CONTEST RULES

FOODLAND PEDIGREE® – FREE GROCERIES FOR A YEAR CONTEST 2014 (the "Contest")

1. Eligibility

The Contest is open only to legal residents of Ontario who have reached the age of 18 on the date that they entered the Contest. Void where prohibited by law. Employees, directors, and officers of Mars Canada Inc. (the "Prize Sponsor"), and Sobeys Capital Incorporated (the "Administrator"), and their parent companies, affiliates, franchisees, subsidiaries, distributors, representatives, advertising and promotional agencies, agents, Prize Sponsors, and any entity that they contract with specific to the Contest, as well as the immediate family members, and any persons domiciled with, any of the above (whether related or not), are not eligible to win a Prize.

2. How to Enter

To enter the Contest, visit your local Foodland store in Ontario, purchase two of the participating PEDIGREE®® products listed in the attached Appendix A (each a "Participating Product"), visit the Contest website at www.foodland.ca/contest, read and accept the Contest Rules, complete the online entry form with your name, address, phone number and email address, and enter the UPC from any two (2) Participating Products. Limit one Contest registration per person per day.

If you attempt to: (i) use multiple names, identities, accounts, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to register or otherwise participate in or disrupt this Contest; (ii) improperly obtain, or enter, a UPC or password; or (iii) reuse a UPC or password beyond its intended use (all as determined by Prize Sponsor in its sole and absolute discretion); then you may be disqualified from the Contest in the sole and absolute discretion of the Prize Sponsor. Any registration may be rejected if (in the sole and absolute discretion of the Prize Sponsor) any registration form is not fully completed with all required information and submitted and received during the Contest Period (defined below).

3. How to Enter Without Purchase

NO PURCHASE NECESSARY. To enter the Contest without making a purchase, visit your local Foodland store in Ontario, record the UPC from one of the Participating products, visit the Contest website at www.foodland.ca/contest, read and accept the Contest Rules, complete the online entry form with your name, address, phone number and email address, and enter the UPC from the Participating product. Limit one Contest registration per person per day.

4. Timing

Contest begins at 12:00 a.m. on January 24, 2014 and ends at 11:59 p.m. on March 20, 2014 (the "Contest Period").

5. Prize Description

There is one (1) prize available to be won, consisting of Foodland Gift Cards in the amount of \$5,200 CAD (the "Prize"). Foodland Gift cards may be redeemed for most grocery items at participating Foodland stores in Ontario. Some restrictions apply. The approximate retail value of the Prize is \$5,200 CAD.

The Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Prize must be accepted as awarded. Prize Sponsor reserves the right to substitute any Prize for one of equal or greater value for any reason. Please allow up to four (4) weeks for delivery or fulfillment of the Prize.

6. Odds

The odds of winning are dependent on the total number of eligible entries received during the Contest Period.

7. Draw Details

A random draw will occur on March 24, 2014 at Foodland's office in Mississauga from all eligible entries received during the Contest Period (the "Draw"). You do not need to be in attendance to be selected.

8. Winner Contact Details

If you are chosen to be eligible to win a Prize, you will be contacted within fourteen (14) days of the Draw at the telephone number recorded in respect of your Contest entry. In order to be declared a winner, you will be directed to visit a local Foodland store where you must produce a piece of government-issued photo identification for the purpose of identity verification. You must then correctly answer without assistance of any kind a mathematical skill testing question and sign a Release form (the "Release"). The original copy of the Release may be signed at that time or taken away and returned within ten days. Upon verification of the completion and correctness of the answer to the skill-testing question, and execution of the Release, you may be declared a winner. In case of a dispute concerning the identity of the individual who submitted an automatic entry with purchase, the entrant will be deemed to be the account holder of the e-mail account under which the entry was submitted.

