

**“THE ORANGE YOU GLAD” CONTEST**  
**Official Rules**  
**(the “Rules”)**

**1. CONTEST PERIOD**

- 1.1 The “The Orange you Glad” contest (the “**Contest**”) held by A. Lassonde Inc. (the “**Sponsor**”) begins on January 25, 2021 at 9:00:00 a.m. (EST) and ends on February 22, 2021 at 11:00:00 a.m. (EST) (the “**Contest Period**”).

**2. ELIGIBILITY**

- 2.1 This Contest is open to residents of Canada only. To be eligible to participate in the Contest, a Participant must (i) be a natural person, (ii) be a legal resident in his/her province or territory, and (iii) have reached the age of majority in his/her province/territory of residence at the time of registration in the Contest (a “**Participant**”).
- 2.2 Employees of the Sponsor and of its partners, affiliates, promotion agencies, representatives and agents and parties involved in the development, production and distribution of material related to this Contest, and any person which whom such persons resides and any member of his or her immediate family are not eligible to participate in the Contest. For the purposes of these Rules, “immediate family” shall include father, mother, brother(s), sister(s), children, husband, wife or partner of such person, whether or not they reside in the same household.

**3. HOW TO ENTER**

- 3.1 No purchase necessary. To enter, a Participant must register through the Contest site accessible at the following address: [www.orangeyouglad.ca](http://www.orangeyouglad.ca) (collectively, the “**Contest Site**”), fill in a registration form online and validate it as indicated on the Contest Site (the “**Participation Ballot**”).
- 3.2 To complete a form, a Participant must:
- A) indicate his surname, first name and email address in the fields provided for this purpose;
  - B) Confirm that the Participant has read and accepted the terms and conditions contained in the Rules by checking the box provided for this purpose;
  - C) A Participant may obtain one (1) additional participation in the Contest by entering a UPC product code located behind the label of a Participating Product (as defined below) in the field provided for this purpose (a “**Code**”).
  - D) Choose the preferred language for viewing the show (French or English).
- 3.3 All of the fields on the Participation Ballot must be completed, unless the information is indicated as being optional. Any Participation Ballot received outside the Contest Period or any Participation Ballot on which the required information is incomplete or inaccurate may be declared ineligible to the Contest. The Sponsor reserves the right to request proof of identity or of eligibility to the Contest at any time and at its sole discretion.

- 3.4 Limit of two (2) Entries per Participant, per email address and IP address in total for the Contest Period, being one (1) free entry and one (1) entry through the use of a Code. The Sponsor reserves the rights, at its sole discretion, to disqualify any individual who contravenes or attempts to contravene these Rules. Automated entries are prohibited, and any use, whether direct or indirect, of automated devices will cause immediate disqualification of the Participant and its accomplices, and the Sponsor reserves all of its rights and recourses against the user of such automated devices and its accomplices.
- 3.5 The Participating Products for the purposes of the Contest are the following products ("**Participating Products**"):
- A) Oasis Premium Orange without pulp in 1.65L or 2.5L format ;
  - B) Oasis Premium Orange with pulp in 1.65L or 2.5L format ;
  - C) Oasis Premium Orange probiotics 1.65L.
- 3.6 The Sponsor suggests that Participants who do not have Internet access inquire with public libraries or visit any other public space providing free internet in order to submit a Participation Ballot in the manner set forth in this section 3 of the Rules.

