

**"TAKE YOUR GANG TO THE SOUTH!" Contest (the "Contest")**  
**Contest Rules**

**NO PURCHASE REQUIRED. PURCHASES DO NOT IMPROVE CHANCES OF WINNING. CONTEST OPEN TO RESIDENTS OF QUEBEC ONLY. IF YOU DO NOT WANT TO COMPLY WITH THE RULES BELOW, DO NOT ENTER THE CONTEST.**

1. **CONTEST PERIOD, ORGANIZER AND SPONSOR:** Couche-Tard "Take Your Gang To The South!" Contest (hereinafter, the "**Contest**") is organized and administered by Couche-Tard (hereinafter, the "**Contest Organizer**"). Beach Day Every Day is the sponsor of the prizes (hereinafter, the "**Prize Sponsor**"). The Contest takes place at participating Couche-Tard establishments in Quebec from August 7, 2019, at 00:00 a.m. to September 3, 2019, at 11:59 p.m. (hereinafter, the "**Contest Period**"). Each entrant agrees to release the Contest Organizer, Beach Day Every Day, Bottling, their affiliates, officers, directors, agents, representatives and employees from any liability for possible injury, loss, damage, legal claim, or legal action of any kind resulting from entry in this Contest or acceptance of a Contest prize. Beach Day Every Day is a sponsor and not the administrator of the Contest.
2. **ELIGIBILITY:** The Contest is open to all residents of Quebec who have reached the age of majority on the date of entry into the Contest. Employees, agents and representatives of the Contest Organizer and the Prize Sponsor, their subsidiaries and affiliates, their advertising and promotional agencies, suppliers of prizes, materials and services related to the Contest or any other person directly related to the conduct of this Contest, as well as members of their immediate family, are excluded. For the purposes hereof, "immediate family" means fathers, mothers, brothers, sisters, children, legal or common-law partners and all persons with whom such employees, agents and representatives are domiciled.
3. **HOW TO ENTER THE CONTEST:** In participating establishments (subject to product availability and while supplies last), when purchasing one (1) Beach Day Every Day product from the following list:

Beach Day Every Day CANNEBERGE (1X473ML-C)  
Beach Day Every Day ORANGE 5,4% (1X473ML-C)  
Beach Day Every Day PUNCH 5,4% (1X473ML-C)  
Beach Day Every Day SANGRIA (12X355ML-C)  
Beach Day Every Day SANGRIA (1X473ML-C)  
Beach Day Every Day MELON D'EAU (1X473ML-C)

(hereinafter, the "**Participating Products**")

the consumer (hereinafter, the "**Consumer**") will receive a receipt containing a unique PIN (hereinafter, the "**Unique PIN**"). During the Contest Period, visit [www.concourscouchetard.com](http://www.concourscouchetard.com) to access the Contest entry page or visit the contest section in the Couche-Tard application, complete all mandatory fields of the entry form (hereinafter, the "**Entry Form**"), which possibly includes your first name, last name, date of birth, postal code, email address and telephone number with area code. Enter your Unique PIN and confirm that you have read, understood and accepted the Contest Rules and that you are 18 years of age or older by ticking the provided box, then click on the "Send" button. You will receive one (1) entry for each Unique PIN entered. All entry forms must be received by the end of the Contest Period. Entry forms that are incomplete, late, lost, irregular or submitted by any unauthorized method will be declared void and ineligible for the Contest, and will be rejected at the time of the draw.

4. **NO PURCHASE ENTRY:** To enter without purchase, write to us with your name, full address, city, province, postal code, telephone number (with area code), date of birth and email address and tell us, in at least 50 words, why you would like to win a prize in the Contest. Each no purchase entry must be original and substantively different, at the sole discretion of the Organizer. Send us your request during the Contest Period: (i) send your request by mail indicating "Take Your Gang To The South' Contest - No Purchase Entry Request" to the following address: 4204, boulevard Industriel, Laval, (Québec), H7L 0E3; (ii) send your request by email to [communaute@couche-tard.com](mailto:communaute@couche-tard.com). You will receive one (1) entry for each eligible mail or email no purchase entry request received by the Contest Organizer. There is a limit of one (1) no purchase entry per day per person during the Contest Period.

5. **PRIZES AND DRAW:** A total of two (2) prizes are offered which consist of one (1) cheque for a trip of 10 000\$ value each.

These prizes are collectively referred to as the "**Prizes**". Prizes may differ from those presented in the promotional materials of the Contest. The odds of winning depend on the total number of eligible entries received during the Contest Period.

