Shoppers Drug Mart Holiday Wish & Win Contest Official Contest Rules ("Rules")

- 1) <u>SPONSOR</u>: This Contest is sponsored by Shoppers Drug Mart located at 243 Consumers Road, Toronto, Ontario M2J 4W8 ("the Sponsor") and administered by Ventura Associates International, LLC, located at 494 Eighth Avenue, New York, NY 10001 (the "Contest Administrator").
- **2)** <u>CONTEST PERIOD</u>: This Contest begins on November 10, 2019 at 12:00am EST on closes on December 16, 2019 at 3:00pm the ("Contest Closing date") (collectively the "Contest Period").
- **3)** HOW TO ENTER: NO PURCHASE NECESSARY. You may enter this Contest in two (2) ways as described below.
- (a) SMS TEXT ENTRY: You are automatically entered when you opt-in to receive ongoing promotional text messages from Shoppers Drug Mart during the Contest Period. To opt-in, text the keyword HOLIDAY to the SMS shortcode 736898 ("SMS entry") or SOUHAITS to the SMS shortcode 73637 (also referred as "SMS entry"). SMS entrant will receive one (1) confirmation SMS text message on their mobile phone after entrant texted the keyword to one of the above shortcodes. All SMS entrants must have a mobile phone with two-way text messaging SMS service in order to enter the Contest. Standard carrier-messaging and data charges may apply to each text message sent and received. Text STOP to stop receiving promotional text messages from Shoppers Drug Mart including text messages about this Contest. Text HELP for help. Text messaging may not be available in all areas. By entering via SMS entry you grant the Contest Administrator of this Contest your consent to call your mobile phone should you be selected a potential winner. Limit one (1) SMS entry per cellular phone number during the Contest Period.
- (b) **EMAIL ENTRY:** You may enter by sending an email with your name, full address including postal code and daytime phone number to SDMContest@sweepspros.com, with a subject title "Holiday Wish & Win entry" ("Email entry"). Normal internet access and usage charges imposed by your online/carrier service may apply. Multiple individuals are not permitted to use the same email address. Limit one (1) Email entry per person during the Contest Period.

"Entry" shall mean and refer to each SMS entry or Email entry. Your entry will be entered into a weekly drawing for which it qualifies, please see chart below. There are five (5) weekly drawings in this Contest. Non-winning eligible entries received for a given weekly drawing will automatically be entered into subsequent weekly drawings.

Weekly drawing #	Weekly entry period begins at 12:00am ET on:	Weekly entry period closes at 3:00pm ET on:	Weekly random draw to be conducted at 4:30pm ET on:
1	November 10, 2019	November 18, 2019	November 18, 2019
2	November 10, 2019	November 25, 2019	November 25, 2019
3	November 10, 2019	December 2, 2019	December 2, 2019
4	November 10, 2019	December 9, 2019	December 9, 2019
5	November 10, 2019	December 16, 2019	December 16, 2019

Entries must be received no later than the end of each weekly entry period, regardless of method of entry. In the case of multiple entries from the same cellular phone number or email address, only the first eligible entry will be considered. No communication or correspondence will be exchanged with entrants except with those selected for a prize.

4) ELIGIBILITY: Contest is open to legal residents of Canada (excluding Quebec) who have reached the age of majority within the province or territory of which they reside as of the Contest Closing Date.

Employees, officers, directors, agents or representatives of the Sponsor its respective affiliates, subsidiaries, related companies, advertising and promotional agencies (collectively, "Promotion Parties") and the immediate family and/or household members of any of the above, are not eligible to participate in the Contest. For the purposes of these Contest rules, "immediate family" means husband, wife, spouse, mother, father, brother, sister, son, and/or daughter, whether or not they reside in the same household.

The Sponsor reserves the right at any time to require proof of identity and/or eligibility to participate in the Contest and any failure to provide such proof may result in disqualification at the Sponsor's sole discretion.

- **5) POTENTIAL WINNER SELECTION:** A random draw from all eligible weekly entries received for a given weekly prize will be made by the Contest Administrator on date and time stated in section 3 above at Contest Administrator's office located at 494 Eighth Avenue, Suite 1700, New York, NY 10001, USA. Before being declared a Winner, the selected Potential Winner of a given weekly prize must correctly answer a time-limited mathematical skill-testing question without assistance or mechanical or electronic aid and will be required to sign a standard declaration and release form confirming compliance with the Contest Official Rules and acceptance of the prize as awarded. The selected Potential Winner will be notified by phone call or email within seven (7) days of random draw date. If the Potential Winner cannot be contacted within two (2) business days, at Sponsor's discretion, another entrant may be selected.
- **6) ODDS OF WINNING:** The chances of being selected as a Potential Winner depends upon the number of eligible weekly entries received.
- 7) <u>PRIZES/APPROXIMATE RETAIL VALUES (ARVs)</u>: There will be twenty-one (21) prizes available to be won during the Contest Period, consisting of (and its approximate retail value):

