

## **“MENTOS FRIENDATE” CONTEST**

### **Contest Rules**

1. The “MENTOS FRIENDATE” Contest is held by Perfetti Van Melle (the “Contest Organizers”). The Contest runs on Instagram from October 27, 2017 at 00:01 a.m. (ET) to November 30, 2017 at 11:59 p.m. (ET) (the “Contest Period”).

### **ELIGIBILITY**

2. The Contest is open only to residents of Quebec and Ontario who have reached the age of majority in their province of residence and have an Instagram account (an Instagram account can be created for free at [www.instagram.com](http://www.instagram.com)). Employees, representatives and mandataries of the Contest Organizers, any company, corporation, trust or other legal entity controlled by or connected to them, their advertising and promotion agencies, suppliers of prizes, products and services related to this Contest, as well as any members of their immediate families (brothers, sisters, children, father, mother), legal or common-law spouses, and all persons with whom such employees, representatives or mandataries reside are not eligible to enter the Contest.

### **HOW TO ENTER**

3. **NO PURCHASE NECESSARY.**
4. Please read these Contest Rules carefully before entering the Contest. To enter the Contest, you must have an Instagram account and make sure that you can post publicly and that commenting, notification and direct messaging features are activated.
5. To enter the Contest, proceed as follows:
  - 5.1 Follow Mentos’s Instagram account;
  - 5.2 Find the post promoting this Contest on Mentos’s Instagram account (“Contest Post”) and comment in the following manner:
    - 5.2.1 Name your best friend with whom you would like to enjoy a prize if you are selected as one of the winners of this Contest. By identifying your best friend, you confirm that you have the person’s authorization to this effect.
    - 5.2.2 Indicate your province of residence (Quebec or Ontario) in your comment.
  - 5.3 By following the procedure described in rule 5.2 hereinabove, you confirm that you have read and agree to these Contest Rules and will obtain one (1) entry in the Contest.
6. Limits. Entrants must comply with the following limits, failing which they may be disqualified:

- 6.1 Only one (1) Instagram account per entrant when he has more than one;
- 6.2 Only one entry per person.

## **PRIZES**

7. In total, ten (10) prizes are offered, for a total approximate value of \$1,500.
  - 7.1 For residents of Ontario, a total of five (5) prizes are offered, for a total approximate value of \$800, consisting of:
    - One (1) gift card of an approximate value of \$250 from Dish Cooking Studio;
    - One (1) gift card of an approximate value of \$150 from Baro restaurant;
    - One (1) gift card of an approximate value of \$250 from Hammam Spa;
    - One (1) gift card of an approximate value of \$100 from The Backyard Axe Throwing League (BATL);
    - One (1) gift card of an approximate value of \$50 from Cineplex Cinemas.
  - 7.2 For residents of Quebec, a total of five (5) prizes are offered, for a total approximate value of \$700, consisting of:
    - One (1) gift card of an approximate value of \$200 from La Guilde Culinaire;
    - One (1) gift card of an approximate value of \$200 from Bota Bota;
    - One (1) gift card of an approximate value of \$150 from Laurie Raphaël restaurant;
    - One (1) gift card of an approximate value of \$150 from Ski Bromont station;
    - One (1) gift card of an approximate value of \$50 from Cineplex Cinemas.
8. **Limit.** There is a limit of one (1) prize per entrant.

## **Terms applicable to some prizes**

9. The following terms and conditions apply to gift cards:
  - 9.1 They are redeemable at the location and/or in the manner indicated on them or otherwise communicated by the card issuers;
  - 9.2 They must be presented at time of transaction;
  - 9.3 They are non-refundable and non-redeemable for their cash value;
  - 9.4 In case of loss, theft, mutilation, alteration or non-authorized use, they will not be reimbursed or replaced;
  - 9.5 They cannot be combined with another offer or promotion;
  - 9.6 They are subject to all other applicable terms, conditions and restrictions set out on them or that may be communicated to the winner by the Contest Organizers or the card issuer.

