

# Contest Rules and Regulations

## The Go Little, Game Big Contest

(The “**Contest**”) is sponsored by Vachon Bakery Inc. (the “**Sponsor**”). NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE ODDS OF WINNING.

**1. Contest Period:** The Contest starts at 12:00:01am EST on October 5, 2020 and ends on November 1, 2020 at 11:59:59pm EST.

**2. Eligibility:** The Contest is open to residents of Canada who have reached the age of majority in their province/territory of residence at the time of entry into the Contest. The following are excluded from participating in the Contest: directors, officers, executives, employees, agents and representatives of the Contest Sponsor, 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).

**3. How to enter: No purchase necessary.**

**Step 1: Visit the website** [www.littlebitessnacks.ca/en/contest.html](http://www.littlebitessnacks.ca/en/contest.html) or the French version <https://www.littlebitessnacks.ca/fr/concours.html>.

**Step 2: Complete the online registration form with all of the required information.**

This includes your full name, postal code, and email address.

**Step 3: Answer the question, why are Little Bites so little?** Select one (1) answer from the list of available answers and then click the Confirm button. By clicking “Confirm” you are entered into the Contest.

**4. Prizes, Draws, Odds:** There are (10) prizes available to be won (collectively, “Prizes”, individually, “Prize”). Each Prize consists of one (1) gaming packaging containing one (1) Nintendo Switch<sup>®/MD</sup> 1.1 (32 GB), two (2) neon Joy-Con<sup>®/MD</sup> controllers and one (1) Nintendo Labo<sup>™/MC</sup> console. Shipping and handling charges will be paid by the Sponsor.

On December 15, 2020 at 10:00 at the Contest organizer’s designated representative’s office in Montreal, Québec, the names of ten (10) potential winners will be drawn by random selection from all valid entries received and will be declared winners on the condition that they correctly answer, without assistance, a time-limited mathematical skill-testing question to be administered by telephone at a mutually agreed upon time and providing they have met all other requirements. A selected winner has to be complete and sign and return the declaration and release form within 48 hours. Each Prize has an approximate retail value \$450, with the shipping and handling charges included (which vary depending on the delivery address). The odds of winning depend on the number of valid entries received.

**5. Contest limits:** There is a maximum of one (1) entry per email address for the entire duration of the Contest Period. A total of ten (10) game sets will be awarded as part of this Contest. Fraudulent or incomplete entries will be disqualified. The Sponsor will not be held responsible for forms that are illegible, incomplete or received late.

Please allow six (6) to eight (8) weeks for the delivery of prizes after the end of the Contest. The Sponsor will not be held responsible if the address provided is incomplete or if the recipient refuses to acknowledge receipt, or if promotional prize boxes are lost, stolen or damaged or if delivery is delayed for any reason, notably because of any pandemic or other public health issues.

**6. General conditions:** The Contest is subject to all applicable federal, provincial and municipal laws and regulations. Subject to the laws in effect, the Sponsor's decisions regarding all aspects of the Contest are final and binding on all entrants without right of appeal.

All prizes must be accepted as described herein and cannot under any circumstances, in whole or in part, be transferred to another person, or exchanged for cash or another prize, subject to the paragraph below. The Sponsor will not provide any additional or extended warranty.

In the event that it were impossible, difficult or more costly for the contest Sponsor to award a prize (or a portion thereof) as described herein, it reserves the right to award a prize (or a portion thereof) that is similar in nature or of equal value, or, at its sole discretion, the cash value of the prize (or a portion thereof) as provided herein.

By entering this Contest, any winner grants the contest Sponsor and its representatives permission to use, as required, their name, photo, likeness, voice, place of residence and/or statement regarding their prize for publicity purposes, without any form of compensation whatsoever, specifically to announce the winners' names on its website and social media platforms.

SOME JURISDICTIONS (INCLUDING QUEBEC) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO ALL WINNERS.

The Sponsor and its parent company, subsidiaries and advertising/promotional agencies (collectively, the "Released Parties") will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer online systems, mobile devices, servers, access providers, computer equipment or software; (iii) the failure of any submission, and/or other information to be received, captured, recorded or work properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from their participation in the Contest; (v) any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed submissions; (vi) anyone being incorrectly and/or mistakenly identified as a prize winner or potential prize winner; and/or (vii) any combination of the above.

