

## “Game Day” - Contest Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. THE CONTEST BEGINS AT 12:01 A.M. ET, ON OCTOBER 12 2022 AND CLOSSES AT 20:00 P.M. ET ON DECEMBER 31, 2022. THERE IS A TOTAL OF TWENTY-THREE (23) PRIZES AVAILABLE TO BE WON. SKILL-TESTING QUESTION REQUIRED. OPEN TO LEGAL RESIDENTS OF BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, MANITOBA, QUÉBEC, ONTARIO, NOVA SCOTIA, PRINCE EDWARD ISLAND AND NEW BRUNSWICK WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR PROVINCE AT THE TIME OF ENTRY. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED BEFORE CONTEST CLOSSES.**

Eligible customers will have an opportunity to enter into the contest “GAME DAY” (the “**Contest**”) which is sponsored by Nedco, a division of Rexel Canada Electrical Inc. (“**Nedco**”) and Rexel Atlantic (“**Rexel Atlantic**”) (collectively the “**Sponsors**” or “**Rexel Banners**”). The Contest is governed by these Official Rules (the “**Official Rules**”). By participating in the Contest, each Entrant agrees to be bound by these Official Rules, including all eligibility requirements, and understands that the results of the Contest are final in all respects. The Contest is subject to all federal, provincial and local laws and regulations and is void where prohibited by law.

The words “**you**,” “**your**,” and “**Entrant**” as used herein refer to the person entering the Contest. All dollar amounts referred to in this Official Rules are in Canadian dollars.

1. Who can Participate: The Contest is open to licenced electrical contractors who have an active, in good standing (with a current account balance that is no more than 30 days past due) and valid account with Nedco or Rexel Atlantic, who haven’t place any order on any of our digital channels (web, mobile app, EDI, VMI) since July 1<sup>st</sup>, 2022, who are legal residents of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Québec, Ontario , Nova Scotia, New Brunswick or Prince Edward Island and have reached the age of majority in their province at the time of entry in to the Contest. Employees, directors, officers, representatives and mandatories of Sponsors, their respective corporate affiliates, subsidiaries, advertising or promotion agencies, any member of the immediate family (defined as parents, children, siblings, spouse, and life partners wherever they live) of employees, representatives or mandatories of the Sponsors or anyone who is domiciled in the household, whether related or not, of any employees, representatives or mandatories of Sponsors, are not eligible to enter the Contest. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

2. Deadlines for Entry: The Contest begins at 12:01 a.m. ET, on October 1, 2022, and closes at 20:00 p.m. ET on December 31 2022 (the “**Contest Period**”). Sponsors are the official timekeeper for the Contest.

For Quebec Entrants only, and subject to the approval of the Québec *Régie des alcools, des courses et des jeux* (the “**Régie**”), Sponsors may end the Contest before December 31 2022, without notice.

3. How to Enter: To be eligible to participate to the Contest (“**Entry**”) and win the Grand Prize or the Second Prize (as defined below) during the Contest Period, each Entrant must complete an entry form (“**Entry Form**”) on the Nedco Website. One (1) Entry Form will be issued for every customer who purchases of ONE HUNDRED dollars (\$100) worth (after applicable taxes) of products using one of our digital channels (website, mobile app, EDI, VMI) for the first time since July 1 2022 by using an active and valid Nedco or Rexel Atlantic account online. A participation to the Contest (“**Entry**”) shall be deemed to be submitted where made by the individual holder of a Nedco or Rexel Atlantic account. There is a limit of one (1) Entry per account that can be issued to the individual holder of a Nedco or Rexel Atlantic account.

4. Option without necessary Purchase / No Purchase Method Entry: To obtain an Entry without purchasing any products for ONE HUNDRED dollars (\$100) worth, you will be required to send your 500-word request (with sufficient postage), including your name, address, city and postal code, phone number and the date to the following address: “Amelie Cyr-Lapointe” Nedco, a division of Rexel Canada Electrical Inc., Attn: Director of Marketing, 505, Locke, St-Laurent, QC, H4T 1X7. Requests must be received by the Sponsors (postmarked) no later than December 31, 2022. Any Entries received after this date will be declared void. The Entries obtained through this process are subject to the Official Rules. This option is only limited to one (1) per postage-paid envelope, during the Contest Period, while supplies last. All Entries become the property of the Sponsor and will not be returned.

