



OFFICIAL RULES

CONTEST NAME _ Avocados from Mexico Contest _____ (the **Contest**)

DATE _____ April 10th, 2025 _____

1. **ORGANIZER.** The contest is held by Metro Richelieu inc. (Metro), the “**Contest Organizer**”). Avocados from Mexico is not an administrator of this contest.
2. **CONTEST PERIOD.** The Contest will run during the following period (“**Contest Period**”)

Contest Start

Date: _____ April 10th, 2025 _____

Time: _____ 8:01 AM Eastern Time (ET) _____

Contest End

Date: _____ May 7th, 2025 _____

Time: _____ At participating Stores’ Closing Time _____

3. ELIGIBILITY

The Contest is open to residents of _____ Ontario _____ who are of the age of majority at the time of entry.

The following are excluded: directors, officers, executives, employees, agents and representatives of the Contest Organizer, its parent company, or any company, trust or other legal entity controlled by or affiliated with them, of Facebook if Contest is run on Facebook, of participating stores, advertising and promotional agencies, suppliers of prizes, goods and services related to this Contest, as well as the individuals with whom they reside (whether related or not).

4. NO-PURCHASE-REQUIRED ENTRY

No purchase required to enter or win. A purchase does not increase odds of winning.

The Contest will run in __132__ participating stores in Ontario (the “**Participating Stores**”).

MOI member — To enter, you must be a MOI program member. If you are not a member, you can sign up at programmemoi.ca, on metro.ca or in a Metro store. Simply fill in the registration form, entering your first and last names, full address, phone number(s), birth date and email address. If you sign up online, choose a username and password. If you are already a MOI member, make sure that the information you provided in joining the MOI program is up to date, and consent to having it used for this Contest.

Entry — During the Contest Period, an eligible person may enter the Contest by purchasing one (1) Participating Product (a “Participating Product”) from a Participating Store or online with “metro my grocer online” at metro.ca and using his or her MOI Card at the time of such purchase. The list of Participating Products can be found in Appendix 1 of these Rules. An eligible person will automatically receive one (1) entry regardless of the number of Participating Products purchased in the same transaction from a Participating Store or online with “metro my grocer online” at metro.ca during the Contest Period, if such person purchases a minimum of one (1) Participating Product in the same transaction.

The participant who returns and obtains a refund on the participating product might see his or her entry cancelled by the Organizer, at the discretion of the Organizer. Note that the participant would then have the option of participating without purchase through the *No-purchase entry* mode as described below.

No-purchase entry. To participate without purchase, hand-write a legible and original letter of at least 50 words explaining why you like the “**Avocados from Mexico**” contest, including your full name, full address including postal code, phone number, and e-mail address, MOI member’s number and mail the letter with sufficient postage to: Customer Care, 11011 Maurice-Duplessis, Montreal, Quebec, H1C 1V6, so that it is received at the latest on May 7th, 2025 or postdated of the said-date. Your letter will be validated by a representative of the Organizer and your entry will be added to the data base.

Limit. Entrants must respect the following limits, failing which they will be disqualified:

- One (1) entry per person per day, whether entry is with purchase or without;
- One (1) prize per person per household.
- For the no-purchase entries, the Organizer will accept only one (1) letter per day, per envelope, per person.

5. PRIZES

The prizes to be won and their approximate retail value are:

Description (with inclusions and special conditions)	Number of prizes	Approximate value of each prize
A Metro Gift Card	Five (5)	\$ 150 CAD

Odds of winning and number of prizes

Description of each prize	Odds of winning by prize
Metro gift card	Depend on the number of eligible entries received during the Contest Period.

Manufacturer's warranty only. No warranty other than the prize manufacturer or suppliers standard warranty shall be applicable. The Organizer's bears no liability relating to the prize once it is delivered.

Conditions applicable to Metro gift cards and other prizes. The prize is subject to the prize supplier's terms and conditions of use.

6. DRAW

Date: June 7th, 2025

Place: 11011 Maurice-Duplessis, Montréal Qc. H1C 1V6__.

Draw details: Random draw of five (5) entries, from among all eligible entries received during the Contest Period.

7. CLAIMING PRIZES

To be declared a winner, a selected entrant must:

- be reached by phone or email, at the Contest Organizer's sole discretion, within ten (10) days of the draw. Any selected entrant that the Organizer, having taken appropriate and reasonable measures, has not been able to reach within that time shall be disqualified, and there will be a new draw to award the prize. A selected entrant reached by email must reply according to the instructions therein, if any. Any prize notification email with an "undeliverable message" shall result in the entrant's disqualification and the selection of a new entrant;
- sign the Declaration and Release Form sent by the Organizer and return it to the Organizer within 15 days of receipt.