6. **AWARDING OF PRIZES:**

The prizes: On September 17, 2019, in Laval, at approximately 10:30 a.m., a representative of the Organizer will randomly select two (2) eligible entries from among all eligible entries registered during the Contest Period. The odds of winning a Prize depend on the total number of eligible entries received during the Contest Period.

Prizes will be drawn in the order in which they appear in these Rules. Limit of one (1) Prize per household.

Within fourteen (10) business days of the draw, between 11:00 a.m. and 5:00 p.m., a representative of the Organizer will attempt to contact the selected entrants at the telephone number or email address listed on their entry form. If a selected entrant is contacted by email, he/she will be required to respond in accordance with the instructions provided therein, if any. If, after contacting a selected entrant by email, the Contest Organizer receives an email notification stating that the message could not be delivered, the Contest Organizer has the sole discretion to disqualify the entrant's entry or to attempt to contact the entrant by telephone. If an entrant cannot be contacted within the allotted time or is unable or unwilling to accept the Prize for any reason, that person forfeits the right to win a Prize; another entrant's name may then be randomly drawn for that Prize and the process will be repeated to contact that new entrant. No communication will be exchanged except with the selected entrants.

7. Prizes must be accepted as described in these Contest Rules and may in no event be transferred in whole or in part to another person, substituted for another Prize or exchanged for cash, subject to the following. In the event that it is impossible, difficult and/or more costly for the Contest Organizer to award a Prize (or part of a Prize) as described in these Contest Rules, the Contest Organizer reserves the right to award a Prize (or part of a Prize) of the same nature and equivalent value or, at the Contest Organizer's sole discretion, the monetary value of the Prize (or part of a Prize) as indicated in these Contest Rules.
8. **HOW TO CLAIM A PRIZE:** If you are selected as a potential Prize winner, you will be notified by email or telephone within fourteen (10) business days of the draw. Potential winners must correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a mandatory mathematical skill-testing question, sign a declaration and release form (the "**Declaration Form**") and return it to the Contest Organizer's designated representative by fax or email in the manner prescribed on this form within five (5) business days of receipt and must otherwise comply with these Rules.

Prizes will only be awarded to confirmed winners. If a potential winner of a Prize (a) fails to correctly answer the mathematical skill-testing question, (b) fails to properly complete the Declaration Form and return it within the required time, (c) fails to comply with these Contest Rules (as determined by the Contest Organizer in its sole discretion), (d) cannot be contacted in accordance with these Contest Rules for any reason and/or (e) cannot accept a Prize for any reason, he/she will then be excluded from the Contest (and must waive all rights to the Prize) and another draw will be held for an entrant to be selected for that Prize.

9. The Contest Organizer and Prize Sponsor assume no liability after delivering the Prizes, and each winner must assume the risk of loss or damage to their Prize after shipping. The Contest Organizer and the Prize Sponsor make no representation or warranty of any kind with respect to the appearance, safety or performance of a Prize.

#### **GENERAL TERMS AND CONDITIONS**

10. **Disclaimer of liability – Conduct of the Contest.** The Organizer, the Sponsor and any company, corporation, trust or other legal entity controlled by, or related to, them, their advertising and promotional agencies, employees, agents and representatives (hereinafter referred to as the "**Released Parties**") are not responsible for late, lost, damaged, misdirected, damaged, truncated, illegible or incomplete entry forms or no purchase entry requests. Proof of transmission (screenshot, etc.) does not constitute proof of delivery. The Released

Parties are not responsible for any problem that may arise, including technical failures related to telephone network lines, online computer systems, servers, Internet service providers, hardware, software, viruses, bugs, personal computer failures and/or software and hardware configurations or the non-reception of an email by the Organizer or an entrant for any reason, including line congestion on the Internet or on any website or any combination of these factors. The Released Parties are not liable for any damage to a user's system resulting from entering the Contest or downloading the information necessary to enter the Contest.

