

RULES

INSTAGRAM CONTEST

NYX Fire Makeup

Organizer

1. The Jean Coutu Group (PJC) Inc. (the “Organizer”) is the Organizer of the “**NYX Fire Makeup**” Contest (the “Contest”).

Effective Date

2. The Contest will run from October 18, 2021 at 10 a.m. (Eastern Time) (the “Contest start date”) up until October 24, 2021 at 10:59 a.m. (Eastern Time) (the “Contest end date”).

Eligibility

3. The Contest is intended solely for Quebec, Ontario and New-Brunswick residents who have reached the age of 16 at the Contest Opening Date.

**If the participant is a minor, as defined in the jurisdiction of the province of residence of the participant, the signature of a parent or legal guardian is required to claim a 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 McMahan 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.

Instagram Participation

5. To enter the Instagram Contest, an Entrant must have an internet access, a smartphone and an Instagram account. To enter the Contest, each Entrant must be an Instagram registered user. An Entrant without an Instagram account will just have to enroll and get a free Instagram account. Only one (1) Instagram account can be used by each Entrant as part of this Contest for the full term of the Contest.

To enter the contest, participants must follow the Contest Organizer on Instagram (@pjcjeancoutu), post a photo of their most spectacular makeup in their “feed” and tag the Organizer (@pjcjeancoutu).

Limit of one entry per Instagram account per person for the entire duration of the contest.

6. The Contestant may only use one (1) Instagram account for this Contest. Multiple contestants may not share the same Instagram account. Should the identity of a contestant who entered through Instagram is challenged; the authorized owner of the social media account used will be deemed the Contestant. “Authorized account owner” means the person assigned to the social media account

by the supplier, the online supplier or the organization responsible for supplying the social media account in question. Selected Contestants may be required to provide proof that they are the authorized holder of a given account.

7. Use of the same Instagram or other account by several Contestants will lead to the account owner's disqualification.
8. The Organizers reserve the right to disqualify any person or cancel one or more entries of any contestant who attempts to enter in a way that does not comply with the Contest Rules or that is unfair to the other entrants (e.g. number of entries exceeds the allowable limit, several participants using the same social media account, etc.). The decision of the Organizers is final and without appeal.

Draw

9. The draw will take place on October 24, 2021 at 11 a.m. (Eastern Time), at Substance/Radiance agency, located at 1360, Ropery, #101, Montreal.

All photos will be shared on the Jean Coutu Instagram page and the person with the best executed makeup will win the prize.

Prizes

10. The Winner (hereinafter defined) will receive the following prize:

"A NYX makeup product kit, valued at approximately \$250 and a Jean Coutu gift card, valued at \$250".

Winner(s)

11. The Instagram participants will receive a notification inviting him to send his details to the Organizer via a private Instagram message so that the Organizer can reach him.
12. To be declared a Winner, a Selected Entrant must:
 - a) Contact the Organizer within 24 hours following the announcement of winners. If the Selected Entrant has not reported within this time period, his/her entry will be cancelled, and a second Entrant will be selected, and so on up until an Entrant claims his/her prize.
 - b) 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.
 - c) Complete and sign the Statement and Organizer Liability Waiver Form (the "Form") and return it to the Organizer within the time period shown in the email attached to the Form. Should the Winner fail to return the Form within this time period, the Prize will be awarded to another Entrant.
 - d) Correctly answer a mathematical skill-testing question on the Statement and Organizer Liability Waiver Form (the "Form").
 - e) Accept the Prize terms and conditions.

General Conditions

13. Winning probabilities are subject to the number of valid entries.
14. Should a runner-up refuse to accept the Prize, the Organizer and Partners will be released from all their obligations with respect to the Prize towards this runner-up.
15. 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. In any event, the Organizer, their subsidiaries and affiliates and the Partners will not be required to award more than one Prize or to award any prize otherwise than in compliance with the Contest Rules.
16. Any private information collected on Entrants as part of the Contest will be used solely to administer this Contest and will be subject to the Privacy Policy. No unrelated business or other disclosure will be sent to The Jean Coutu Group (PJC) Inc., except if an entrant has authorized The Jean Coutu Group (PJC) Inc. or their affiliates, if applicable, to do so.
17. The Organizer and Partners assume no responsibility whatsoever in all cases where their failure to act would result from an occurrence or a situation beyond their control or from a strike, a lock-out or any labour dispute in their stores, organizations or firms providing the Contest conduct services.
18. The Organizer and Partners assume no responsibility whatsoever for any problem, including but not limited to: a network or phone line, online computer system, server or supplier, hardware and/or software technical failures or any other problem resulting directly or indirectly from a virus, bug or data transmission failure.
19. When entering the Contest, the Winner authorizes the Organizer, the Partners and their representatives to use, if required, the Winner's name, picture, image, statements with respect to the Prize, place of residence and/or voice without any form of compensation, at their discretion and without limitations as to the period of use, in any media, at a world scale, for advertising purposes or for any other purpose.
20. If a selected eligible Entrant is awarded a prize further to a mistake, a failure or a wrong system operation, or else due to a human error, the Prize will be returned to the prize lot to be awarded again.
21. If, for reasons beyond their control and unrelated to the Winners, the Organizer and Partners could not award the Prize (or a portion of the Prize) as described in the Contest Rules, they reserve the right to award as a Prize (or as a portion of the Prize) a prize of the same nature or of an equivalent value, at their own discretion, or the value of the Prize (or a portion of the Prize) in cash.
22. The Winner will hold the Organizer and Partners, their advertising and promotional agencies, employees, agents and representatives harmless against any and all accidents, damages or losses whatsoever the Winner could suffer from entering the Contest or any damages whatsoever the Winner could suffer further to the Prize acceptance and use.
23. The Organizer has duly paid the fees required regarding this Contest in accordance with the *Act respecting lotteries, public contests and amusement machines* (L.R.Q., Chapter L-6).
24. Any dispute regarding the organization or conduct of an advertising contest may be referred to the *Régie des alcools, des courses et des jeux* for settlement. Any dispute regarding a prize

award may be referred to the Régie solely for the purpose of settling the matter.

- 25.** Any Entrant who fails to comply with these Rules may be disqualified.
- 26.** Any false statement from an Entrant will automatically disqualify his/her Contest entry.
- 27.** The Organizer's and Partners' decisions are final and may not be appealed.
- 28.** To review the Contest Rules and the list of Winners, please visit <https://www.jeancoutu.com/en/contests/>.
- 29.** A Winner may claim his/her Prize from the Organizer, i.e. The Jean Coutu Group (PJC) Inc
- 30.** In case of discrepancy between the French and English versions of the Contest Rules, the French version will prevail.