

VIREO RESEARCH
“GROCERY STORE SURVEY” CONTEST RULES

THE VIREO RESEARCH “**GROCERY STORE SURVEY**” CONTEST (THE “**CONTEST**”) IS OPEN TO CANADIAN RESIDENTS AND IS GOVERNED BY CANADIAN LAW. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

- 1) **Contest Period:** The Contest period runs from **November 18th, 2020 to December 31st** at 11:59 pm EST (the “**Contest Period**”), after which time the Contest will be closed and no further entries shall be accepted. We reserve the right to extend the closing date.
- 2) **Eligibility:** The Contest is open to Ontario residents who completed the Grocery Store Survey (the “**Survey**”). Employees, officers, directors and agents of VIREO RESEARCH and/or any of its advertising, media buying and promotional agencies, prize providers, assigns, parent, affiliated and subsidiary entities and the immediate family (spouse, parent, sibling, child) are not eligible to participate in the Contest. VIREO RESEARCH shall have the right at any time to require proof of identity, date of birth and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal or other information requested by and provided to VIREO RESEARCH for the purposes of the Contest must be truthful, complete, accurate and in no way misleading. VIREO RESEARCH reserves the right, in its sole discretion, to disqualify any entrant should such an entrant provide untruthful, incomplete, inaccurate or misleading personal details and/or information.
- 3) **To enter the Contest:** There is no purchase necessary to enter the Contest. Individuals may enter during the Contest Period using the method outlined below. No entries will be accepted by any other means.

All eligible entrants who enter the survey via
www.barriegrocerysurvey.com and complete the Survey in its entirety.

Entrants who have entered the Contest by the method described above must: (i) review and accept these Contest Rules; and (ii) provide their name and contact details.

Each eligible entrant who completes the Survey in its entirety during the Contest Period will receive one (1) entry towards the Contest draw.

Each selected entrant may be required to provide VIREO RESEARCH with proof that such individual fulfills the eligibility requirements. Any

disputes as to the qualifying entrant will be decided by VIREO RESEARCH in its sole discretion.

Selected entrants must confirm their acknowledgement of and agreement to Contest release ("**Release**") (as described in greater detail in Section 6 below).

Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with the individuals selected as winners of the Contest prizes.

4) **Contest Prizes Terms and Conditions:** There are Eleven (11) Contest prizes in total.

- The Grand Prize will be for 1 Year of Free Shopping (to a maximum of \$5,000)
- 10 Second Prizes of Six Months of Free Shopping (to a maximum of \$2,500)
- 10 Third Prizes of Three Months of Free Shopping (to a maximum of \$1,250)

The odds of being selected in the Contest draw depend on the total number of eligible entries received during the Contest Period. We reserve the right to extend the length of time the survey is in field to gather a minimum number of responses of 5000 before we award the prize. The prizes will be funded by Morrison Financial, and will be valid only for the future grocery retailer at 90 Collier Street. The selected entrants will be notified via email or telephone within one (1) week of the Contest draw and must provide their full mailing address, and proof of eligibility, as applicable, to a VIREO RESEARCH representative, and within one (1) week of being notified, in order to be declared a Contest winner ("**Winner**"), correctly answer, unaided, a time-limited mathematical skill-testing question (which may be administered by phone), must provide proof of eligibility, as VIREO RESEARCH may require, and complete, execute and return a Contest release ("**Release**") (described in greater detail in Section 6 below) to be declared a Winner and successfully claim the Prize or the Prize will be deemed forfeited and, at VIREO RESEARCH's discretion, awarded to an alternate Winner. VIREO RESEARCH is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or VIREO RESEARCH to receive a selected entrant's response. If the selected entrant cannot be contacted and/or the Prize is forfeited, VIREO RESEARCH may continue to draw random entries until another Winner is declared. If VIREO RESEARCH elects to offer the Prize to an alternate Winner, the selection and

notification of the alternate Winner will be made pursuant to the terms hereof, provided that the drawing for any alternate Winner will be made at a time later than the original drawing.

Provided that each Winner has executed and delivered the required Release described in Section 6 below, and any applicable tax forms, and that the Winner meets the eligibility requirements of this Contest, the Prize will be distributed within four to six (4 - 6) weeks after the Winner has been successfully contacted and fulfilled the requirements set out herein.

Prizes may not be exchanged for cash, are non-transferable, non-refundable, non-saleable, and must be accepted as awarded, without substitutions. No Winner is entitled to the dollar value of any Prize in lieu of the Prize itself and no Winner is entitled to the monetary difference between the actual Prize itself and the stated approximate Prize value, if any. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by VIREO RESEARCH. In the event a Prize, or any portion thereof, cannot be awarded as described in these Contest Rules, VIREO RESEARCH has the right, but not the obligation, to substitute a prize of equivalent or greater retail value. VIREO RESEARCH will not be responsible if weather conditions or other factors beyond VIREO RESEARCH's reasonable control prevent any Prize or part of any Prize from being fulfilled. All federal, provincial, and municipal taxes and any other costs and expenses associated with acceptance and use of any Prize that are not specified herein are the sole responsibility of the Winner.