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

##### 4.1 **Grand Prize Winner**

- (a) One hundred (100) finalists for the Grand Prize (as defined below) (each a "**Finalist**") will be selected during a random draw among all eligible Participation Ballots received in accordance with these Rules (the "**Draw**").
- (b) The Draw will be held on February 26, 2021 at the Sponsor's offices located at 170, 5<sup>th</sup> Avenue, Rougemont, Quebec, H1B 5R3, at approximately 11:00:00 a.m. (EST). Odds of winning the Grand Prize depend on the number of eligible Participation Ballots received.
- (c) The Finalist will be notified by e-mail within five (5) days following the Draw. In the event the Finalist does not respond to the e-mail sent by the Sponsor's representative within a period of five (5) days following the first contact, this Finalist will be disqualified and the Sponsor will have the right, at its sole discretion, to select a new Finalist or to cancel the award of said Grand Prize (as defined below).
- (d) The Sponsor will send the Finalist a declaration and release form (the "**Declaration and Release Form**") whereby the Finalist acknowledges and confirms that these Rules have been complied with and that the Sponsor, the humorist and any organisation participating in the award of the Grand Prize or the Contest and their respective employees shall have no liability for any harm, accident, loss or prejudice related to the Contest, the Grand Prize or the award or use of the Grand Prize. The Declaration and Release Form will include a mathematical skill-testing question.
- (e) In order to be declared a Grand Prize winner (the "**Grand Prize Winner**"), the Finalist must correctly answer the mathematical skill-testing question without

any assistance whatsoever (including mechanical assistance) and will have to fill, sign and return the Declaration and Release Form within five (5) days after such Declaration and Release Form has been sent by the Sponsor to the Finalist, as set out in these Rules. Otherwise, the Grand Prize will be deemed to be forfeited by the Finalist and the Sponsor will have the right, at its sole discretion, to select another Finalist as set out in this Section 4.1 or cancel the award of the Grand Prize (as defined below).

## 5. PRIZE

### 5.1 Grand Prize

- (a) One hundred (100) grand prizes (each a “**Grand Prize**”) will be awarded in this Contest, each consisting of one (1) electronic ticket for a virtual private comedy show given by Pascal Cameron (the “**Show**”).
- (b) One performance of the Show will be in French and one in English depending on the Winner’s preferred language. The performance in French will take place on April 8<sup>th</sup> 2021 and the performance in English will take place on April 8<sup>th</sup> 2021.
- (c) The Sponsor reserves the right to change the comedian who be performing the show without notice. The date of the Show is subject to change without notice. The Sponsor is not responsible for the Winner’s internet connection if it fails on the day of the Show.
- (d) The total approximate retail value of the Grand Prize is of CAD \$40.00, excluding applicable taxes. Any difference between the final value and the stated value will not be awarded.
- (e) Any other expense or benefits not included in the Grand Prize’s description will be at the Grand Prize Winner’s expense.

## 6. PERSONAL INFORMATION

- 6.1 By entering the Contest, each Participant consents to the collection, use and disclosure by the Sponsor or its authorized agents of the Participant’s personal information provided through the Participation Ballot for the purpose of carrying out the Contest and delivering the Grand Prize. Once submitted, the Participation Ballots become the exclusive property of the Sponsor and will not be returned.
- 6.2 The personal information may be transferred to third parties that are retained by the Sponsor to perform storage, management and other similar functions, subject to the laws applicable to the protection of personal information and the Sponsor’s internal policies regarding personal information. Files containing personal information will be kept at the Sponsor’s or its service provider’s offices or on its servers, and employees who require access to personal information in order to fulfil their job duties will have access to these files. To the extent provided by applicable law, the individuals concerned may request access to the file containing their personal information and the correction of such information by contacting the Sponsor c/o A. Lassonde Inc., Marketing Department, at 170, 5<sup>th</sup> avenue, Rougemont (Québec) J0H 1M0.

- 6.3 By accepting the Grand Prize, the Grand Prize Winner grants the Sponsor the right to, in any way in relation with the Contest, its promotion or its organization, produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, disseminate, adapt, use and reuse their names, addresses (city, province/territory), voices, declarations, images, photos or other representations or recordings for publicity purposes using any media and in any format, including, without limitation, on the Internet, without any notice or compensation, and the Grand Prize Winner may be required to sign a document to this effect.
- 6.4 In the course of conducting this Contest, the Sponsor will acquire certain personal information as submitted by persons seeking to enter the Contest. If any such person chooses to "opt into" receiving future communications from the Sponsor, the Sponsor from time to time will send that person email notifications of other contests, products, news and other matters which the Sponsor deems is of public interest. A person can ask the Sponsor to remove his/her name from that emailing list by contacting the Sponsor.
- 6.5 If any such person declines to "opt into" receiving further communications from the Sponsor, the Sponsor will use his/her personal information only for the purpose of conducting and administering this Contest and delivering the Grand Prize. In that case, the Sponsor, unless prohibited by law from doing so, will destroy that personal information upon the expiration of two (2) years after delivery by the Sponsor to the Grand Prize Winner.