9. Forfeit of Prize

If you cannot be reached within fourteen (14) days of the Draw, do not answer the skill testing question correctly, or otherwise fail to comply with these Contest Rules, then the Prize will be forfeited and another entry will be randomly selected from among the remaining eligible entries as per these Contest Rules. This process of selecting a Prize winner will be repeated until the Prize eligible to be won has been awarded.

10. Use of Personal Information

By entering the Contest and voluntarily providing your personal information as described in these Contest Rules, you agree to the collection, use and disclosure by the Administrator (and where applicable, the Prize Sponsor), and its respective employees and/or authorized agents, of your personal information for the purpose of administering the Contest, including—but not limited to contacting you with respect to the Contest if you are a selected entrant. Personally identifiable information will only be used to administer the Contest and for no other purpose, except as specifically outlined in these Contest Rules. Personally identifiable information will not be sold, shared or disclosed by the Administrator to any third party, other than to the Prize Sponsor or a third party engaged by the Administrator or Prize Sponsor for the purpose of administering the Contest, or if required by law with the exception that aggregated information may be used by or shared amongst the Administrator and its subsidiaries and affiliates, or shared by the Administrator with third parties in accordance with the Foodland-Sobeys Privacy Commitment available at http://www.sobeys.com/en/Privacy.aspx. Personal information collected and maintained in connection with the Contest may be stored on servers in the United States and Canada, and may therefore be subject to U.S. laws.

11. Publicity Consent

By entering the Contest, you agree that if you are determined to be a winner, the Administrator and the Prize Sponsor may use your name, comments, voice, likeness, municipality of residence and picture in any advertising, promotion or publicity carried out now or in the future, in any media without compensation or notice, and you grant to the Administrator and the Prize Sponsor any and all rights to such use. You agree to cooperate with the Administrator and the Prize Sponsor in arranging for photographs or other forms of publicity and to be available for photographs or other forms of publicity on reasonable notice.

12. Limitation of Liability / Release

By participating in the Contest, and as a condition of acceptance of the Prize, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless Sobeys Capital Incorporated, Mars Canada Inc., their direct and indirect parent companies, affiliates, subsidiaries, successors, assigns, agents, advisors, franchisees, shareholders, partners, representatives, their advertising, promotion and fulfillment agencies and each of their respective employees, officers, directors, agents and representatives (collectively, the "Released Parties"), from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees on a substantial indemnity scale, hereinafter called "Claims" and including without limitation any claims arising from any act of negligence of the Released Parties, that you now have, or may hereafter have against the Released Parties directly or indirectly resulting or arising from: (i) participation in the Contest, or the awarding, acceptance, possession, use, misuse or enjoyment of any Prize, and where applicable, traveling to, preparing for, or participating in, any Contest-related or Prize-related event or activity; or (ii) the publicity rights granted to the Prize Sponsor and Administrator. You specifically acknowledge that you understand that there may be serious risks of bodily injury, death, or property damage associated with the acceptance, possession, use and/or misuse of the Prize and attendance at any event or participation in certain Prize-related activities, and you voluntarily assume these risks. You also agree to indemnify, defend, and hold harmless the Released Parties from any and all Claims in respect of the foregoing. The Released

Parties make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.

13. Compliance with Rules

By entering the Contest, you agree to abide by the entire Contest Rules and the terms and conditions under which the Prize is awarded. Any decision made by the Prize Sponsor and/or the Administrator in respect of this Contest shall be final.

14. Technical Issues

The Prize Sponsor and Administrator are not responsible for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an entry), nor for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of entries in the Contest, nor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries; and, are not responsible for any problems, failures or technical malfunction of any telephone or network lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing; and are not responsible for any injury or damage to entrants or to any computer related injury or damage resulting from participating in downloading materials in this Contest.