11. **Disclaimer of liability – Contest or Prize entry.** By entering or attempting to enter the Contest, any person releases the Released Parties from any liability for any damage they may suffer as a result of their entry or attempted entry in the Contest. By accepting a Prize, a selected entrant releases the Released Parties from any liability for any damage they may suffer as a result of the acceptance or use of their Prize.
12. **Disclaimer of liability – Inability to deliver a Prize.** The Organizer declines all responsibility in the event of the return of mail or courier service if a Prize could not be delivered due to the absence of a reply or the absence of a forwarding address. P.O. boxes are not accepted as a valid delivery address. The Organizer makes no representation or warranty of any kind with respect to the appearance, safety or performance of a Prize. Any entrant selected for a Prize acknowledges that the only warranty applicable to the Prize is the manufacturer's usual warranty. Any entrant selected for a Prize acknowledges that the obligations associated with the Prize become the responsibility of the suppliers of the services and products making up the Prize.
13. **Defective Unique PIN.** Subject to the foregoing, if the Unique PIN is illegible, does not comply with these Rules or does not work, the person in possession of a defective Unique PIN may, during the Contest Period, request a new Unique PIN in accordance with section 4 of these Rules (without having to provide a fifty [50] word text and by indicating "Defective Unique PIN" in their request), subject to availability.
14. **Ownership of forms.** The Organizer becomes the owner of all entry forms, no purchase entry requests and Declaration Forms received and these will under no circumstances be returned to their sender.
15. **Fraud.** The Organizer reserves the right to deny an entrant the right to enter the Contest or win a Prize if it determines, in its sole discretion, that the entrant has attempted to interfere with the proper functioning of the Contest by cheating, hacking, deception or other unfair practices (including the use of automated fast entry programs) or that he/she has attempted to annoy, abuse, threaten or harass other entrants, the Organizer or the Sponsor. The Organizer reserves the right to exclude any entrant who does not comply with these Contest Rules or who refuses to participate in any investigation concerning a lack of conformity. Any attempt by an entrant or any other person to deliberately damage a website or interfere with the proper conduct of the Contest, including any fraudulent claims, may constitute a violation of criminal and civil laws. In such a case, the Organizer reserves the right to seek remedies and damages to the fullest extent permitted by law. Any entrant involved in any of the above activities may be declared ineligible and any Prizes won may be forfeited. The Organizer reserves the unconditional right, at its sole discretion, to reject any entry form if it suspects that it has been generated by means of a script, macro control, robotic reproduction, programming or other automatic process, or if it violates the Contest Rules.
16. **Identity of the entrant.** In the event of a dispute as to the identity of the person who submitted an online entry form, the form will be deemed to have been submitted by the authorized account holder of the email address provided at the time of entry. The authorized account holder refers to the natural person who is assigned an email address by an Internet access or service provider or by any other organization responsible for assigning email addresses for the domain to which the given email address belongs. Selected winners may be required to provide proof of identity, including a driver's license or other photo identification.
17. **Cancellation/modification.** The Organizer reserves the right, at its sole discretion, to terminate the Contest in whole or in part, without notice, or to modify or suspend the Contest at any time, subject to the approval of the Régie des alcools, des courses et des jeux when required, in the event of fraud, technical defects, including of a network server or in the case of an equipment failure, viruses, bugs, programming errors, communication errors, or any other error or cause beyond the control of the Organizer that affects the management, integrity or security of the Contest or if any other factor disrupts the proper conduct of the Contest as provided in these Contest Rules.

In the event that the computer system is unable to register all Contest entries for a period of time for any reason whatsoever, or if Contest entry is terminated in whole or in part before the end date provided in these Rules, the draws may be made, at the Organizer's discretion, from among the other duly registered entries.

18. **Dispute.** Any dispute related to the conduct or organization of a promotional contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any dispute related to the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

19. **Waiver of Prize.** If a selected entrant is deemed ineligible, does not accept a Prize, does not correctly answer the mathematical skill-testing question, does not accept or fails to complete and return the Declaration Form or if the Prize is returned because the recipient is not found, the selected entrant will be deemed to have forfeited the Prize. The Organizer may then, at his sole discretion, randomly select another winner.
20. **Access to the website.** The Organizer does not warrant that access to or use of the Contest website is uninterrupted or error-free.
21. **Access to the Couche-Tard application.** The Organizer does not guarantee that access to or use of the Couche-Tard application is uninterrupted or error-free.
22. **Number of Prizes.** Under no circumstances may the Organizer be required to award more Prizes than stated in these Contest Rules.
23. **Authorization/Personal Information.** By entering the Contest, any entrant selected for a Prize authorizes the Organizer, Sponsor and their representatives to use his/her name, photograph, image, voice, place of residence and/or statement relating to the Prize for publicity purposes, without any form of compensation. No communication, commercial, or otherwise, not related to the Contest will be sent to the entrant, unless he or she has otherwise consented.
24. **Severability of sections.** If any section of these Rules is declared or deemed illegal, unenforceable or void by a court of competent jurisdiction, then that section shall be deemed void, but all other sections not affected shall be applied to the extent permitted by law.
25. **Applicable laws.** This Contest is subject to all federal and provincial laws of the province of Quebec.

COUCHE-TARD INC. 4200, boulevard Industriel, LAVAL, QUÉBEC, H7L 0E3