- c) answer a mathematical skill-testing question correctly, without assistance or mechanical aid;
- d) provide photo ID, upon request and in a timely fashion;

Failure to comply with the conditions set out in these Rules or to accept his/her prize will result in the selected entrant's disqualification. In which case, the Contest Organizer may, at its sole discretion, cancel the prize or draw again from among the remaining eligible entries until an entrant is selected and declared the winner. If no entrant is declared the winner in sixty (60) days following the initial draw, the prize will be cancelled.

Within two (2) to four (4) weeks of receiving the duly completed and signed Declaration and Release Form, the Contest Organizer will contact the winners with information on how to collect their prizes.

Non-acceptance of a prize. A selected entrant's refusal to accept a prize under the terms of these Rules releases the Contest Organizer from any obligation related to awarding the prize to said person.

Awarding of prizes. No prize shall be given until the winner is confirmed. Prizes are not transferable and must be accepted as awarded without substitution or cash in lieu, except at the Organizer's sole discretion. The Organizer reserves the right to substitute a prize (or part of a prize) of similar nature and equal value, or, at its sole discretion, the cash value of the prize (or part of the prize) indicated in these Rules.

Prize claiming costs. Winners are responsible for all costs and expenses incurred by them in claiming or using a prize.

Limited prizes. In no event shall the Contest Organizer be required to award more prizes than indicated in the Contest Rules or to award prizes otherwise than according to Contest Rules.

8. GENERAL CONDITIONS

Disqualification. All Contest-related documents, including but not limited to, entry forms, scratch cards, and Declaration and Release Forms, are subject to verification by the Contest Organizer. Contest Organizer reserves its rights, at its own discretion, to cancel any entry if such Entry was made by purchasing a product or products which was/were later returned by the participant. Such participant will have the opportunity to enter the Contest using the "No purchase required entry" if the delay set in these Rules is respected. Incomplete, illegible, mutilated, fraudulent or deteriorated entries as well as entries containing printing or other errors or that have been tampered with, spoiled, modified, falsified, reproduced or illegally obtained shall be rejected. Entrants who do not comply with these Rules are subject to be excluded from this Contest and any future contests and promotions the Organizer may hold, including, but not limited to, any entrant guilty or suspected: (i) of tampering with materials, entry forms, entry processing or the Contest's conduct or any technical or mechanical element of the Contest, or (ii) of deliberately damaging Contest-related Web sites, Web pages or applications or of sabotaging the legitimate conduct of this Contest, or (iii) of breaking these Rules, or (iv) of using means that do not comply with the Rules or are unfair to other entrants, or (v) to have obtained entries exceeding the authorized limit provided in the Rules, or (vi) to have used several names, identities, e-mail addresses and/or any automated system or program to enter or participate in the Contest, or (vii) to have disrupted the conduct of the Contest in any other way, or (viii) of acting unfairly or to adversely affect, annoy, abuse, threaten or harass another person. Any attempt by an entrant or other person to deliberately damage a web site, equipment, application or technology used for the contest or interfere with the legitimate operation of the contest constitutes a violation of civil and criminal laws. The organizer reserves the right, in such case, to report said person to the authorities and demand from said person all damages allowed by law.

Declaration and Release Form. By entering or attempting to enter this Contest, any selected entrant releases and holds harmless the Contest Organizer, its parent company, any company, corporation, trust or other legal entity controlled by or affiliated to them, any Participating Store, Facebook in the case of a Facebook contest, their advertising and promotional agencies, Ferrero Canada Limited, as the prize provider, as well as their respective directors, officers, associates, employees, agents, representatives, successors and assigns (collectively the “**Released Parties**”) from any and all liability relating to the Contest (participation, conduct, advertising, rules, etc.) or the prize (claim, use, etc.). In order to be declared a winner, selected entrants will have to sign a Declaration and Release Form confirming their compliance with the Contest Rules and this release of liability in favour of the Released Parties.

Limitation of liability. Without limiting the generality of the above release, the Released Parties disclaim any and all liability for any of the following: (i) any misprint (or other error) found in the offer or documents regarding the administration of the Contest, including, but not limited to, errors in the promotion, official Contest Rules, announcement of the winner(s), awarding of the prize(s), or any malfunctioning of or problems or technical difficulties with any networks, phone lines, SMS systems, computer component, software or communications line, loss or lack of network communications, or any transmission that is faulty, incomplete, incomprehensible or erased by any computer, server or service provider or software, virus, bug, PC failure, software and hardware configuration, or failed transmission of any email or other communication to the Contest Organizer or to an entrant for whatever reason, including any network congestion or web site crash that may limit a person's ability to participate in the Contest; (ii) late, lost, stolen, damaged, undelivered, improperly delivered, incomplete or inaccurate entries; (iii) failure to receive entries due to transmission problems or any other technical failure, including, but not limited to, the malfunctioning of any network, server, service provider, hardware or software, whether attributed to the sender or the recipient that may limit or prevent a person's participation in the Contest; (iv) any damages that may be caused, directly or indirectly, in whole or in part, notably to entrant's or other person's system or device, by any Web page, software or other download or by the transmission of any information concerning the Contest.