By participating in the Contest, and as a condition of acceptance of the game set, entrants, their heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Released Parties from and against any and all losses, damages (including, but not limited to, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including, but not limited to, all costs and liabilities of any kind, including legal fees on a substantial indemnity scale, hereinafter known as "Claims," and including without limitation any Claims arising from any act of negligence of the Released Parties, that the entrant now has, or may hereafter have against the Released Parties directly or indirectly resulting or arising from their participation in the Contest or the acceptance, possession, use, misuse, or enjoyment of the game set.

The Sponsor reserves the right, at its sole discretion, subject to authorization from the *Régie des alcools des courses et des jeux du Québec* if required by law, to withdraw, amend or suspend this Contest, or to amend these terms and conditions (hereinafter, the “Terms”), as it sees fit, in the event of any cause beyond the reasonable control of the Sponsor interferes with the proper conduct of the Contest in accordance with these Terms, including any error, problem, computer virus, bug, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. The Sponsor reserves the right, at its sole discretion but subject to the aforementioned authorization, to cancel, amend or suspend this Contest, or to amend these Terms, as it sees fit, without prior notice or obligation, in the event of an accident, or printing, administrative or other error of any kind, or for any other reason whatsoever.

The personal information provided will only be used by the Sponsor and its authorized agents for the purpose of fulfillment and administration of the Contest, unless otherwise authorized by the entrant in respect of their personal information, and in accordance with the Sponsor’s privacy policy which is available in English at <https://vachon.com/static/pdf/Vachon-Privacy-Statement.pdf> and in French at <https://vachon.com/static/pdf/Confidentialite-boulangerie-vachon.pdf>

The Sponsor’s failure to insist upon or enforce strict performance of any right or provision of these Terms shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in these Terms are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. To the fullest extent permitted by law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Rules, including, without limitation, the Contest. Any dispute or claim arising out of or relating to these Rules and/or the Contest shall be settled by binding arbitration on an individual basis conducted in the Province of Ontario, City of Toronto, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**TO THE FULLEST EXTENT PERMITTED BY LAW, THE TERMS AND THE INTERPRETATION OF THE TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.** For any matters which are not subject to arbitration as set forth in the Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Terms and/or the Contest, the parties, to the fullest extent permitted by law, irrevocably submit and consent to the exclusive jurisdiction and venue of the provincial and federal courts located in or closest to the City of Toronto in the Province of Ontario.

For Québec residents: 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* (the “Régie”) for a ruling. Any dispute respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

7. **Nintendo:** This Contest is not associated with, managed by or sponsored by NINTENDO OF AMERICA INC. (Nintendo). Any questions, complaints or comments regarding the Contest must be submitted to the contest Sponsor, and not to Nintendo. Nintendo and its subsidiaries, administrators, directors, agents, and employees cannot be held responsible for any claim arising from, or relating to, the organization of this contest. The NINTENDO SWITCH<sup>®/MD</sup>, JOY-CON<sup>®/MD</sup> and NINTENDO LABO<sup>™/MC</sup> trademarks are the property of NINTENDO OF AMERICA INC.

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**The Go Little, Game Big Contest**  
Consumer Frequently Asked Questions

**1. How long do I have to enter the Contest?**

The contest starts at 12:00:01am EST on October 5, 2020 and ends on November 1, 2020 at 11:59:59pm ET.

**2. Who can enter this Contest?**

The Contest is open to residents of Canada who have reached the age of majority in their province/territory or residence at the time of entry into the Contest.

**3. Do I have to purchase a Sara Lee Littles Bites product to enter the Contest?**

No, you don't have to purchase a product to participate in the Contest.

**4. How many prizes are available to be won?**

There are 10 prizes available to be won. Each Prize consists of one (1) gaming packaging containing one (1) Nintendo Switch ®/MD 1.1 (32 GB), two (2) neon Joy-Con ®/MD controllers and one (1) Nintendo Labo™/MC console.

**5. Is there any warranty on Nintendo Switch ®/MD 1.1 (32 GB), two (2) neon Joy-Con ®/MD controllers and one (1) Nintendo Labo™/MC console?**

Each Nintendo Switch ®/MD 1.1 (32 GB), two (2) neon Joy-Con ®/MD controllers and one (1) Nintendo Labo™/MC console come with a one year manufacturer warranty.

**6. When will the prize draw take place?**

The prize draw will take place on December 15, 2020.

**7. How many times can I enter the Contest?**

You can enter the Contest once for the duration of the Contest.

**8. I have additional questions, who can I contact?**

We recommend that you review the Contest Rules for more information. If those have not answered your questions, please click on the contact us tab to ask your question.