## **7. ERRORS**

- 7.1 The Sponsor reserves the right to cancel any Participation Ballots containing errors. The Participation Ballots which have been tampered with or have been deteriorated, modified, falsified, reproduced or obtained illegally will not be eligible. Without limiting the generality of the exoneration set forth in Section 9.1, it is understood that the Sponsor and any organization participating in the management of the Contest or in the delivery of the Grand Prize, and their respective representatives and employees, will not be responsible: (i) for Participation Ballots that are ineligible, incomplete, modified, lost or delivered late or to the wrong address, which Participation Ballots shall be deemed null (ii) for any information which is insufficient or incorrect related to the users of the Contest Site or of the equipment or program used in the context of the Contest, or of a technical or human error which could occur when the forms or ballots are being processed; (iii) for Participation Ballots that are stolen, destroyed, tampered with, accessed without authorization or altered; (iv) for problems or technical malfunction related to networks, telephone lines, online computer systems, servers or access providers, computer equipment and software, viruses or bugs; (v) for the Sponsor not being able to receive or send an electronic message or email, for any reason whatsoever, including traffic congestion on the internet or on any website or both; (vi) for damage caused to the Participant's or another person's computer system or equipment as a result of participating in, uploading or downloading material in relation to the Contest. The use of automated systems is prohibited.

## **8. RIGHT TO CANCEL, SUSPEND OR MODIFY**

- 8.1 By entering the Contest, each Participant agrees to be bound by these Rules, available on the Contest Site throughout the Contest Period. The Sponsor reserves the right to modify these Rules without notice, provided it has obtained the required

approvals from the *Régie des alcools, des courses et des jeux du Québec*.

- 8.2 Subject to the foregoing, the Sponsor may change as well as partially or completely terminate the Contest at any time if, at its sole discretion, the Sponsor believe that the Contest is not taking place as expected for any reason whatsoever, including because of fraudulent manipulation, destruction, loss or theft of the Participation Ballots or any other problem which could jeopardize the fairness or integrity of the Contest.

## **9. GENERAL CONDITIONS**

- 9.1 By entering or attempting to enter the Contest each Participant or potential Participant agrees to:
- (a) forever exonerate, release and hold harmless the Sponsor, the Grand Prize suppliers, the humorist and any other party involved in the management of the Contest and their respective administrators, directors, employees, shareholders, agents and other representatives, parent-company and affiliates from any and all claims, actions, damages, demands, courses of action, causes of actions, or responsibility of any kind whatsoever resulting from or related to the participation or attempted participation in the Contest, the compliance or non-compliance with these Rules, the acceptance, possession, use, the content and remarks made during the Show or abuse of the Grand Prize or any activity related to the Grand Prize; and
  - (b) completely indemnify the Sponsor, Grand Prize suppliers and any other party involved in the management of the Contest and their respective administrators, directors, employees, shareholders, agents and other representatives, parent-company and affiliates for any third party claims related to this Contest or to any violation of these Rules by the Participants or any activity related to the Grand Prize, without limitation.
- 9.2 No communication or correspondence will be exchanged with Participants, other than Participant who has been selected as a Finalist.
- 9.3 The Sponsor reserve the right, at its sole discretion, to exclude from the Contest and any other contest or future promotion offered by the Sponsor any Participant who does not comply with these Rules. The Rules are available at the Contest Site.
- 9.4 The Grand Prize must be accepted as is, cannot be transferred and is without substitution in cash or otherwise, except if agreed to by the Sponsor. The Sponsor reserves the right at its entire discretion to substitute a prize of equivalent value if the Grand Prize cannot be awarded as provided for by these Rules, in particular due to a problem with the virtual platform on which the Show is presented, such as by a change of humorist or a change in the date of the Show. Any portion of a Grand Prize that is not accepted or used by a Grand Prize Winner will be deemed forfeited. The Grand Prize cannot be exchanged, transferred or substituted for cash. Neither the Sponsor nor the Grand Prize suppliers warrant, either implicitly or expressly, the safety, appearance or performance of the Grand Prize or any activity related to the Grand Prize. The Grand Prize Winner does not have any recourse against the Sponsor or the Grand Prize suppliers for any warranty related to the Grand Prize in any circumstance whatsoever. The Sponsor and the Grand Prize suppliers will in no way be liable for any event which leads to the Grand Prize being annulled or for

