

“Win gifts at Jean Coutu thanks to Lindt rules”

1. The Jean Coutu Group (PJC) Inc. (the "*Organizer*") is the Organizer of the "**Win gifts at Jean Coutu thanks to Lindt rules**" contest (the "*Contest*"). Only the Organizer administers the Contest.

Eligibility and Registration

2. The Contest begins on August 3, 2023, at 00:01 a.m. (Eastern Time) (the "Start date of the Contest") and ends on August 24, 2023 at 11:59 p.m. (Eastern Time) (the "End date of the Contest").
3. The Contest is open only to residents of Quebec, Ontario and New Brunswick who have reached the aged of majority in their province of residence on the Contest opening date and are **Moi** program members (the "*Entrants*"). If the Entrant is not a member of the **Moi** Program (the "*Program*"), the Entrant may enroll in the Program directly online at **moiprogram.ca**. Membership in the Program is free. The Participant must agree to all the terms and conditions of the Program and finalize registration in order to participate in the Contest. The Entrant must ensure that the contact information in their **Moi** account is accurate at all times to allow the Organizer to reach them, if applicable.
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 (PJC) inc. and all employees of pharmaceutical establishments affiliated with the Jean Coutu network and Brunet), and 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. There are two (2) ways to enter the Contest. The participant may enter either with or without purchasing a participating product.

5.1 With a purchase

From August 3 to August 24, 2023, with any purchase of Lindt product in establishments affiliated with the Organizer, and upon presentation of a valid **Moi** membership card, the participant will automatically be entered in the Contest.

Each purchase provides one contest entry.

If the participant makes a return and receives a refund on any of the participating products purchased within the valid period of the Contest, the participant may lose their participation in this Contest, at the sole discretion of the Contest Organizer. The participant would then have the option of participating in this Contest via the "No Purchase Required" mode described below.

5.2 No purchase required

The Entrant may enter the Contest without purchase by following the instructions below:

- Write a one hundred (100) word handwritten statement (no photocopying or mechanical reproduction) explaining why they should win the Prize (hereinafter defined).
- Enter your name, complete address including postal code, telephone number and email address.
- Enter your **Moi** membership number.
- Send your text in a separate envelope with sufficient postage for each entry to the following address:

"Win gifts at Jean Coutu thanks to Lindt rules" contest

Groupe Jean Coutu (PJC) Inc.
C/O Nathalie Picard
245 Jean Coutu Street
Varenes, Quebec
J3X 0E1

Entries must be received by the Organizer no later than **August 24, 2023**, before 11:59 p.m. Valid and compliant entries will be added to the entry database.

Any entry that does not comply will be automatically cancelled.

Limit of one entry per day, per person. Additional entries will be disqualified.

6. For the purposes of these Rules, the Entrant is the person whose name appears on the **Moi** 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 **Moi** account.

Draw

7. **August 29, 2023, at 11:00 a.m.** (Eastern time), twelve (12) Entrants will be selected electronically and randomly at The Jean Coutu Group (PJC) Inc. located at 245 Jean Coutu Street in Varenes (the "*Selected Entrant*"), from among all eligible entries received during the contest period.

Prize

8. The winner (defined below) will each receive the following prize:

"A Jean Coutu gift card valued at \$1000."

- 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 your 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 on them, as well as intellectual property rights) remain the property of the Jean Coutu Group. Gift cards cannot be resold.

Conditions Applicable to the Prizes

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

Winners

10. To be declared a Winner, the Selected Participant must:
- a) be reached by email or telephone by the Organizer within three **(2) days** following the selection of the Selected Participant. If the Selected Participant is not reached within the determined delay, his contest entry will be cancelled, and a second Selected Participant will be selected. If the second Selected Participant is not reached within two **(2) days** following the second selection, his contest entry will be cancelled, and no other Selected Participant will be selected, and the Prize will not be awarded.
 - b) have correctly answered a math skill-testing question on the Declaration and the Organizer Liability Exemption form (the “Form”).
 - c) have accepted the Prize as described here in (the “Rules”), which may not be transferred, modified, or exchanged in part or in whole against a sum of money or any other value.
 - d) have completed and signed the Declaration and the Organizer Liability Exemption form (the “Form”) and have returned it to the Organizer in the delay indicated in the e-mail accompanying the Form. Should the Winner fail to return the Declaration and the Organizer Liability Exemption form in the required delay, the Prize will be awarded to another Participant.
 - e) have accepted the conditions relative to the Prize.

