

**SHOPPERS DRUG MART “NEW & SO YOU” CONTEST  
OFFICIAL CONTEST RULES**

**1. CONTEST PERIOD**

This contest begins on February 22<sup>nd</sup>, 2020 at 12:00:00am Eastern Time (“ET”) and closes March 20<sup>th</sup>, 2020 at 11:59:59 pm ET (“Contest Closing Date”) (collectively the “Contest Period”).

**2. ELIGIBILITY**

Contest is open to all legal residents of Canada 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, representatives or agents of Shoppers Drug Mart/Pharmaprix Inc. (the “Sponsor”), Union and IMC (“Contest Administrator”), Shoppers Drug Mart/Pharmaprix stores (and their respective Associates), their respective parent companies, affiliates, subsidiaries, advertising and promotional agencies and agents (collectively, the “Contest Parties”) and the immediate family and/or household members of any of the above, are not eligible to participate in the Contest. For the purpose of these contest rules, a “immediate family” is defined as a parent, spouse, sibling, mother, father, brother, sister, and/or or child whether or not they reside in the same household. , are not eligible to enter the contest.

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.

**3. HOW TO ENTER**

NO PURCHASE NECESSARY. To enter, log on to [shoppersdrugmart.ca/new](http://shoppersdrugmart.ca/new) or [pharmaprix.ca/new](http://pharmaprix.ca/new) (“Contest Website”) and complete the following steps:

- Complete the New And So You quiz, which is comprised of 5-10 questions
- Agree to the Official Contest Rules by checking the box “I agree to the Rules & Regulations and [Privacy Policy](#). I consent to receive electronic communications from Shoppers Drug Mart/Pharmaprix Inc.“
- Sign into your PCid account to submit a contest entry

Limit of one [1] entry per person, per e-mail address during the Contest Period . In the case of multiple entries, only the first eligible entry will be considered.

**4. ODDS OF WINNING:**

The chances of being selected as a Potential Winner depends upon the total number of eligible entries received.

**5. PRIZES/APPROXIMATE RETAIL VALUES (ARVs):**

There will be three (3) prizes available to be won during the Contest Period, each consisting of ten thousand dollars (\$10,000) in Shoppers Drug Mart/Pharmaprix gift cards.

Total approximate value of all prizes combined is \$30,000.

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.

## **6. POTENTIAL WINNER SELECTION:**

A total of three (3) Potential Winners will be randomly selected by the Sponsor at approximately 12:00pm ET on or about April 1, 2020 in Toronto, Ontario from all eligible entries receive during the Contest Period.

Before being declared a Winner, the selected Potential Winner of a prize must first 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. A selected Potential Winner will be notified by email within ten (10) days of the draw date. If Potential Winner cannot be contacted within three (3) attempts to be contacted or within ten (10) business days following the draw date, at Sponsor's discretion, another entrant will be selected. Limit of one (1) prize per person.

## **7. DECLARATION & RELEASE:**

Potential Winner will be required to execute and return a Declaration and Release within seven (7) 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

## **8. 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, the 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.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these rules; and/or (ii) use multiple names, identities, accounts, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this contest; then the entrant may be disqualified from the contest in the sole and absolute discretion of the Sponsor. The Sponsor reserves its right, in its sole and absolute discretion, to require proof of identity, eligibility and/or compliance with these Rules (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purpose of verifying an individual's eligibility to participate in this contest; (ii) for the purpose of verifying the eligibility and/or compliance of any Contest-related information submitted (or purportedly submitted) with these rules; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purpose of administering this contest in accordance with the letter and spirit of these rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this contest will be the contest server machine(s). Disposable email addresses cannot be used for the purposes of this contest. In the event of a dispute as to who has submitted any given registration, the authorized account holder of the email address used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. A potential winner may be required to show proof of being the applicable authorized account holder associated with the registration in question. Entries remain the sole and exclusive property of the Sponsor and can be revoked or invalidated by the Sponsor at any time and for any reason, and entrants will not be granted any type of rights (including without limitation property rights) in or to entries. The Sponsor reserves the right to contact any registrant whose email address is submitted as part of this contest for the purpose of administering this contest.

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 online entrant, entries made by internet will be declared made by the name on the online entry form.

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, cash, bartered, sold, raffled, substituted, or transferred, assigned and is non-refundable, except as may be specifically permitted by the Sponsor in its sole and absolute 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.

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 than what is mentioned in these rules or to award prizes otherwise than in compliance with these rules.

**10. LANGUAGE DISCREPANCY:** In the event of any discrepancy or inconsistency between English language version and the French language version of these Official Contest Rules, and disclosures or other statements contained in any contest materials, including but not limited to the contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the English version of the Official Rules shall prevail, govern and control.

**11. CONDITIONS OF ENTRY:** 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.

**12. 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.

**13. 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

**14. 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, with consent of the *Régie des alcools, des courses et des jeux* 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.

**15. PROVINCE OF QUEBEC:** Any litigation respecting the conduct or organization of the contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize in the contest may be submitted to the Régie only for the purpose of helping the parties reach a fair settlement.

**16. 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, use and disclosure of by the Sponsor, please refer to the Sponsor's Privacy Policy at: <http://corporate.shoppersdrugmart.ca/en-ca/privacy-policy.aspx>

**17. LAW:** 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.

**18. OFFICIAL RULES:** These rules are available on the Contest Website under "Official Contest Rules"