All entrants agree to release Ferrero Canada Ltd. and its affiliates, officers, directors, agents, representatives and employees (collectively, “Ferrero”) from and against any injuries, losses, damages, claims, actions, and liabilities of any kind resulting or arising from participation in this contest and/or acceptance, possession, use, misuse or nonuse of any prize.

Web site. The Contest Organizer does not guarantee that access to or use of the Contest Web site or “metromonepicier” Facebook page on the Facebook platform will be uninterrupted during the Contest Period or error-free.

Contest cancellation, suspension or modification. The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest, in whole or in part, should human intervention or an event occur, such as a system problem with registering all entries, that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.

Termination of participation in the Contest. Should the Contest have to close, in whole or in part, before the end of the Contest Period, the Contest Organizer may, at its sole discretion, proceed with a random draw from among the eligible entries duly registered during the Contest Period or, as the case may be, up to the date of the event ending this Contest.

Personal information. By participating, entrants consent to the collection, use and disclosure of their personal information by the Organizer and/or its authorized agents for the purpose of administering the Contest and awarding prizes. In accepting a prize, a winner authorizes the Contest Organizer and its representatives to use, if need be, his/her name, address (city, province), voice, statements, photo,

likeness and other representations and recording for advertising purposes in all media including, but not limited to, the Internet, without further notice or compensation. Each entrant may be required to sign a document to that effect.

Intellectual property and copyright. In submitting a photo, composition, design or other work (the “**Work**”) for this Contest, the entrant guarantees that the work is free of third-party rights and that the entrant, holding all required rights, submits the Work and authorizes, including, but not limited to, its use, modification, transfer, adaptation, publication, communication, or distribution in any format, media or technology whatsoever, including, but not limited to, television, information technology, wireless or online. The entrant agrees to provide, upon request, proof that he/she holds the copyright/intellectual property rights to the Work and indemnify and hold harmless the Contest Organizer from and against all claims, actions, proceedings arising from any use of the Work.

Ownership. All Contest-related information and documents, including but not limited to, entry forms, scratch cards, and Declaration and Release Forms, information of a technical or operational nature or regarding designs, information systems, software, logos, trademarks and intellectual property are and remain the sole property of the Contest Organizer and will in no case be returned to participants.

Entrant identification. For the purpose of the Contest Rules, the entrant is the person whose name appears on the entry form, and the prize will be awarded to this person if he/she is selected and declared a winner. In the event of a dispute regarding the identity of the person who submitted an entry form, it will be deemed to have been submitted by the authorized account holder associated with the email address provided at the time of submission. “Authorized account holder” is defined as the natural person to whom an email address is assigned by an Internet or online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Contest Organizer’s Decisions. Any decision by the Contest Organizer or its representatives regarding the Contest is final and without appeal.

Facebook. If the Contest is hosted on Facebook, by entering, Contest participants confirm that they indemnify and hold harmless Facebook from and against all liability and damages whatsoever arising from their participation in the Contest and acknowledge that the Contest is in no way sponsored, approved or administered by or associated with Facebook. Information provided by entrants is provided to the Contest Organizer and not to Facebook.

Miscellaneous. By entering the Contest, entrants agree to be bound by the Contest Rules and the decisions of the Organizer, which are final and without appeal in all matters, including, but not limited to, decisions regarding entry eligibility or disqualification and awarding of prizes. The Contest is subject to all applicable laws and regulations. Only selected entrants will be contacted. If a section of the Contest Rules is declared invalid or unenforceable by a court of competent jurisdiction, that section shall be considered invalid; all unaffected sections will remain valid.

Contest Rules in French and English. In the event of a conflict between the terms of the Contest rules in French and the terms of the Contest rules in English, the terms of the Contest rules in French shall prevail.

Contest Rules. The Contest Rules are available at metro.ca and at Participating Stores.

APPENDIX 1

PARTICIPATING PRODUCTS

Description	Code SAP
Tia Rosa Tortilla Flour	42363301
Tia Rosa Tortilla yellow corn	42363501
Avocados	All Avocados available in store