# EMAIL ACQUISITION CONTEST

- 1. NO PURCHASE IS NECESSARY TO ENTER THIS CONTEST (the "Contest").
- 2. All monetary amounts herein are calculated in Canadian dollars.
- 3. The Contest is open only to individuals who (i) are legal or permanent residents of Canada; and (ii) are at least eighteen (18) years of age and have reached the age of majority in their province or territory of residence at the time of entry (collectively, the "Contestants"), except the directors, officers, agents and employees of REITMANS (Canada) Limited and all of its affiliated and associated entities and divisions (collectively, "REITMANS"), their respective advertising and promotional agencies and all members of their respective immediate families living in the same household and any other persons with whom they are domiciled. For greater certainty, it is understood that Contestants who are minors in their province or territory of residence are not eligible to enter the Contest.
- 4. By entering the Contest, each Contestant accepts the terms and conditions of these Contest rules and regulations (the "**Rules**") and agrees to be bound by them. The Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The Contest is void where prohibited or restricted by law.
- 5. The Contest will be open:
  - a. From March 1, 2024 to March 31, 2024 <u>in-store</u> (the "Store Mode of Entry") at all participating REITMANS stores across Canada (each a "Store") during the regular local business hours applicable at each Store (each such Store's regular closing time on March 31, 2024 being the "Store Entry Deadline" in respect of the Store in question), the whole as more fully set forth in Section 6A);
  - b. from March 1, 2024 at 12:01a.m. (Eastern time) to March 31, 2024 at 11:59 p.m. (Eastern time) <u>online</u> (the "Online Mode of Entry") on the REITMANS website at www.reitmans.com (the "Website") (11:59 p.m. (Eastern time) on March 31, 2024 being the "Online Entry Deadline") the whole as more fully set forth in Section 6B;
- 6. In order to enter for a chance to win the one (1) Prize (defined below), each entrant must either:

## A) Store Mode of Entry

- a. visit any Store by the applicable Entry Deadline; and
- b. sign-up of REITMANS mailing list providing his or her email address to the cashier.

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#### **B) Online Mode of Entry**

- a. go to the Website; and
- b. sign-up for REITMANS mailing list by completing the sign-up form available on the Website with his or her email address, name and postal code.

- 7. All eligible entries for the Contest must be received by REITMANS by the applicable Entry Deadline and must comply with the terms hereof. All entries become the property of REITMANS. Any entries by third parties, or generated by a script, macro or by any other automated means whatsoever (including, without limitation, any electronic, robotic or computer automated or automatic contest entry program, tool, service, script, bot, macro, system or software, whether commercially developed or otherwise), or that contain typographical errors, are altered, tampered with, incomplete, inaccurate, irregular in any way, or otherwise not in compliance with the Rules, will be considered null and void and will cause the disqualification of such entrant from the Contest. Repeated violations of the foregoing may render such entrant ineligible for future contests or promotions offered by REITMANS. Odds of winning the Prize will vary depending on the number of eligible entries received by the applicable Entry Deadline.
- 8. ONLY ONE (1) ENTRY PER ENTRANT WILL BE PERMITTED (WHETHER ONLINE OR IN-STORE) AND ALL ADDITIONAL ENTRIES WILL BE DISQUALIFIED. For greater certainty, it is understood that all additional entries made by or for a single entrant, or any attempt by an entrant to make more than one (1) entry per entrant, whether by multiple e-mail accounts, identities, registrations, or any other methods, will be considered null and void and will cause the disqualification of such entrant from the Contest. Repeated violations of the foregoing may render such entrant ineligible for future contests or promotions offered by REITMANS.
- 9. For purposes of awarding the Prize, one (1) random draw will be conducted at the head offices of REITMANS in Montréal, Québec on April 7, 2024 at approximately 10:00 a.m. (Eastern Time) (the "Draw Date") in order to select the Prize (as defined below) winner (the "Prize Winner") from among all of the eligible entries received by the Entry Deadline. One (1) prize (the "Prize") will be awarded consisting of one (1) or more REITMANS gift cards (the "Gift Cards") having an aggregate value of two hundred fifty dollars (\$250.00) which may be used at any Store. The Contest will have one (1) Prize Winner.
- 10. For the purposes of claiming his or her Prize, the Prize Winner will be contacted by e-mail on the Draw Date (the "Claim Date"). If the Prize Winner cannot be reached by the Claim Date for any reason whatsoever, such Prize Winner will be disqualified and deemed to have forfeited his or her Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances, REITMANS may decide, in its sole and absolute discretion, to select an alternate Prize Winner by a random draw conducted by REITMANS until such time as contact is made by e-mail with such newly selected Prize Winner. REITMANS will not be responsible for failed attempts to contact the Prize Winner for any reason whatsoever, including, without limitation if any e-mail communication is unsuccessful, not returned or returned as undeliverable. If all or part of the Prize cannot be awarded to the Prize Winner due to actions or circumstances beyond the control of REITMANS, REITMANS may decide, in its sole and absolute discretion, to award a substitute prize (or substitute prizes) of equal or greater retail value.
- 11. REITMANS reserves the right to verify eligibility qualifications of any entrant or Prize Winner. In addition to the eligibility qualifications set forth in Section 3, the Prize Winner must comply with the Rules and correctly answer a time-limited, mathematical skill-testing question (without the assistance of another person or mechanical device) (the "Skill-Testing Question") included as part of the Release (defined below) and/or included in the email correspondence between REITMANS and the Prize Winner and/or as otherwise may be provided by REITMANS. In addition to the foregoing and in order to be eligible to

