

“THE 4 DOWNS – FLAMINGO 2020” CONTEST

CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. “THE 4 DOWNS – FLAMINGO 2020” contest (the “Contest”) is sponsored by Olymel L.P. (the “Contest Organizer”). The Contest runs online from January 6, 2020, at 12:00 a.m. (ET) to February 2, 2020, 11:59 p.m. (ET) (the “Contest Period”). This Contest is not sponsored, administered or associated with Facebook.

ELIGIBILITY

2. The Contest is open to all residents of Canada who have reached the age of majority in their province of residence when they enter. Employees, representatives and mandataries of the Contest Organizer, any company, corporation, trust or other legal entity controlled by or affiliated with them, their advertising and promotional agencies, suppliers of material or services related to this Contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse and any individual with whom such employees, representatives or mandataries are domiciled are not eligible.
3. By entering the Contest, entrants agree to be bound by and accept the terms and conditions of these rules (the “Contest Rules”) and any decision by the Contest Organizer in its capacity as Contest Organizer and sponsor is final and without appeal in all matters relating to this Contest, subject to any ruling by the Régie des alcools, des courses et des jeux du Québec on any matter within its jurisdiction. The terms “you,” “your” and “entrant” refer to persons participating in the Contest. To be eligible to win a Prize, entrants must respect all the requirements set out in these Contest Rules.

HOW TO ENTER

4. To enter the Contest:
 - 4.1. Enter the Universal Product Code (“UPC”) of a participating Flamingo product on the Flamingo website at <https://www.flamingo.ca/4essais> (the “Contest Website”) and complete the entry form. You must enter the UPC of a participating product, your full name, email address and phone number. By confirming that you have read, understood and accept the Contest Rules by checking the corresponding box, you also release Facebook from any liability regarding this Contest. You will gain one (1) entry into the Grand Prize draw and the weekly Prize draw corresponding to the week in which you entered, as follows:

Weekly Entry Periods (each a “Weekly Entry Period”)	Date
Week 1	January 6, 2020, 12:00 a.m. to January 12, 2020, 11:59 p.m.
Week 2	January 13, 2020, 12:00 a.m. to January 19, 2020, 11:59 p.m.
Week 3	January 20, 2020, 12:00 a.m. to January 26, 2020, 11:59 p.m.
Week 4	January 27, 2020, 12:00 a.m. to February 2, 2020, 11:59 p.m.

4.2 ADDITIONAL ENTRIES FOR THE WEEKLY PRIZE DRAW. If the UPC belongs to the featured product of the week in which the entrant entered, the entrant will obtain four (4) chances (as opposed to one (1) chance) to win the corresponding weekly Prize.

4.2.1 The featured products are: Chicken Strips (week 1), Popcorn Chicken (week 2), Nacho Style Chicken Strips (week 3), and Southern Style Crispy Chicken (week 4).

For example, if an entrant submits an entry form on January 8, 2020 with the CPU of Flamingo Chicken Strips, the entrant will gain one (1) entry for the Grand Prize and four (4) entries for the weekly Prize drawn for week 1 of the Contest.

4.3 ADDITIONAL ENTRIES FOR THE GRAND PRIZE DRAW

4.3.1 Entering in more than one Weekly Entry Period increases the chances of winning the Grand Prize, as follows: one (1) entry earns 1 chance to win the Grand Prize, two (2) entries earn 8 chances to win the Grand Prize, three (3) entries earn 12 chances to win the Grand Prize, and four (4) entries earn 16 chances to win the Grand Prize.

4.3.2 FACEBOOK. Once they have completed the entry form, entrants can visit Flamingo's Facebook page during the Contest Period to obtain two (2) more chances to win the Grand Prize.

4.3.3 SIGN UP FOR OLYMEL’S NEWSLETTER. When completing the entry form, entrants have the option to sign up for Olymel’s newsletter on Flamingo products. Doing so will give the entrant four (4) more chances to win the Grand Prize. Entrants may unsubscribe at any time. In such a case, all their entries to the Contest remain valid.

4.4. LIMITS. Entrants must respect the following limits, failing which they could be disqualified:

- 4.4.1 Use one (1) email address if the entrant has more than one;
- 4.4.2 One (1) entry with a UPC per week;
- 4.4.3 One (1) Facebook account per person;
- 4.4.4 One (1) subscription to the newsletter (as described in 4.3.3);
- 4.4.5 One (1) weekly Prize per person.