In the event that, due to a printing, manufacturing, mechanical or other error of any kind or nature whatsoever, more Prizes are claimed than are intended to be awarded according to these Contest Rules, Prizes will stop being awarded when the Administrator becomes aware of an error respecting the number of Prizes and the Administrator reserves the right, in its sole and absolute discretion, to conduct a random draw from amongst all eligible and approved Prize claimants whose claims have not yet been redeemed to award the remaining number of advertised Prizes. In no event will the Prize Sponsor or Administrator be liable for more than the stated number of Prizes contained in these Contest Rules.

15. Rights to Terminate/Modify/Suspend Contest

The Administrator and Prize Sponsor retain the right, in their absolute discretion, to suspend, modify or terminate any aspect of the Contest (including, but not limited to these Contest Rules) at any time. The Administrator and Prize Sponsor may make substitutions of equivalent kind or value in the event of the unavailability of a Prize (or component thereof) for any reason whatsoever. The Administrator and Prize Sponsor may terminate or withdraw this Contest at any time by posting a notice at participating Foodland stores. If the Contest is terminated on any day prior to the normal Contest end date (the "Termination Date"), the Administrator and Prize Sponsor may determine the winners from all eligible entries received as of the close of business at the participating Foodland stores on the Termination Date (which winners shall be randomly selected in accordance with these Contest Rules).

16. General Disqualification

Any attempt made by an entrant or other individual or entity, to deliberately damage, manipulate or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of the law. The Administrator and Prize Sponsor reserve the right to seek remedies and damages from any such individual or entity which makes any such attempt. Any entrant who, in the opinion of the Administrator, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest.

17. Mobile Devices

You have the option, but are NOT required to, complete and submit your registration by following the instructions provided above using a compatible mobile device. Standard data use and service rates apply and may vary according to your mobile device package and mobile service provider. Please contact your mobile service provider for details before participating in this Contest using a compatible mobile device.

18. Role of Parties and Party Disclaimers

Sobeys Capital Incorporated is the Administrator of this Contest; Mars Canada Inc. is the Prize Sponsor of this Contest.

19. Trade-mark Disclaimer

PEDIGREE® is a registered trade-mark of Mars Canada Inc. All other trade-marks are the property of their respective owners.

20. Jurisdiction

The Contest is governed by the laws of Ontario and the laws of Canada applicable therein, and is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Contest Rules and the Prize Sponsor's decisions, which are final and binding in all matters related to the Contest. By entering the Contest, the entrant agrees that the courts of the Province of Ontario, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of these Contest's Rules or the running of this Contest.

APPENDIX A

PRODUCT LIST

PEDIGREE[®] Dry Dog Food

Description	CS UPC	EA UPC	Article
	000 58496	0 58496	
PEDIGREE VITALITY+™ Original 2kg	42372 8	70401 8	301421
	000 58496	0 58496	
PEDIGREE VITALITY+™ Beef 2kg	42373 5	36865 4	218113
	100 58496	0 58496	
PEDIGREE VITALITY+™ Chicken & Rice 5.4kg	42315 2	42315 5	343240
	100 58496	0 58496	
PEDIGREE VITALITY+™ Small Dog 5.4kg	42317 6	42317 9	343241
	100 58496	0 58496	
PEDIGREE PUPPY+™ 5.4kg	42318 3	42318 6	342424
	100 58496	0 58496	
PEDIGREE VITALITY+™ Original 8kg	02524 0	02524 3	408363
	100 58496	0 58496	
PEDIGREE VITALITY+™ Beef 8kg	36866 8	36866 1	218128
	100 58496	0 58496	
PEDIGREE LAMB MEAL & RICE+ ™ 7.2kg	02459 5	02459 8	408365
	100 58496	0 58496	
PEDIGREE VITALITY+™ Original 14kg	42306 0	42306 3	342423