5. Prizes: There are twenty-three (23) prizes available to be won in the Contest (each a “**Prize**”) with an aggregate value of approximately SEVEN THOUSAND AND TWO HUNDRED dollars (\$7,200) divided as follows:

- one (1) Grand prize, which will be awarded either to a Nedco or a Rexel Atlantic Winner;
- and twenty-two (22) Second Prizes which will be awarded equally among each of the Rexel Banners, i.e. Nedco and Rexel Atlantic.

5.1 Grand Prize:

- 5.1.1 One (1) grand prize (the “**Grand Prize**”): Approximate aggregate value of the Grand Prize is FIVE THOUSAND dollars (\$5,000). The Grand Prize Winner will win FOOTBALL GAME DAY: the reasonable fees and expenses of a Grand Prize Winner and his/her guest relation to a Grand Prize are covered up to a maximum of five thousand dollars (\$5,000). The Sponsors reserve the right to decide the date of the FOOTBALL GAME DAY. Therefore, the Grand Prize winner must be available on that day in order to participate. No date changes will be accepted. The fees and expenses covered by the credit are: round-trip transportation between a Grand Prize Winner’s residence and the place of his/her chosen Game Day event, accommodations fees and football tickets. Any and all fees and expenses other than those mentioned above or exceeding the \$5,000 credit will be borne by the Grand Prize Winner and/or guests, at his/her sole expense and responsibility. The Grand Prize Winner must submit to Nedco or Rexel Atlantic within ninety (90) days from the date of return from the trip an itemized receipt of the expenses notes above to be covered. The Grand Prize will be awarded in one of the Rexel Banners, wherever the Winner of the draw is located. If a portion of a Grand Prize is not used, no compensation will be awarded to the Winner.
- 5.1.2 Grand Prize may be transferred by a Grand Prize Winner to his/ her immediate family members (defined as parents, children, siblings, spouse, and life partners wherever they live).
- 5.1.3 In the event where a Grand Prize Winner’s guest is minor and is not his/ her child, the parent or legal guardian of such guest must accept the invitation on his/ her behalf and sign the Winner Release described in Section 10.
- 5.1.4 The Grand Prize must be used by Grand Prize Winner in its entirety before November 30, 2023, under penalty of nullity.

5.2 Second Prizes:

5.2.1 There are a total of Twenty-two (22) regional prizes (the “**Second Prizes**”) with an approximate aggregate value of TWO THOUSAND TWO HUNDRED dollars (\$2,200).

5.2.2 The twenty twenty-two (22) **Second Prizes** will be divided equally among each of the Rexel Banners:

(a) **Division of Nedco**: Eleven (11) Second Prizes will be awarded in one of the following divisions of Nedco regions, wherever the Winner of the draw is located:

- West division (British Columbia, Alberta, Saskatchewan and Manitoba);
- Ontario (excluding Ottawa and Kanata); and
- Québec (including Ottawa and Kanata).

(each, a “**Nedco division/region**”);

(b) **Division of Rexel Atlantic**: Eleven (11) Second Prizes will be awarded in one of the following regions of Rexel Atlantic regions wherever the Winner of the draw is located .

- Nova Scotia;
- New Brunswick; and
- Prince Edward Island

(each, a “**Rexel Atlantic division/region**”);

5.2.3 In addition to the above, each Second Prize Winner will win a credit to cover the cost of their first web order for a maximum value of one hundred dollars (\$100).

5.2.4 Limit of one (1) Second Prize per eligible customer and per week during the Contest Period while supplies last. No alteration or duplication of Second Prizes will be accepted. In the event of loss, theft, mutilation, alteration or unauthorized use, Second Prizes will not be refunded or replaced. Second Prizes may not be combined or attached to any other offer or promotion. Second Prizes are subject to any other applicable restrictions and conditions that appear on them or that may be communicated by the Sponsors. If a portion of a Second Prize is not used, no compensation will be awarded to the Winner.