PRIZES

5. Five (5) prizes (the “Prize”) will be awarded during the Contest Period:

5.1 One (1) Grand Prize consisting of:

- two (2) \$2,000 prepaid credit cards — Note that the prepaid credit cards expires after 1 year.
- one (1) \$1,000 Vividseat gift card — Assistance with the ticket purchase on vividseats.com is available for French-speaking winners.

5.2 Four (4) weekly Prizes with a value of \$500 each in collaboration with BMR:

- one (1) \$500 gift card valid at any BMR store;*
- one (1) combo — Smoker & charcoal BBQ with BBQ charcoal bags — approximate value of \$500;
- one (1) trio — Tailgate (mini Weber BBQ, shelter and folding picnic table) — approximate value of \$500;
- one (1) trio — Everything you need to host a Superbowl party (red fridge, wood cooler and Google mini) — approximate value of \$500.

6. The following conditions apply to Prizes in the form of gift cards and gift certificates:

6.1 Must be presented at the time of purchase;

6.2 Not refundable or exchangeable for cash;

6.3 Not refundable or replaceable in case of loss, theft, mutilation, alteration or unauthorized use;

6.4 Cannot be reproduced;

6.5 Cannot be combined with any other offer or promotion unless otherwise indicated by the issuer;

6.6 Subject to any other restrictions and conditions indicated on the card or certificate or that may be communicated by their issuers or by the Contest Organizer;

6.7 By using the BMR gift card, the winner confirms that they accept the terms and conditions indicated on the card holder and on www.bmr.co. This gift card is issued by Services Financiers Groupe BMR Inc. and is valid only for merchandise purchased at participating BMR merchants. It cannot be exchanged for cash unless the balance is \$5 or less. It is not refundable in case of theft, loss or destruction. The value of the gift card will be applied against the cost of purchases and any balance will appear on the bill. If the value of the gift card does not cover the cost of the purchase, the balance must be paid using another form of payment accepted by the store. The card balance can be checked online at www.bmr.co or with a cashier at a participating BMR store.

7. **Odds of winning.** Odds of winning the Grand Prize depend on the number of eligible entries received during the Contest Period. Odds of winning the weekly Prize depend on the number of eligible entries received during the week in question.

DRAWS

8. A random computerized draw will take place at the offices of Cartier, Flamingo's mandatory, located at 801-4446, Boulevard Saint-Laurent, Montréal, at 10:00 a.m. (ET) on the following dates to select four (4) entrants for the weekly Prizes from the entries received during each of the four (4) Weekly Entry Periods, and one (1) entrant for the Grand Prize from the entries received during the Contest Period. The weekly Prizes will be awarded in the following order:

DRAW DATE	PRIZE
January 13, 2020	Week 1 Prize
January 20, 2020	Week 2 Prize
January 27, 2020	Week 3 Prize
February 3, 2020	Week 4 Prize
February 6, 2020	Grand Prize

9. The winners will be announced on February 10, 2020 on Flamingo's Facebook page at <https://www.facebook.com/flamingo.ca/> and on Flamingo's Website at www.flamingo.ca/4essais. The winners will be contacted by telephone or by email.

AWARDING OF PRIZES

10. To be declared a winner, each entrant drawn must:

10.1 be reached by the Contest Organizer at the telephone number or email address provided at the time of entry, within three (3) business days following the draw;

10.2 sign and return to the Contest Organizer, within three (3) days of receipt, the duly completed Declaration and Release form, which confirms compliance with these Contest Rules and releases the Contest Organizer from any and all liability in connection with the Contest (the "Release Form").

10.3 correctly answer the mathematical skill-testing question appearing on the Release Form; and

10.4 on request and in a timely manner, furnish valid photo identification featuring information as it appears on the entry form.

11. Failure to comply with any of the conditions mentioned in these Contest Rules or to accept the Prize may result in the entrant's disqualification. If, despite reasonable efforts, the Contest Organizer cannot reach the selected entrant within the time set out above, the selected entrant may be disqualified, in which case the Contest Organizer may, at its sole discretion, cancel the Prize or hold a new draw until an entrant is selected and declared a winner.
12. Within two (2) weeks following receipt of the duly completed Release Form, the Contest Organizer will send the winner their Prize by mail or messenger where such delivery method is possible, or inform the winner of the procedure to collect the Prize.

