# "Subscription to the Jean Coutu Newsletter"

 The Jean Coutu Group (PJC) Inc. (the "Organizer") is the Organizer of the "Subscription to the Jean Coutu Newsletter" contest (the "Contest"). For the purposes these rules, only the Organizer administers the Contest.

#### **Eligibility and Registration**

- 2. The Contest begins on **February 1<sup>st</sup>**, **2023 at 12:01 a.m.** (Eastern time) (the "Contest Opening Date") and ends on **February 28**, **2023 at 11:59 p.m.** (Eastern time) ("Contest Closing Date").
- **3.** The Contest is intended solely for Quebec, Ontario and New-Brunswick residents who have reached the age of 16 by the Contest Opening Date.
  - \*If the entrant is a minor, as defined by the jurisdiction of the entrant's province of residence, the signature of a parent or guardian is required to claim the prize, otherwise the minor's selected entry will be disqualified.
- 4. The employees of the Organizer of all establishments affiliated or linked to the Organizer (all employees of the head office of the Jean Coutu Group and McMahon and all employees of the Jean Coutu network and of Brunet), and also of the representatives and advertising or promotional agencies of record for the Contest (the "Partners") or any other stakeholder directly involved in the Contest, and the individuals living with them are not allowed to enter the Contest.

### **Participation**

- **5.** To enter the Contest, the Entrant must:
  - Register for the Jean Coutu Newsletter either by completing the registration form at jeancoutu.com
    or directly at the checkout at all Jean Coutu stores between February 1st and February 28, 2023;
  - Still be subscribed to the newsletter on the date of the draw.

Limit of one entry per email address, per entrant for the duration of the Contest.

**6.** For the purposes of these Rules, the Entrant is the person whose name appears in the newsletter account and it is to this person that the Prize will be awarded if they are selected and declared a winner. Limit of one prize per subscriber.

### **Draw**

7. On **March 6, 2023, 11:00 a.m.** (Eastern time), twenty (1) Entrants will be selected randomly and electronically by "PROMOTION SOLUTIONS" located at 2261 Royal Windsor, Unit C, in Mississauga, Ontario (the "Selected Entrant").



#### **Price**

8. The Winner (as defined hereunder) will each be awarded the following prize (the "Prize"):

#### "A Jean Coutu gift card valued at \$100."

- Gift cards are not credit cards or debit cards;
- Gift cards must be presented at the time of purchase and allow the available credit to be exchanged for merchandise offered at any Jean Coutu store (subject, where applicable, to any restrictions prescribed by law);
- Gift cards have no expiration date;
- The value of purchases made with your gift card will be deducted from the gift card until the balance of the gift card reaches zero;
- You can check the balance of youeachr gift card by presenting it at a Jean Coutu store;
- Gift cards cannot be redeemed for cash, except when required by law. They cannot be returned or refunded. Furthermore, they cannot be used to pay for other gift cards or as a method of payment for an online purchase;
- The Contest Organizer is not responsible for lost, stolen or damaged gift cards. No refund or replacement will be made if your gift card is used without your authorization;
- In the case of unusable or defective gift cards, the Jean Coutu Group may issue a replacement, provided that the card has a credit balance;
- Any attempt to unlawfully tamper with or modify a gift card will result in the automatic cancellation of the gift card and the credits attached to it without notice;
- Gift cards (including any information that may be displayed, engraved or encoded, as well as intellectual property rights) remain the property of the Jean Coutu Group. Gift cards cannot be resold.

#### **Conditions Applicable to Prizes**

**9.** Prizes are subject to the terms and conditions of use of the prize provider. Additional restrictions may apply. The Organizer has no liability for the prize once awarded.