events beyond its control which lead to the Grand Prize or part of the Grand Prize not being awarded.

- 9.5 In the event of a dispute related to the person who validated a Participation Ballot, such Participation Ballot will be deemed to have been validated (i) by the authorized account holder of the electronic address submitted at the time the Participation Ballot was validated. For the purpose of these Rules, “**authorized account holder**” shall mean the physical individual who has been assigned an electronic address by an Internet access provider, Internet service provider, or any other organization responsible for assigning electronic addresses for the domain related to the electronic address at issue. The selected Participant may be required by the Sponsor to provide proof that she or he is the authorized account holder of the electronic address indicated on the Participation Ballot at issue.
- 9.6 The Sponsor reserves the right, at its sole discretion, to exclude from the Contest and any other Contest or future promotion organized by the Sponsor, any person guilty or suspected of being guilty of having tampered with the treatment of the Participation Ballots, the Contest process or the Contest Site, of having violated these Rules or having acted in a disloyal manner or in a manner which adversely affects or is intended to disturb, abuse, threaten or harass another person. A PARTICIPANT OR ANY OTHER PERSON WHO ATTEMPTS TO DELIBERATELY DAMAGE THE CONTEST SITE OR ANY OTHER WEBSITE OR HINDER THE LEGITIMACY OF THE CONTEST PROCESS COMMITS CRIMINAL AND CIVIL OFFENCES AND THE SPONSOR RESERVES THE RIGHT, IN SUCH CASE, TO CLAIM DAMAGES TO THE EXTENT PERMITTED BY LAW.
- 9.7 In the case of a discrepancy between the French version and the English version of these Rules, the French version will take precedence.

## 10. INTELLECTUAL PROPERTY

- 10.1 All intellectual property covering the promotional material and the Contest Site are the exclusively property of the Sponsor or its affiliates or licensors. All rights are reserved. Unauthorized copyright or use of any copyright material or intellectual property without the express written consent of its owner or holder is strictly prohibited. All trademarks are the property of their respective owners.

## 11. SOCIAL MEDIA

- 11.1 The Contest is neither managed nor sponsored by any media such as Facebook, Instagram, You Tube, Pinterest or Spotify (the “**Medias**”). The participants provide their personal information to the Sponsor and not to any Media. Each of Facebook, Instagram, You Tube, Pinterest and Spotify or any other Media in relation with the Contest will not be liable in any way for any issue related to the Contest.

## 12. APPLICABLE LAW

- 12.1 These are the official Rules for the Contest. The Contest is subject to all applicable federal, provincial and municipal laws and regulations. These Rules may be modified without notice including without limitation in order to render them compliant with federal, provincial or municipal laws or with the policies of an entity having jurisdiction over the Sponsor.

**13. RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX**

- 13.1 Any dispute respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any dispute respecting the award of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**14. DISCLOSURE OF THE GRAND PRIZE WINNER**

- 14.1 The Sponsor will disclose the names of the Grand Prize Winners within ten (10) days following the Draw on the Contest Site for a period of at least thirty (30) days.

**INDIVIDUALS PARTICIPATING IN THE CONTEST ACKNOWLEDGE HAVING READ AND ACCEPTED THESE RULES AND AGREE TO COMPLY WITH THEM.**