GENERAL CONDITIONS

13. **VERIFICATION.** Entry forms and Release Forms are subject to verification by the Contest Organizer. Any entry form or Release Form that is incomplete, illegible, manually or mechanically reproduced, mutilated, fraudulent, obtained from an unauthorized source, registered or submitted late, bearing an invalid email address or phone number, not bearing the correct answer to the mathematical skill-testing question or otherwise non-compliant shall be rejected and, as the case may be, shall not give rise to an entry or a Prize.
14. **DISQUALIFICATION.** The Contest Organizer reserves the right to disqualify a person or to cancel the entry or entries of a person who takes part or attempts to take part in this Contest in violation of these Contest Rules or engages in unfair practices with respect to other entrants (e.g. entries exceeding the allowed limit).
15. **CONDUCT OF THE CONTEST.** Any fraud or attempt to deliberately damage any website related to the Contest or to undermine the legitimate operation of the Contest is a violation of civil and criminal laws. If any such attempts are made, the Contest Organizer reserves the right to reject the entrant's entries and to seek redress under the law. The Contest Organizer shall not be held liable in any manner whatsoever to other Contest entrants in the event of any fraud being committed.
16. **ACCEPTANCE OF PRIZES.** Prizes must be accepted as described in these Contest Rules. Under no circumstances may they be transferred to another person, substituted, exchanged for another prize or redeemed for money, in whole or in part, except as provided in the section below.
17. **SUBSTITUTION OF PRIZES.** In the event that it is impossible for the Contest Organizer to award a Prize as described in these Contest Rules or if circumstances beyond the control of the Contest Organizer so require, the Contest Organizer reserves the right to award a different prize (or a portion thereof) of the same kind and of equivalent value or, at its sole discretion, the monetary value of the Prize (or a portion thereof), including in the event where it would be impossible, difficult

and/or more costly for the Contest Organizer to award the Prize as described in these Contest Rules.

18. **LIMITATION OF LIABILITY: USE OF THE PRIZE.** By participating in this Contest, any entrant selected for a Prize releases the Contest Organizer, BMR, any company, corporation, trust or other legal entity controlled by or related to the Contest Organizer, their advertising and publicity agencies, as well as their employees, representatives, agents and mandataries (collectively the “Released Parties”) from any damage they may suffer as a result of accepting or using the Prize.
19. **LIMITATION OF LIABILITY: FACEBOOK.** By participating in this Contest, entrants release Facebook and its affiliates, directors, officers, agents and employees from any claim arising from or in connection with the organization of this Contest and from any damage they may suffer as a result of using this platform to participate in this Contest.
20. **CONTEST WEBSITE.** The Contest Organizer does not warrant in any way that the Contest Website or any website linked to it will be accessible or functional without interruption during the Contest Period or that these will be free of errors.
21. **LIMITATION OF LIABILITY: PRIZE PROVIDER.** Any entrant selected for a Prize acknowledges that upon awarding of the Prize, the obligations associated therewith become the responsibility of the provider offering the Prize.
22. **PRIZE WARRANTY.** Any entrant selected for a Prize acknowledges that the only warranty applicable to the Prize is the standard manufacturer warranty, if applicable.
23. **LIMITATION OF LIABILITY: OPERATION OF THE CONTEST.** The Released Parties will not and cannot be held responsible for (i) any incorrect, lost, damaged, late, incomplete, misdirected, deleted, defective or modified Contest entry form, regardless of the cause, including a breakdown of the Contest Website; (ii) any change of email or residential address after submission of the Contest entry form; (iii) the malfunction of any computer component, software, network or communication line; and the loss or absence of network communication or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network, regardless of the cause, and that could limit or prevent any person from reading these Contest Rules or entering the Contest. The Released Parties also disclaim all liability for any damage or loss that may be caused, directly or indirectly, in whole or in part, from the downloading of any webpage, software or other item and the transmission of any information related to entry in the Contest.