Week 1 (5 prizes): Beats® Studio3 Wireless Headphones, ARV \$329.99

Week 2 (5 prizes): Nintendo Switch®, ARV \$379.99

Week 3 (5 prizes): \$500 Shoppers Drug Mart Gift Cards, ARV \$500.00

Week 4 (5 prizes): 55" Sharp 4k Smart TV, ARV \$455.77

Week 5 (One Grand Prize): a trip for winner and one (1) guest to Paris (the "Trip"), ARV: \$10,000.00

The Trip includes round-trip, coach class air travel between the major Canadian airport nearest to the Potential Winner's residence and a major airport in Paris, France, as selected by the Sponsor. The Trip also includes a maximum of six (6) night accommodation in a standard hotel selected by the Sponsor (one room, double occupancy) and \$2,500 Visa gift card toward ground transportations, meals and/or activities. Usage of the Visa gift card is subject to the issuing merchant's gift card terms and conditions. The Trip must be taken and completed in 2020. The Potential Winner and Guest must travel on the same itinerary.

If the Guest of the Potential Winner is a minor in the province or territory where they reside, and where the Potential Winner is not the parent/legal guardian of said minor, the minor's parent(s)/legal guardian(s) must provide written consent as required by the Sponsor to permit the minor to travel as a Guest of the Potential Winner.

If the Potential Winner cannot travel for any reason whatsoever, including but not limited to: inadequate travel documentation, cannot travel within the specified travel times provided, inability to travel, etc., at the Sponsor's discretion, another entrant may be selected. Guest of the Potential Winner shall also be bound by and must fully comply with these Official Rules and sign and return a Declaration and Release as described below. If the Guest fails to comply with these Official Rules, withdraws for any reason and therefore is unable to travel on the dates specified above, the Sponsor reserves the right to select another entrant, in the Sponsor's sole discretion, until such time as another eligible and their invited Guest satisfies the terms set out herein.

The Potential Winner and Guest will be responsible for all other expenses not specified herein, including but not limited to: travel and medical insurance, baggage fees, gratuities, meals and transportation costs not specified or provided in the prize package, telephone calls, in-room charges, applicable taxes (including Airport Improvement Taxes, if collected at the time of departure), incidentals, and any and all other expenses not specified in the description of the Grand Prize. The Potential Winner should have a valid major credit card to present to the hotel upon check-in. The Potential Winner and Guest are responsible for ensuring that all travel papers (passports, visa, etc.) are in good order, and are valid prior to, and for the entire duration of the trip.

Travel and accommodation arrangements are at the sole discretion of the Sponsor. Absolutely no changes to travel dates or passenger names are permitted once the booking has been made and the Potential Winner has submitted the name of their Guest and all related booking information to Sponsor. Sponsor is not responsible for any flight delay or cancellation, and not liable for any expenses incurred as a consequence of such delay or cancellation. Actual prize value will depend upon point of departure, travel dates, and airfare fluctuations. The Potential Winner and Guest are not entitled to monetary difference between actual prize value and stated approximate prize value, if any. If the Potential Winner elects to travel through other means not specified herein, no additional compensations will be awarded. The prize is only as detailed above. No substitutions or transfers of prize by Winner permitted. Sponsor reserves the right to substitute prizes of equal or greater value, at its sole discretion.

Total approximate retail value of all prizes combined is \$18,328.75.

The approximate retail value of each prize is that stated by the supplier of the prize as being in effect thirty (30) days prior to the launching of this Contest.

Prize images depicted in advertising and promotional materials may vary from the actual prize and any depiction of a prize is for illustrative purposes only and may not reflect actual prize won. The trademarks associated with prizes are the property of their respective owners, who are NOT affiliated with this Contest in any fashion whatsoever, and no endorsement is suggested or implied.

8) <u>DECLARATION & RELEASE</u>: Potential Winner will be required to execute and return a Declaration and Release within three (3) days of the date indicated on the accompanying letter of prize notification and of attempted delivery, or the prize will be forfeited and may be awarded to an alternate entrant.

The return of any prize/prize notification as undeliverable or noncompliance with the terms of these Official Rules may result in disqualification and at Sponsor's discretion, selection of an alternate entrant.