General Conditions

11. The odds of winning depend on the number of entries received by the Contest closing date.
12. The refusal of a Selected Participant to accept the Prize frees the Organizer and the Partners of all their obligations relative to the Prize towards this Selected Participant.

13. The Organizer and the Partners reserve the right, at their entire discretion, to cancel, terminate, modify or suspend, in whole or in part, this Contest should an event occur or any other human intervention have tainted or adversely affected the administration, security, impartiality or the normal unfolding of the Contest as provided for in these Contest Rules and, in accordance to the approval of la Régie des alcools, des courses et des jeux du Québec, if required. In all cases, The Organizer and its subsidiaries and all establishments affiliated to the Organizer and the Partners may not be held to attribute more than one prize or to attribute a prize otherwise than in compliance to these Rules.
14. The personal information gathered on Participants regarding this Contest is used solely to administer this Contest and is subject to the policy on privacy protection. No communication, commercial or other, not linked to this Contest, will be sent to The Jean Coutu Group (PJC) Inc., except if the Participant has authorized The Jean Coutu Group (PJC) Inc. or its affiliated companies, if applicable, to do so.
15. The Organizer and the Partners assume no responsibility of whatever nature in all cases where their incapacity to act would result from an occurrence or a situation beyond their control or a strike, a lock-out or any labour dispute in their stores, organizations, or firms whose services are used to hold the Contest.
16. The Organizer and the Partners incur no responsibility for any problem including but not limited to: a technical failure of the networks or the telephone lines, the on line computer systems, servers or suppliers, computer equipment, software, or any other problem resulting directly or indirectly from a virus, a bug or a data transmission failure.
17. By entering this Contest, the Winner authorizes the Organizer and the Partners, their partners and representatives to use, if required, his names, picture, image, his declarations relative to the Prize, his place of residence and/or his voice without any form of remuneration, at their discretion and without limits as to the period of use, in any media, throughout the world, for advertising purposes or for any other purpose.
18. If for reasons beyond their control and not related to the Winners, the Organizer and the Partners could not award the Prize (or a portion of the Prize) as described in the official Contest Rules, they reserve the right to award a prize (or a portion of the Prize) of the same nature or of an equivalent value, at their own discretion, the value of the Prize (or a portion of the Prize) in cash.
19. The Winner frees the Organizer and the Partners, its advertising and promotional agencies, their employees, agents, and representatives for any accident of whatever nature they could experience when entering the Contest or for any damage of whatever nature that they could experience following the acceptance and the use of their Prize.
20. The Organizer has duly paid the rights required regarding this Contest in accordance with the *Act respecting lotteries, advertising contests and amusement machines* (L.R.Q., chapter L-6).
21. Any dispute regarding the organisation of a promotional contest may be referred to the Régie des alcools, des courses et des jeux to be settled. Any dispute regarding the awarding of a prize may be referred to the Régie solely in view of resolving the issue.
22. Any Participant who fails to comply with these Rules may be disqualified.
23. Any false declaration on the part of a Participant will automatically disqualify his contest entry.

24. The decisions of the Organizer and the Partners are final and may not be appealed.
25. To see the Contest Rules and the list of Winners, go to www.jeancoutu.com/en/contests.
26. The Winners may claim their Prize from the Organiser, i.e. The Jean Coutu Group (PJC) Inc.
27. In the event of a divergence between the French and English versions of this Contest Rules, the French version shall have precedence.