## **DRAW**

10. At 12 p.m., on December 3, 2017, a random draw will be held at the office of the agency in charge of the conduct of the Contest, located at 2100 Drummond Street, Montréal, H3G 1X1, to select ten (1) entries.
  - 10.1 Five (5) entrants residing in Quebec will be selected from all Contest entrants that indicated that they lived in Quebec, as described in rule 5.2 hereof.
  - 10.2 Five (5) entrants residing in Ontario will be selected from all Contest entrants that indicated that they lived in Ontario, as described in rule 5.2 hereof.
11. **Odds of winning.** The odds of an entrant being selected for a prize depend on the number of entrants residing in Quebec or Ontario.

## **AWARDING OF PRIZES**

12. To be declared a winner, all selected entrants must:
  - 12.1 Be reached through Instagram's direct messaging service within ten (10) business days of the draw and provide the Contest Organizers with their email address in the manner prescribed;
  - 12.2 Fill out and sign the declaration and release form (the "Declaration Form") that the Contest Organizers will provide by email to confirm that they have fulfilled all the requirements of these Contest Rules, and return it to the Contest Organizers for them to receive it within ten (10) business days of its receipt.
  - 12.3 Have correctly answered the mathematical skill-testing question appearing on the Declaration Form;
  - 12.4 Upon request and in a timely manner, provide an identification card with photograph and proof of residence.
13. Failure to comply with one of the conditions outlined in these Contest Rules, to be reached or to return the Declaration Form within the given deadline, answer correctly the mathematical skill-testing question or accept the prize, will result in the entrant's disqualification. In such an event, the Contest Organizers may, at their sole discretion, cancel the prize or hold a new draw until an entrant is selected and declared a winner.
14. Within two (2) to 4 (4) weeks following receipt of the duly completed and signed Declaration Form, the Contest Organizers will deliver to the winners their prize by mail or email (when it is possible) or inform the winners on how to claim their prize.

## GENERAL TERMS

### **Entrant**

15. **Identification.** For the purpose of these Contest Rules, the entrant is the person who is the authorized holder of the Instagram account used to enter the Contest, and it is to this person that the prize will be awarded if selected and declared a winner.

### **Personal Information**

16. **Use.** Entrants' personal information collected for the purposes of the Contest will be used only to administer the Contest, unless the entrants have otherwise agreed to receive such communications, and no commercial or other communications or correspondence unrelated to the Contest will be sent to or exchanged with the entrants, otherwise than in compliance with these Contest Rules or at the Contest Organizers' initiative.
17. **Authorization.** By entering this Contest, any entrant selected for a prize authorizes the Contest Organizers and their representatives to use, if required, his name, photo, likeness, voice, place of residence and/or statement regarding a prize for publicity purposes, without limit of time or territory and without any form of compensation.

### **End of Participation in the Contest and Disqualification**

18. **Verification.** Any comment on Mentos's Instagram posts or Declaration Form that is, as the case may be, incomplete, illegible, mutilated, fraudulent, sent late, contains an invalid email address or telephone number, bearing an incorrect answer to the mathematical skill-testing question, or is otherwise non-compliant may be rejected by the Contest Organizers and will not entitle the entrant to an entry or a prize, as the case may be.
19. **Disqualification and/or relief under the law.** The Contest Organizers reserve the right to disqualify anyone or cancel one or more entries of any person, or obtain equitable relief under the law, if said person enters or attempts to enter this Contest by any means contrary to these Contest Rules or in any manner deemed unfair to other entrants (e.g. entries exceeding the authorized limit). Any attempt to sabotage the legitimate conduct of this Contest or damage any website related to the Contest or Mentos's Instagram account constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizers reserve the right to disqualify the entrant, reject one or several of his or her entries and obtain legal or equitable relief under applicable laws.

### **Contest**

20. **Modification.** The Contest Organizers reserve the right to cancel, terminate, modify, or suspend this Contest, in whole or in part, at their sole discretion, in the event that any unauthorized human intervention or any other occurrence corrupts or adversely affects the administration, security, impartiality, or operation of the contest as outlined herein,

subject to approval by the Régie des alcools, des courses et des jeux of Quebec, if required.