- 5) **Operation of the Contest:** All entries become the property of VIREO RESEARCH which assumes no responsibility for (i) lost, stolen, delayed, damaged or misdirected entries; (ii) entries which fail to comply with the Contest Rules; and/or (iii) any failure of the Contest Website and/or Survey before the deadline for Contest entry, or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or failure of any entry to be received by VIREO RESEARCH on account of technical problems. Entrants agree to abide by the Contest Rules. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux (the "**Régie**") in connection with Quebec, VIREO RESEARCH reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, the Contest Rules and/or the Survey in any way, at any time, for any reason, without prior notice. Any changes will be posted on the Contest Website.
- 6) **Releases:** Each Winner will be required to execute and deliver to VIREO RESEARCH a legal release that confirms, among other things, as applicable: (i) the Winner's eligibility for the Contest and compliance with these Contest Rules; (ii) the Winner's acceptance of the Prize as offered;

(iii) the Winner's release of VIREO RESEARCH, its parent, related and affiliated companies and entities, subsidiaries, members, dealers, advertising, franchisees, promotional agencies, prize providers and each of their respective directors, successors, sponsors, partners, licensees, officers, subsidiaries, agents, employees, artists, advisors, assignees, and all others associated with the development and execution of the Contest (collectively, the "**Releasees**") from any and all liability in connection with this Contest or participation in any Contest related activities. These Contest Rules are additional to and do not supersede the Release and in the event of any conflict between the Release and these Contest Rules, the Release will prevail. In the event of any dispute concerning the operation of any element of the Contest or these Contest Rules, the decision of VIREO RESEARCH will be final.

- 7) **Indemnification:** By entering this Contest, each entrant acknowledges compliance with, and agrees to be bound by, these Contest Rules and by the decisions of VIREO RESEARCH, which are final and binding on all matters pertaining to this Contest. VIREO RESEARCH reserves the right to disqualify any entrant who does not abide by these Contest Rules or who tampers with the entry process. Entrants release and hold harmless the Releasees from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for physical injury, death, or property damage which the entrants or his/her administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance, use and/or misuse by the entrant of the Prize. In no event will VIREO RESEARCH be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of or relating to any entrant's participation in the Contest, or any entrant's acceptance, possession, participation in, use or misuse of the Prize or while traveling to or from any Prize-related activity.
- 8) **Conduct:** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted on the Contest Website throughout the Contest Period. The entrant agrees to be bound by any decision of VIREO RESEARCH in connection with the Contest, which will be final and binding in all respects. VIREO RESEARCH reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry and registration process or the operation of the Contest, the Contest Website, the Survey, or any VIREO RESEARCH website; and/or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO

DELIBERATELY DAMAGE THE CONTEST WEBSITE, THE SURVEY, THE VIREO RESEARCH WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THE CONTEST RULES AND CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, VIREO RESEARCH RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winner must at all times behave appropriately when taking part in the Contest, the Prize and any media obligations and observe the Contest Rules and any other rules or regulations in force online, and/or in any other medium, as may be applicable, or in any other locations. VIREO RESEARCH reserves the right to remove from any of these locations, any Winner, as applicable, who breaks such rules and/or fails to behave appropriately and to disqualify such Winner.

- 9) **Limitation of Liability:** VIREO RESEARCH assumes no responsibility or liability for lost, late, unintelligible, falsified, damaged, misdirected or incomplete entries, submissions, notifications, responses, replies or any release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to, malfunctions that may affect the transmission or non-transmission of an entry, submission, notification, response, reply, or release. VIREO RESEARCH is not responsible 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 administration of the Contest. VIREO RESEARCH assumes no responsibility 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, submissions, notifications, responses, replies or any release. VIREO RESEARCH is not responsible for any problems, failures or technical malfunction of any telephone network or 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 on account of any combination of the foregoing or otherwise. VIREO RESEARCH is not responsible for any injury or damage to an entrant or to any computer related to or resulting from participation in the Contest. The entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use or misuse of, or failure to receive any Prize. VIREO RESEARCH assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of VIREO RESEARCH, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or

corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website and/or Survey.

- 10) **Personal Information:** By participating in the Contest, each entrant: (i) grants to VIREO RESEARCH the right to use personal information, including his/her name, mailing address, telephone number, voice and/or likeness ("**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner.
- 11) **Governing Law:** The 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 applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over VIREO RESEARCH. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and VIREO RESEARCH in connection with the Contest will be governed by and construed in accordance with the laws of the province of Ontario and laws of Canada applicable herein, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- 12) **Language Discrepancy:** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry process, the Contest Website, the Survey, the VIREO RESEARCH website, and/or advertising in any and all media, the terms and conditions of the Contest Rules will prevail, govern and control. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English language version will prevail, govern and control.
- 13) **For Residents of Quebec:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.