9) **LIMITATION OF LIABILITY:** By entering this Contest, the entrant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters. By accepting the prize, each Winner agrees to hold the Sponsor, their affiliates, directors, officers, employees, parent and related companies, licensors, licensees, and assigns harmless against any and all claims and liability arising out of the acceptance, use, misuse or redemption of any prize or participation in the Contest. The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, on account of the foregoing or otherwise, notifications, typographical, responses, replies or any computer, online, software, telephone, cellular phone, hardware or technical problems, interruption, deletion, defect, delay in operation or transmission, failure, traffic congestion or malfunction that may occur, or on account of any combination including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website or mobile application users or by any of the equipment or programming associated with the Contest or by any technical, human or other error or omission. The Sponsor assumes no responsibility 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. The Sponsor is not responsible for any injury or damage to entrant or to any computer or cellular phone related to or resulting from participating or downloading materials or applications in this Contest. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, lack of participation, fairness, integrity or proper conduct of this Contest or the Contest Website.

Sponsor reserves the right to Sponsor reserves the right to disqualify an entrant if the entrant a) violates these official rules and/or the general rules/guidelines of any online property or service of the Sponsor; b) enters the Contest by any means contrary to these rules or which would be unfair to other entrants or where Contest entries are generated by any mechanical or automated means; c) acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Entry materials that have been tampered with, reproduced, falsified, or altered are void. In the event a dispute arises as to the identity of a potentially winning entrant, entry will be declared made by the authorized account holder of the cellular phone number or email address provided at time of entry. Authorized account holder is defined as the natural person who is assigned to a cellular phone number by a wireless carrier, or email address assigned by an Internet access provider, online service provider, or other organization responsible for assigning the email address for the account associated with the submitted SMS/Email entry.

Any attempt to deliberately damage the Contest website, Contest application or any related website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, the sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

Currency is in Canadian dollars unless otherwise stipulated. Each prize must be accepted "as is" and may not be exchanged for an amount of money, bartered, sold, raffled, substituted, or transferred, and is non-refundable. All Winners acknowledge that neither the Sponsor nor Contest Administrator (nor any other businesses concerned with this Contest), nor their agents, make, or are in any manner responsible for, any

warranty or representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of any prize. All merchandize prizes shall be subject to the manufacturer's standard warranty, to the extent one is offered. Selection of prize item, size, color and model will be at the Sponsor's sole discretion. In the event the stated prizes are unavailable due to reasons beyond the control of the Sponsor, a prize of equivalent nature and value will be available to be won, or the Sponsor, in its sole option, may award the Winner the equivalent monetary value in lieu of prize. The prizes will be delivered only to the confirmed Winners. Neither the Sponsor or Contest Administrator shall be responsible for any delays or any act or omissions whatsoever by any persons providing any of the prize fulfillment services.

Refusal to accept a prize releases the Sponsor, as well as their respective directors, officers, and employees, of all responsibility and obligations toward the Winner of such prize. In no event shall Sponsor be held to award more prizes that what is mentioned in these rules or to award prizes otherwise than in compliance with these rules.

10) <u>CONDITIONS OF ENTRY</u>: Acceptance of a prize constitutes permission for the Sponsor to use Winners' names, cities and provinces/territories of residence and likenesses for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless prohibited by law.

All information requested by and supplied by each entrant must be truthful, accurate, and in no way misleading. Sponsor reserves the right to disqualify any entrant from the Contest in their discretion, should the entrant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the entrant be ineligible for the Contest pursuant to these rules.

- **11) INTELLECTUAL PROPERTY:** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- **12) INDEMNIFICATION:** Entrant releases and holds Sponsor harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, participation in the Contest, any breach of the Rules, and/or in any prize-related activity. The entrant agrees to fully indemnify the Sponsor from any and all claims by third parties relating to the Contest.
- **13) TERMINATION:** If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of this Contest, the Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Contest, in whole or in part, at any time, without prior notice or obligation. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- **14) PRIVACY/USE OF PERSONAL INFORMATION:** The Sponsor respects your right to privacy. By participating in the Contest, you: (i) grant to the Sponsor the right to use your name, mailing address,

telephone number, and e-mail address, alias or platform handle ("Personal Information") for the purposes of administering this Contest and conducting publicity about this Contest (ii) grant to the Sponsor the right to use Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledge that the Sponsor may disclose Personal Information to third-party service providers and agents of the Sponsor in connection with any of the activities listed in (i) and (ii) above. The Sponsor will only use the entrant's Personal Information for identified purposes and only if consent is given at the time of entry to provide you with information regarding upcoming promotions/Contest of the Sponsor. Your consent may be withdrawn at any time. Should you withdrawal your consent, your entry into this Contest will be invalid. For more information regarding the manner of collection, us and disclosure of by the Sponsor, please refer to the Sponsor's Privacy Policy at: http://corporate.shoppersdrugmart.ca/enca/privacy-policy.aspx

15) <u>LAW</u>: The Contest is subject to applicable federal, provincial and municipal laws and regulations. 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 the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

16) OFFICIAL RULES: These rules are available on the Contest website at http://www.3csms.mobi/shoppersholidaycontest under "Holiday Wish and Win Official Rules"