receive the Prize awarded hereunder, the Prize Winner may be required to execute a full release and affidavit of eligibility in a form to be provided by REITMANS which, inter alia, relieves REITMANS from any and all liability for injury associated with the Prize or any component thereof awarded to such Prize Winner, as well as satisfy any and all laws and regulations and other criteria required by the Prize Winner's province or territory of residence (the "Release"). Should the Prize Winner not comply with the Rules, decline his or her Prize or any part thereof for any reason whatsoever, not claim his or her Prize by the Claim Date, incorrectly answer the Skill-Testing Question, not execute any required Release, or otherwise fail to satisfy any requirement or eligibility qualification contained herein, such Prize Winner will be disgualified and deemed to have forfeited his or her Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances, REITMANS will not have any further obligation to such Prize Winner in question and REITMANS may decide, in its sole and absolute discretion, to select a new Prize Winner as set forth in Section 10 and the terms and conditions of Section 10. Section 11 and Section 12 herein will apply *mutatis mutandis* to such newly selected Prize Winner.

- 12. The Prize Winner will be entitled to be awarded his or her Prize on the date on which the eligibility qualifications of such Prize Winner have been satisfied in accordance with Section 11 herein (the "Award Date"). The Prize will be sent to the Prize Winner by registered mail or courier to the address provided by such Prize Winner (a signed acknowledgment of receipt at the delivery location will be required) within five (5) business days following the Award Date (the "Delivery Date"). REITMANS reserves the right to modify, in its sole and absolute discretion, the method of delivery of the Prize described in this Section 12 in the event that it is not possible due to any cause beyond the control of REITMANS. The Prize Winner's name and/or photograph may appear on the Website, the Facebook Page, and/or any other REITMANS online social networking and media marketing web pages for no less than thirty (30) days following the Award Date.
- 13. No cash, product substitution or prize equivalent will be permitted. The Prize cannot be combined or used in conjunction with any other contest or offer. The Prize must be accepted as is, and cannot be redeemed for cash, prepaid cards or any other gift card, in whole or in part. No component of the Prize may be returned after pick-up or delivery, as applicable. No rain checks will be provided. No refund or compensation of any costs or expenses incurred by the Prize Winner will be made.
- 14. If, by reason of a typographical or other error, more prizes are claimed than the number set forth in the Rules, all individuals making purportedly valid claims will be included in a random draw to award the advertised number of prizes available. No more than one (1) Prize will be awarded in connection with the Contest.
- 15. By entering the Contest, all entrants (A) irrevocably grant to REITMANS the right (i) to include their name and information (including e-mail address) on any of REITMANS' mailing/e-mail lists and for any live person to person and Automatic Dialing-Announcing Device calls, in each case for all purposes required in connection with the Contest and, to the extent permitted by and in accordance with applicable law, for promotional purposes relating to REITMANS, and (ii) to use their name in any publicity carried out by REITMANS, and (B) agree to grant to REITMANS a non-exclusive irrevocable license and right to incorporate, use and reproduce, in whole or in part, their photograph, voice, name, actual or simulated likeness, biographical information, city or original hometown and province or territory of residence, without additional compensation or consideration of any

kind, for the purposes set out herein in connection with the Contest as well as in and in connection with, the advertising, exhibiting, marketing, promotion and exploitation of its business in any manner, in all media throughout the world whether now known or hereinafter devised, including without limitation, the Website, the Facebook Page, and/or any other REITMANS online social networking and media marketing web pages, and all forms of print, radio, television, home-video, CD ROM, DVD, and other interactive "electronic" media, in perpetuity. Those individuals who do not wish that their personal information be used for such purposes are required to so indicate in writing to REITMANS at the following address: 250 Sauvé Street West, Montréal, Québec, H3L 1Z2; ATTENTION: REITMANS Customer Service. For further information regarding the use of an entrant's personal information by REITMANS, please refer to the Privacy Policy on the Website.