21. **End of participation.** In the event the computer system is unable to register all Contest entries during the Contest Period for any reason whatsoever, or Contest participation must terminate, in whole or in part, before the date indicated herein, the Contest Organizers will proceed with the draw, at their discretion, from among the draw entries duly registered during the Contest Period or, if applicable, up to the date of the event that put a stop to Contest participation.
22. **Property.** Declaration Forms are the property of the Contest Organizers and will not be returned to the entrants under any circumstances.

### **Prizes**

23. **Limit.** In all cases, the Contest Organizers are not required to award more prizes or award a prize other than in accordance with these Contest Rules.
24. **Acceptance.** Prizes must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person, replaced by another prize or exchanged for cash, except as provided in the section below.
25. **Substitution.** In the event where it would be impossible, difficult and/or more costly for the Contest Organizers to award a prize (or part of a prize) as described in these Contest Rules, they reserve the right to award a prize (or part of a prize) of the same kind and of equivalent value or, at their sole discretion, the cash value as indicated in the Contest Rules.

### **Limitation of liability**

26. **Instagram platform.** This Contest is not managed or sponsored by Instagram. Any questions, complaints or comments regarding this Contest must be submitted to the Contest Organizers, and not Instagram. Instagram, as well as its affiliates, directors, officers, agents and employees cannot be held liable for any claim resulting from, or with respect to, the conduct of this Contest. Nonetheless, by entering this Contest, all entrants agree to comply with the terms of use, contracts and other policies, and/or guidelines governing the Instagram platform, and release the Contest Organizers, any corporation, company, trust or other legal entity controlled by or connected to them, their advertising and promotion agencies, and their employees, agents and representatives from all liability for any damages the entrants may suffer due to the use of this platform.
27. **Conduct of the Contest.** The Contest Organizers, any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotion agencies, their employees, representatives and mandataries (the "Released Parties") disclaim any liability for any of the following that may limit or prevent any entrant from entering the Contest: malfunctioning of any computer component, software or

communications line; loss or lack of a communications network; or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network. The Released Parties also disclaim any liability for any damages or losses incurred, directly or indirectly, in whole or in part, from downloading any Internet page, software or other item, or by the transmission of any information related to entering this Contest.

28. **Entry in the Contest.** Persons who enter or try to enter this Contest release the Released Parties from any liability for any damage these said persons may incur as a result of their entry or their attempt to enter the Contest.
29. **Use and acceptance of the prize.** By entering the Contest, any entrant selected for a prize is himself liable and releases and holds harmless any natural or legal person from and against any damage that the entrant may suffer as a result from the acceptance or use of the prize.
30. **Prize warranty and prize supplier.** Any entrant selected for a prize acknowledges the only warranty applicable to the prize is the standard manufacturer warranty, if applicable, and that upon awarding of the prize, the obligations related to it become the responsibility of the providers of services and goods related to the prize.
31. **Website.** The Contest Organizers do not guarantee in any way whatsoever that the Instagram platform or any other site related to the Contest will be uninterrupted during the Contest Period or error-free.

#### **Litigation.**

32. **Contest Organizers' decision.** All decisions from the Contest Organizers or their representatives regarding this Contest are final and without appeal, subject to any decision by the Régie des alcools, des courses et des jeux of Quebec, in any matter within its jurisdiction.
33. **Remedy.** For Quebec residents: any litigation regarding 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 litigation regarding the awarding of a prize may be submitted to the board for the sole purpose of helping the parties reach a settlement.

#### **Miscellaneous**

34. **Unenforceability.** If a section in these Contest Rules is declared or judged illegal, unenforceable, or void by a competent court, then that section will be void. However, all other sections not affected will be applied as permitted by the law.
35. **Language.** In case of discrepancies between the French and English versions of these Rules, in the event that a French version is available, the French version shall prevail.
36. **Gender.** The male gender is used in this text without prejudice only to simplify the text.