer to the mathematical question AND/OR does not include it, or which does not comply with these Contest Rules herein will automatically be rejected and will not entitle a person to an Entry or a Prize.
- ii) **Disqualification.** The Administrator reserves the right to disqualify any person or cancel one or more Entries of any person entering this Contest or who attempts to participate by means contrary to the Contest Rules herein or in a manner prejudicial to other participants (e.g., use of Entry Forms obtained from an unauthorized source, entries exceeding the allowable limit, computer hacking, etc.) or who acts in an unsportsmanlike manner. Any attempt to deliberately damage the Contest Website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. If such an attempt is made, the Administrator reserves the right to seek damages from that person, without prejudice to the rights of the Prize Sponsor to seek any other remedies to the extent permitted by law. This person could be referred to the competent judicial authorities. Entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method will be disqualified. Entrants agree to cooperate with Administrator in any investigation into Contest irregularities.
- iii) **Non-compliance/eligibility.** Any participant who is selected at random as part of this Contest and does not comply with the eligibility requirements herein will be automatically disqualified and another random draw will be held to select a participant. Any selected participant that does not comply with these eligibility conditions must inform the Administrator as soon as the Administrator has contacted him or her.
- iv) **Acceptance of a Prize.** All Prizes must be accepted as described in these Contest Rules and cannot be transferred to another person, substituted for another Prize or exchanged in part or in whole against money, subject to the substitution paragraph below.
- v) **Substitution of a Prize.** In the event that it was impossible, difficult and/or more costly for the Administrator and/ or the Prize Sponsor to award a Prize (or a portion thereof) as described in these Contest Rules, they reserve the right to award a Prize (or a portion of the Prize) of similar nature and equivalent value or, at their sole discretion, the value of the Prize (or a portion of the Prize) indicated herein in cash.
- vi) **Refusal to accept a Prize.** The refusal of a person selected at random to accept a Prize according to the terms herein releases the Administrator and Prize Sponsor from any obligation related to Prize to that person.
- vii) **Limit of responsibility – use of a Prize.** Any person selected releases the Released Parties, retail co-operatives, board members, their affiliates and respective divisions and any other moral person of their respective corporate groups, their advertising and promotion agencies, their shareholders, directors, officers, board members, employees, agents and representatives, suppliers of Prizes, materials and services related to this Contest, as well as any other party associated with this Contest (hereinafter, collectively the "**Beneficiaries**") from any liability for any damages that may occur due to the acceptance or use of the Prize. To be declared a winner, and before obtaining the Prize, the selected person agrees to sign a Declaration Form to this effect.
- viii) **Responsibility – operation of the Contest.** The Beneficiaries disclaim any liability with respect to: the malfunctioning of any computer component, software or communications line; any faulty, incomplete, or incomprehensible transaction or any transaction erased by any computer or any network, and which may limit or prevent any person from entering the Contest; any technical or human error which may occur in the treatment of or participation in the Contest; problems with the functioning of the Contest Website or features of the Contest Website, regardless of cause; malfunction or damage to the telephone network or lines, to computer equipment, to voice mail machines or systems, to data or software, to online systems, servers or access providers; any loss of function because witnesses are not activated; congestion on the Internet; the security or privacy of information transmitted via computer or telephone networks; or any breach of privacy due to interference by hackers.
- ix) **Amendment.** The Administrator and Prize Sponsor reserve the right, at their sole discretion, to cancel, terminate, modify or halt this Contest in whole or in part should an event, an error or any human

intervention occur that could corrupt or affect the administration, security, fairness or proper conduct of the Contest, as provided for in these Contest Rules, and subject to the approval, if required.

- x) **Limitation of Prizes.** In any case, the Beneficiaries and suppliers of products or services related to this Contest shall not be responsible whatsoever for any errors related to this Contest or held to award more Prizes than indicated in the Contest Rules herein or to award Prizes other than in accordance with the Contest Rules herein. If, as a result of any error whatsoever, including without limitation, an error relating to the entry process, drawing, printing, manufacturing or if there are more selected Entrants than contemplated in these Contest Rules, the Administrator may at their sole and absolute discretion: (a) immediately end the Contest; (b) cease awarding Prizes; and/or (c) conduct a random draw amongst all eligible Prize claimants to award the correct number of Prizes, if any. Participation in such a random draw shall be such claimants' sole compensation.
- xi) **Impossibility to act – labour dispute.** Beneficiaries shall not be liable in any way in all cases where their inability to act would result from an event or situation beyond their control (earthquake, war, act of terrorism, fire, flood, storm, riot, insurrection, civil unrest, pandemic, public health crisis, act of any government agency or administrator, fire or other force majeure event) or a strike, lockout or any other labour dispute in any establishment whatsoever whether occurring in their establishments, in the establishments of organizations or companies whose services are used to hold this Contest or within the general public.
- xii) **Limitation of liability – participation.** By participating or attempting to participate in this Contest, participants release the Beneficiaries from all responsibility for any damage whatsoever they may incur due to their participation or attempted participation in the Contest.
- xiii) **Authorization.** By entering this Contest, any winning participant authorizes the Administrator, Beneficiaries and their representatives to use, if required, their name, photograph, image, declaration regarding the prize, place of residence and/or voice without any form of compensation and at their discretion, without limit as to the period of use in any social media or website and globally, for advertising purposes or any other purpose deemed relevant. A statement to this effect will be included in the Release Form.
- xiv) **Ownership of Entry Forms.** Entry forms (and requests for participation without purchase) are the property of the Administrator and will in no case be returned to participants.
- xv) **Communication with participants.** No communication or correspondence will be exchanged with participants in this Contest except with those selected for a Prize.
- xvi) **Decisions of the Administrator.** Any decision of the Administrator, Prize Sponsor or their representatives regarding this Contest is final and cannot be appealed.
- xvii) **Identification of the participant.** For the purposes of the Contest Rules herein, the participant is the person whose name appears on the Entry Form (or elsewhere, such as on a request for participation without purchase). It is to this person to whom the Prize will be awarded if he or she is selected and declared the winner.
- xviii) **Unenforceable paragraph.** If any section of the Contest Rules herein is declared illegal, unenforceable or invalid by a competent court that section shall be considered invalid, but all other paragraphs not affected will be enforced to the extent permitted by law.
- xix) **Jurisdiction.** This Contest is subject to all applicable local, provincial and federal laws and regulations.