### 5.3 Other Rules Applicable to Prizes:

5.3.1 Prizes must be accepted as awarded, are not transferable and cannot be substituted or redeemed for cash.

For Quebec Entrants only, and subject to the Régie’s approval, Sponsors reserve the right to substitute another prize of equal or greater value for a Prize, should a Prize be unavailable for any reason.

- 5.3.2 Any Prize represented in promotional materials is for illustration purposes only and may not be the exact item(s) offered as a Prize.
  - 5.3.3 All other costs and expenses (including taxes and fees) not specified as part of a Prize in these Official Rules are the sole responsibility of the Winner (as defined below).
  - 5.3.4 All Winners (as defined below) assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or the use or redemption of any Prize.
6. Odds of Winning: Odds of winning a Prize will depend on the total number of eligible Entries received during the Contest Period.
7. How Winners Selected:
- 7.1 Grand Prize: On January 9, 2023 (the “**Selection Date**”), the draw for the Grand Prize will be held at the Nedco main office located at 505, Locke, St-Laurent, QC, H4T 1X7 at approximately 3:00 pm ET. Potential winners of a Grand Prize (each a “**Potential Winner**”) will be selected by means of random draws from all eligible Entries received for the relevant region / division during the Contest Period.
  - 7.2 Second Prizes: In accordance with the below Schedule, draws for the Second Prizes will be held at Nedco main office located at 505, Locke, St-Laurent, QC, H4T 1X7 and at Rexel Atlantic main office located at 161 Williams Ave. Dartmouth, NS, B3B 0B4 at approximately 3:00 pm ET. Potential winners of a Second Prize (each a “**Potential Winner**”) will be selected by means of random draws from all eligible Entries received for the relevant region / division during the Contest Period.
    - 7.2.1 Draw Schedule

7.2.1.1	October 17, 2022 16, 2022	for purchases made between October 1 to October
7.2.1.2	October 24, 2022 23, 2022	for purchases made between October 17 to October
7.2.1.3	October 31, 2022 30, 2022	for purchases made between October 24 to October
7.2.1.4	November 7, 2022 November 6, 2022	for purchases made between October 31 to
7.2.1.5	November 14, 2022 November 13, 2022	for purchases made between November 7 to
7.2.1.6	November 21, 2022 November 20, 2022	for purchases made between November 14 to
7.2.1.7	November 28, 2022 November 27, 2022	for purchases made between November 21 to

7.2.1.8	December 5, 2022 December 4, 2022	for purchases made between November 28 to
7.2.1.9	December 12, 2022 December 11, 2022	for purchases made between December 5, to
7.2.1.10	December 19, 2022 December 18, 2022	for purchases made between December 12, to
7.2.1.11	December 26, 2022 December 25, 2022	for purchases made between December 19, to
7.2.1.12	January 2, 2023 December 31, 2022	for purchases made between December 26, to

8. How Winners Notified: Each Potential Winner will be notified by e-mail at the address indicated in his/her account or over the phone within ten (10) days after his/her name has been selected (“**Prize Notification**”). The Potential Winner will receive with the Prize Notification a mathematical skill-testing question and a claim and release form (the “**Winner Release**”). In order to claim a Prize, the Potential Winner must correctly answer, unaided, the mathematical skill-testing question, and complete, sign and return to Sponsor, at the address provided in the Prize Notification, the Winner Release within fourteen (14) days from the date of the Prize Notification. If all required conditions are met and the Potential Winner has complied with the Official Rules, the Potential Winner will be declared the winner (“**Winner**”) of a Prize. If any of these conditions are not met, if a Potential Winner or a Winner refuses a Prize for any reason, or if the Prize Notification is returned to Sponsor as undeliverable, the Potential Winner will forfeit his/her Prize. If a Prize is forfeited, Sponsor will randomly select another Potential Winner from the eligible Entries received for the relevant region / division and so on until the Prize is awarded. Prizes may be delivered to the Winners by e-mail at the address indicated in the Prize Winner’s Entry. Sponsor is not responsible for the failure, for any reason, of a Potential Winner to receive notification or for Sponsor’s failure to receive the response of a Potential Winner.