- 16. All expenses related or incidental to the receipt and use of the Prize, including any and all surcharges, fees, taxes (federal, provincial or local), and any travel or transportation costs (whether ground, air or otherwise) will be the sole responsibility of the Prize Winner. Without limiting the generality of the foregoing, all fees, costs and expenses of any kind whatsoever not specifically stated herein to be the responsibility of REITMANS will be the sole responsibility of the Prize Winner and no refund or compensation of any such fees, costs and expenses incurred by the Prize Winner will be made. The Prize and every component thereof is non-transferable, non-refundable and may not be reissued or revalidated in whole or in part.
- 17. REITMANS will not be responsible for lost, stolen, mutilated, late, misdirected or ineligible entries that may occur in the administration of the Contest. REITMANS will not be responsible under any conditions whatsoever for any problems or technical malfunctions relating to the Contest, for any printing or typographical errors or problems in connection with any Contest-related materials, or for any computer, online, human or technical malfunctions that may occur in the administration of the Contest, including problems with the Website, the Facebook Page, the Contest Page, any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by REITMANS on account of technical problems, human error 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 relating to or resulting from participation in the Contest or downloading any Contest-related materials.
- 18. Subject to a contrary ruling by the Régie (defined below), if for any reason the Contest is not capable of running as planned due to (i) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, technical malfunctions or any other causes corrupting or affecting the administration, security, fairness, integrity or proper conduct of the Contest whether in connection with the Website, the Facebook Page, the Contest Page or otherwise, (ii) insufficient entries, or (iii) due to any other cause beyond the control of REITMANS, REITMANS reserves the right, in its sole and absolute discretion, to disqualify an individual and/or cancel, terminate, modify or suspend the Contest in whole or in part and/or modify the Rules. Without limiting the generality of the foregoing, REITMANS reserves the right to prohibit an entrant from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants, CAUTION: ANY ATTEMPT BY ANYONE TO DAMAGE OR DISRUPT THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST WILL BE CONSIDERED A VIOLATION

#### OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, REITMANS RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

- 19. In the event of any dispute regarding entries received from multiple users having the same e-mail account, entries will be deemed to be made by the authorized account holder of the e-mail address submitted during entry, but only if he or she meets all other eligibility criteria contained in the Rules. The "authorized account holder" is the natural person who is assigned to the e-mail address by an internet access provider, online service provider or other organization (e.g. business, educational, institutional, etc.) that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. The Prize Winner may be required to provide REITMANS with proof that he or she is the authorized account holder of the e-mail address associated with the winning entry, or forfeit his or her Prize.
- 20. All entrants assume all liability for injuries caused or claimed to be caused by participation in the Contest, or the use or misuse of the Prize granted herein, including any and all losses, damages, rights, claims, costs, actions and causes of action with respect to the Prize (including without limitation, in connection with travel, if applicable). Without limiting the generality of the foregoing, by entering the Contest, entrants release and forever discharge REITMANS and its parent companies, affiliates, subsidiaries, agents, advisors, employees, officers, directors, shareholders, representatives, licensees, franchisees, advertising and promotional agencies, successors and assigns from any and all losses, damages, rights, claims, costs, actions and causes of action of any kind whatsoever arising in connection with the Contest or resulting from the acceptance, possession, or use or misuse of the Prize or any component thereof granted herein or any other prize that may be awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage as well as claims based on publicity rights, defamation, or invasion of privacy.
- 21. It is each entrant's sole responsibility to notify REITMANS in writing at the address indicated above if he or she changes his or her telephone number, e-mail or mailing address or any other contact information. All corrections to the contact information of an entrant must be received by REITMANS by the Entry Deadline.
- 22. To the extent permitted by applicable law, if any of the terms of the Rules are or become invalid, are ruled illegal by the Régie or any court of competent jurisdiction, or are deemed unenforceable under the then current applicable laws, it is the intention of the parties hereto that the remainder of the Rules will not be affected thereby and will remain in full force and effect.
- 23. For Québec entrants, any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* (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.
- 24. For an additional set of the Rules and/or the Prize Winner's name, visit the Website or send a written request by self-addressed, stamped envelope (ensure that sufficient postage is included) to: Reitmans (Canada) Limited, 250 Sauvé Street West, Montréal, Québec H3L 1Z2; ATTENTION: REITMANS Customer Service.