#### **Winners**

- **10.** To be declared a Winner, the Selected Entrant must:
  - a) Be reached by telephone or email by the Organizer within three (3) days of the selection of entrants. If the Selected Entrant is not reached within the prescribed time following appropriate and reasonable steps taken by the Organizer, their participation will be cancelled and a second Entrant will be selected. If the second Entrant is not reached within three (3) days of the second selection, their participation will be cancelled and no other Entrant will be selected and the prize will not be awarded; In the event that a selected entrant is contacted by email, they must respond to it according to the email instructions, if any. Any email notification of a prize followed by a notification that the message could not be delivered will result in disqualification of the entrant;
  - b) Correctly answer a mathematical skill testing question on the Waiver and Release Form (the "Form");
  - c) Accept the Prize as described in the Contest Rules herein (the "Contest Rules"); the Prize may not be assigned, modified or redeemed in part or in whole for any amount or other consideration;



- d) Complete and sign the Contest Waiver and Release Form and return it to the Organizer within the time period shown in the letter attached to the Form. Should the Selected Entrant fail to return the Waiver and Release Form within this time period, the Prize will be awarded to another Entrant;
- e) Accept the Prize terms and conditions;

#### **General Conditions**

- 11. Odds of winning depend on the number of valid entries received by the Contest Close Date.
- **12.** A Selected Entrant's refusal to accept a prize under the terms of these rules releases the Organizer and Partners from all of their obligations related to the Prize toward this Entrant.
- 13. The Organizer and Partners reserve the right, at their entire discretion, to cancel, terminate, amend or suspend, in whole or in part, the Contest should an event occur or any other human intervention corrupt or affect the Contest administration, security, objectivity or normal running as provided in the Contest Rules, subject to the approval of the *Régie des alcools, des courses et des jeux du Québec,* as required. Under no circumstances will Organizer, its subsidiaries, all of Organizer's affiliated institutions and Partners be required to award more than one Prize or award a Prize other than in accordance with the Rules.
- 14. Personal information about Participants collected in connection with this Contest is used solely for the administration of this Contest and is subject to the Privacy Policy. No communication, commercial or otherwise, unrelated to this Contest will be sent to the Entrant by The Jean Coutu Group (PJC) Inc. unless the Entrant has otherwise allowed The Jean Coutu Group (PJC) Inc. or its affiliates, as the case may be, to do so.
- **15.** The Organizer and the Partners shall not assume any liability whatsoever in any case where their inability to act would result in a circumstance or situation beyond their control or in the event of a strike, lockout or any other labour dispute in their establishments, organizations or businesses whose services are used for the holding of the Contest.
- **16.** The Organizer and Partners shall not assume any liability for any problem including, but not limited to: a technical failure of telephone networks or lines, online computer systems, servers or suppliers, computer equipment, software, or any other problem resulting directly or indirectly from a virus, bug or data transmission failure.
- 17. By entering this Contest, the Winner authorizes the Organizer, their Partners and representatives to use, if required, their name, photograph, image, statements related to the Prize, place of residence and/or voice without any form of compensation, at their discretion and without restriction as to the period of use, in any media and worldwide, for advertising or any other purpose.
- 18. In the event that, for reasons beyond their control and not related to the Winners, the Organizer and the Partners cannot award the Prize (or a portion thereof) as described in the Rules, they reserve the right to award a prize (or portion thereof) of the same kind and of equivalent value or, at their sole discretion, the value of the Prize (or portion thereof) in cash.



- 19. The Winner releases the Organizer and Partners, their advertising and promotional agencies, their employees, agents and representatives from all liability for any accident, damage, loss, prejudice or inconvenience of any nature whatsoever that they may suffer as a result of participating in the Contest or any damage of any nature whatsoever that they may suffer as a result of the acceptance and use of the Prize.
- **20.** The Organizer has duly paid the fees payable with respect to this Contest, as required by the *Act respecting lotteries, publicity contests and amusement machines* (L.R.Q., Chapter L-6).
- **21.** Any dispute regarding the organization or conduct of an advertising contest may be referred to the *Régie des alcools, des courses et des jeux* (the "Régie") for settlement. Any dispute regarding a prize may be referred to the Régie solely for the purpose of settling the matter.
- 22. Any Entrant who fails to comply with these Rules may be disqualified.
- 23. Any false statement from an Entrant will automatically disqualify their Contest entry.
- 24. The Organizer's and Partners' decisions are final and may not be appealed.
- 25. To view the Contest Rules and the list of Winners, visit <a href="www.jeancoutu.com/concours">www.jeancoutu.com/concours</a>.
- 26. The Winner may claim their Prize from the Organizer, The Jean Coutu Group (PJC) Inc.
- **27.** In case of discrepancy between the French and English versions of the Contest Rules, the French version will prevail.

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