24. **MODIFICATIONS TO THE CONTEST.** The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest, in whole or in part, if any event or human intervention occurs that could corrupt or affect the administration, security, impartiality or conduct of the Contest as set forth in these Contest Rules, subject to approval by the Régie des alcools, des courses et des jeux du Québec (the “Régie”), if required.
25. **TERMINATION OF CONTEST ENTRY.** In the event that the computer system cannot register all Contest entries during the Contest Period for whatever reason, or if entry in the Contest must be terminated in whole or in part before the end of the Contest Period, Prizes that have not yet been awarded may be awarded by random draw from the Contest entries duly registered during the Contest Period or up to the date of the event ending the Contest.
26. **PRIZE LIMIT.** In no event shall the Contest Organizer be required to award more prizes than indicated in these Contest Rules or to award a prize otherwise than in compliance with these Contest Rules.
27. **LIMITATION OF LIABILITY: CONTEST ENTRY.** By entering or attempting to enter the Contest, a person releases the Released Parties from all liability for any damages that may occur due to their participation or attempted participation in the Contest.
28. **AUTHORIZATION.** By entering this Contest, any entrant selected for a Prize authorizes the Contest Organizer and its representatives to use, if required, their name, photo, likeness, voice, place of residence and/or statement regarding the Prize for publicity purposes, without any form of compensation.
29. **COMMUNICATION WITH ENTRANTS.** No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Contest Rules or at the entrants’ initiative.
30. **PERSONAL INFORMATION.** Entrants’ personal information collected for the purpose of the Contest will be used solely for the purpose of administering the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants unless they have otherwise agreed to receive such communications.
31. **COOKIES.** Entrants are informed that, when they access the Contest Website, a cookie may be stored on their computer’s hard drive, as applicable. A cookie is a small computer file that allows the user’s navigation on the Contest Website to be recorded. Cookies are used to identify each entrant in order to allow them to access the information on the Contest Website more quickly and to avoid the necessity of re-entering any data. Cookies cannot damage the data that is contained on the user’s computer and/or other digital device in any way. Entrants have the option of prohibiting the storing of the cookie, or of being informed whenever a cookie is

- stored on the user's hard drive/in the memory of the user's digital device, by configuring their browser software (the entrant is encouraged to consult the conditions of use for the browser in question with respect to this feature). If such a configuration is used, the entrant will still be able to access the Contest Website and to enter the Contest.
32. OWNERSHIP. Release Forms are the property of the Contest Organizer and will not be returned to entrants under any circumstances.
 33. INTELLECTUAL PROPERTY. The reproduction, representation or use of the elements comprising this Contest, in whole or in part, is strictly prohibited. All brands or names of products or services mentioned are trademarks or names of products or services and belong to their respective owners.
 34. ENTRANT IDENTIFICATION. For the purposes of these Rules, the entrant is the person whose name appears on the entry form and the Prize will be awarded to this person should they be declared a winner.
 35. CONTEST ORGANIZER'S DECISION. Any decision of the Contest Organizer or its representatives regarding this Contest is final and binding, subject to any decisions by the Régie des alcools, des courses et des jeux du Québec in relation to matters under its jurisdiction.
 36. DISPUTES. For residents of Quebec, any dispute regarding the organization or conduct of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux du Québec for resolution. Any litigation with respect to the awarding of a prize may be submitted to the Régie for the purpose of helping the parties reach a settlement.
 37. UNENFORCEABILITY. This Contest is subject to all applicable federal, provincial and local/municipal laws and is void where prohibited by law. If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court of law, that section will be considered invalid, but all unaffected sections will be applicable to the extent permitted by law.
 38. LANGUAGE. In case of divergence between the French and English versions of these Contest Rules, the French version shall prevail.

APPENDIX 1 List of Participating Featured Products

WEEK	PRODUCT
Week 1 (January 6 to January 12, 2020)	Chicken Strips
Week 2 (January 13 to January 19, 2020)	Popcorn Chicken
Week 3 (January 20 to January 27, 2020)	Nacho Style Chicken Strips
Week 4 (January 28 to February 2, 2020)	Southern Style Crispy Chicken

APPENDIX 2 List of Participating Products

Ailes de poulet épicées et croustillantes
Ailes de poulet BBQ douces et croustillantes
Ailes de poulet Buffalo
Ailes de poulet BBQ
Ailes de poulet saveur miel et ail
Lanières de poulet
Languettes de poulet poivre
Pépites de poulet
Burgers de poulet
Frites de poulet
Poulet Panko parmesan
Bouchées de poulet style Nachos
Poulet Pop Corn
Bouchées de poitrine de poulet BBQ
Bouchées de poitrine de poulet
Filets de poitrine de poulet
Style poulet frit désossé et croustillant BBQ cajun
Style poulet frit désossé et croustillant
Pépites de poitrine de poulet sans gluten
Burgers de poulet sans gluten
Lanières de poitrine de poulet sans gluten
Filets de poitrine de poulet sans gluten
Burgers de poulet non panés
Tournedos de poitrine de poulet
Souvlaki de poulet
Brochettes de poitrine de poulet chimichurri