PEDIGREE[®] Wet Dog Food

Description	CS UPC	EA UPC	Article
	100 58496	0 58496	
PEDIGREE [®] Wet Beef Flavour 630g	70141 0	72324 8	298940
	100 58496	0 58496	
PEDIGREE [®] Wet Chicken Flavour 630g	70139 7	71324 9	298941
	100 58496	0 58496	
PEDIGREE [®] Wet Chicken & Lamb Flavour 630g	70140 3	71624 0	298958
	100 58496	0 58496	
PEDIGREE [®] CHOICE CUTS [®] Beef Flavour 630g	78236 5	78236 8	298953
	100 58496	0 58496	
PEDIGREE [®] CHOICE CUTS [®] Chicken Flavour 630g	78436 9	78436 2	298952
	100 58496	0 58496	
PEDIGREE [®] CHOICE CUTS [®] Country Stew Flavour 630g	70909 6	70909 9	298946
	100 58496	0 58496	
PEDIGREE [®] CHOICE CUTS [®] 6pk Variety, 6/630G	29459 2	29459 5	299536

PEDIGREE[®] Snacks and Treats

Description	CS UPC	EA UPC	Article
	100 23100	0 23100	
PEDIGREE [®] BREATHBUSTER [®] Regular 500g	01451 4	01451 7	69038
	100 23100	0 23100	
PEDIGREE [®] BREATHBUSTER ^{®®} Small 500g	01783 6	01783 9	112455
	100 58496	0 58496	
PEDIGREE [®] DENTA STIX [®] LARGE DOG 4pk Original	35514 9	35514 2	201466
	100 58496	0 58496	
PEDIGREE [®] DENTA STIX [®] 4-Pack	42338 1	42338 4	342926
	100 23100	0 23100	
PEDIGREE® DENTA STIX®	02347 9	02347 2	408380
	100 58496	0 58496	
PEDIGREE [®] DENTA STIX [®] BEEF (7pk med)	32434 3	32434 6	192092
	100 23100	0 23100	
PEDIGREE [®] DENTA STIX [®] Small (10 pack)	85339 7	853390	439920
	100 58496	0 58496	
PEDIGREE [®] DENTA STIX [®] Small BEEF (10pk small)	32435 0	32435 3	192093
	100 58496	0 58496	
PEDIGREE [®] DENTA STIX [®] 18 pack	04350 3	04350 6	444840
	100 58496	0 58496	
PEDIGREE [®] DENTA STIX [®] 18 pack Beef	32949 2	32949 5	201457
	100 58496	0 58496	
PEDIGREE [®] JUMBONE [®] TARTAR TWIST [®] LARGE	42356 5	42356 8	342924
	100 58496	0 58496	
PEDIGREE [®] JUMBONE [®] TARTAR TWIST [®] SMALL/MEDIUM	42357 2	42357 5	342404
	100 58496	0 58496	
PEDIGREE [®] JUMBONE [®] TARTAR TWIST [®] MINI	42358 9	42358 2	342925
	000 58496	0 58496	
PEDIGREE [®] JUMBONE [®] Mini 180g	42650 7	42177 9	301590
	100 58496	0 58496	
PEDIGREE [®] JUMBONE [®] Small/Medium 200g	01952 2	01952 5	112416
	100 23100	0 23100	
PEDIGREE [®] DENTABONE [®] 3in1 Small	00059 3	00059 6	336732
	100 23100	0 23100	
PEDIGREE [®] DENTABONE [®] 3in1 Large	30704 3	30710 7	301954
	100 58496	0 58496	
PEDIGREE [®] Superchew Large	25425 1	25425 4	157281
	000 58496	0 58496	
PEDIGREE MARROBONE [®] 120g	42337 7	42144 1	342930
•	100 58496	0 58496	
PEDIGREE MARROBONE [®] Small Dog 250g	00040 7	00040 0	265469
	100 58496	0 58496	
PEDIGREE MARROBONE [®] 425g	00038 4	00038 7	265475
	100 58496	0 58496	
PEDIGREE MARROBONE [®] 737g	01446 6	70960 0	334134

	100 58496	0 58496	
PEDIGREE MARROBONE ^{® ®} 1.9kg	00039 1	00039 4	265717