

## “Win gifts at Jean Coutu thanks to Lindt!”

1. The Jean Coutu Group (PJC) Inc. (the "*Organizer*") is the Organizer of the "**Win gifts at Jean Coutu thanks to Lindt!**" contest (the "*Contest*"). Only the Organizer administers the Contest. For the purposes of these Rules, Lindt & Sprüngli (Canada) Inc. is hereinafter defined as the "*Partner*." The Partner acts solely as a prize supplier and cannot be held responsible for anything related to the conduct of the contest and has no role in the management of this contest. Only the Organizer administers the Contest.

### Eligibility and Registration

2. The Contest begins on November 11, 2021 at 00:01 a.m. (Eastern Time) (the "Start date of the Contest") and ends on December 9, 2021 at 11:59 p.m. (Eastern Time) (the "End date of the Contest").
3. The Contest is intended solely for Quebec, Ontario and New Brunswick residents who have reached their majority in their province of residence and enrolled in the AIR MILES<sup>®</sup> Reward Program (the "Entrants"). If the Entrant has not enrolled in the AIR MILES<sup>®</sup> Reward Program (the "Program"), he/she may do it directly online at [airmiles.ca](http://airmiles.ca) \*. Program enrolment is free and immediate. The Entrant must ensure that the address and telephone number provided in his/her AIR MILES<sup>®</sup> member account are at all times accurate to help the Organizer contact him/her, as needed.

*\*When enrolling in the Program, the Entrant agrees to be bound by the Terms and Conditions of the AIR MILES Reward Program as amended from time to time.*

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. There are two ways to enter the Contest. The participant may enter either with or without purchasing a participating product.

#### **5.1 With a purchase**

Between November 11 to December 9, 2021, with any purchase of a **Lindt Excellence, Lindor or Swiss Classics family bar from 100g, 150g and 300g, Lindor sachets or boxes of 150g to 240g** in the establishments affiliated to the Organizer and upon the presentation of his valid AIR MILES<sup>®</sup> collector's card, a contest entry will be automatically registered.

Each purchase provides one contest entry.

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Purchases made on the online store [jeancoutu.com/en/shopping](http://jeancoutu.com/en/shopping) also give an automatic entry for each participating product purchased if the participant indicates his membership number AIR MILES®.

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 Participant may enter the Contest by sending their entry by e-mail to the following address: [concours@jeancoutu.com](mailto:concours@jeancoutu.com) between 00:01 a.m. November 11, 2021 and before 11:59 on December 9, 2021. The participant must provide all the following information to be eligible for the draw:

- Indicate the **title of the contest** in the subject of his e-mail;
- Write a **letter of fifty (50) words** explaining why they should win the Prize (hereinafter defined);
- Indicate you the **AIR MILES® Collector number**;
- Correctly answer the following question: **“Name two participating products”**.

Limit of one entry per day per participant and per email address. Additional entries will be disqualified. A participant can not use more than one email address to enter the contest.

6. For the purposes of these rules, the Participant is the person whose name appears on the AIR MILES® Collector’s Account and it is to this person that the prize will be awarded if he/she is selected and declared a winner.

## Draw

7. On **December 14, 2021 at 11 a.m.** (Eastern Time), fourteen (14) participants will be selected electronically and randomly by “PROMOTION SOLUTIONS” located at 2261, Royal Windsor, Unit C in Mississauga, Ontario (the Selected Participant”).

## Prize

8. The Winners (defined below) are each awarded the following prize (the “Prize”) i.e.:

**“A Jean Coutu gift card valued at \$500.”**

### ***Jean Coutu gift card***

- *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);*

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- *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 telephone by the Organizer within three **(3) 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 three **(3) 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 answered correctly 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.

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12. LoyaltyOne, Inc. ("LoyaltyOne") is in no way connected to the management of the Contest.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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).
22. 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.



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23. Any Participant who fails to comply with these Rules may be disqualified.
24. Any false declaration on the part of a Participant will automatically disqualify his contest entry.
25. The decisions of the Organizer and the Partners are final and may not be appealed.
26. To see the Contest Rules and the list of Winners, go to [www.jeancoutu.com/en/contests](http://www.jeancoutu.com/en/contests).
27. The Winners may claim their Prize from the Organiser, i.e. The Jean Coutu Group (PJC) Inc.
28. In the event of a divergence between the French and English versions of this Contest Rules, the French version shall have precedence.

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