9. Miscellaneous Conditions: By participating in the Contest, each Entrant agrees (1) to be bound by the Official Rules and by any decision of Sponsors or its agents regarding the awarding of a Prize; and (2) to hold harmless Sponsors, all companies legally affiliated with Sponsors and their employees, officers, directors, representatives and agents (“**Sponsors and Affiliates**”), from all liability, losses, injuries or damages of any sort resulting from Entrant’s participation in the Contest or their acceptance, use or misuse of the Prize. The Official Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over Sponsors. The Contest is null and void where prohibited by law or otherwise.

For Québec Entrants only, and subject to the jurisdiction of the Régie, Sponsors reserve the right to amend, suspend or terminate all or any portion of the Contest at any time for any reason without prior notice, including the right to cancel or suspend the contest should a virus, bug or other cause beyond the reasonable control of Sponsor corrupt the security or proper administration of the Contest.

10. Release and Indemnification: All Winners must sign the Sponsor’s Winner Release to: (i) confirm compliance with all Contest Rules; (ii) agree to accept prizes as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration,

development and execution of the Contest (the “**Released Parties**”) from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of Entries by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties’ control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any Prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the Entrant’s participation in the Contest and/or in connection with the acceptance and/or exercise by the Entrant of Prizes as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by Entrants with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an Entrant of a Prize, and the use of Entries by the Sponsor.

Sponsor assumes no responsibility for incorrect, lost, stolen, incomplete, delayed, damaged or misdirected Entries/prize claims or for any failure of the Sponsor website during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an Entrant’s or any other person’s computer related to or resulting from downloading any material or sharing any information in connection with the Contest. Any attempt to deliberately damage the Sponsor website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification and will be declared invalid if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

If Winner’s account is past due, Sponsor may, at its sole discretion, i) withhold the Prize until Winner’s account becomes current, or ii) disqualify the Winner, whereby the Entry will be deemed invalid and Sponsor will randomly select another Potential Winner from the eligible Entries received for the relevant region / division and so on until the Prize is awarded. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules or any other Contest with Sponsor or acting in an unsportsmanlike or disruptive manner.

11. Use of Personal Information: By entering the Contest, each Entrant agrees and consents to (1) the collection, use and disclosure by Sponsor of the Entrant’s personal information for the purposes of administering the Contest and awarding a Prize, and the Sponsor releasing the name and address of the Potential Winner to the applicable authority for the purpose of verifying eligibility under these Official Rules, and releasing the name of a Winner to those who request such information in accordance with Section 11; (2) Sponsor’s use of the Entrant’s name, likeness, voice, city/town of residence, and any statements regarding a Prize for marketing purposes without any form of compensation. All collection, use and disclosure of Entrant’s personal information shall be in accordance with Sponsor’s Customer Privacy Statement which can be found at: [www.Nedco.ca](http://www.Nedco.ca).
12. Intellectual Property: The reproduction, representation or exploitation of all or part of the elements composing the Contest 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.

13. Prevailing Documentation: In the event of any discrepancy or inconsistency between the terms and conditions of these English official contest rules and disclosures or other statements contained in any Contest related materials, including, but not limited to: the terms and conditions of Contest Rules in French, the Prize claim forms, print or online advertising, the terms and conditions of these English official rules shall prevail, govern and control to the fullest extent permitted by law.
  
- 5 Law: The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. Except for disputes arising out of the province of Québec in accordance with Section 16 below, this Contest shall be governed exclusively by the laws of the province of Ontario, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest rules, rights and obligations between Entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Toronto, province of Ontario.
  
- 6 Contest Winner List: The Winners' names can be obtained by sending such a request and a self-addressed, stamped envelope to: "Amelie Cyr-Lapointe", Nedco, a division of Rexel Canada Electrical Inc., Attn: Director of Marketing, 505, Locke, St-Laurent, QC, H4T 1X7. Requests must be received by January 31<sup>st</sup> 2023.
  
- 7 For Québec Entrants Only: Any dispute as to the organization or conduct of a promotional contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

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