

## PC Money<sup>™</sup> Account Contest for Colleagues ("CONTEST") OFFICIAL CONTEST RULES ("CONTEST RULES")

- 1) SPONSOR: This Contest is sponsored by President's Choice Bank ("the Sponsor").
- 2) <u>CONTEST PERIOD</u>: This Contest begins on **July 26, 2023** at 12:00:01 AM (ET) and closes October 31, 2023 at 11:59:59 PM (ET) the ("Contest Closing date") (collectively the "Contest Period").
- **3)** HOW TO ENTER: NO PURCHASE NECESSARY. There are two (2) ways to enter the Contest (each an "Entry") as follows:
  - a) To be eligible to receive one (1) Entry:
    - i) sign up for a PC Money<sup>™</sup> Account through an "Open Account" link at <a href="mailto:pcfinancial.ca/colleaguecontest">pcfinancial.ca/colleaguecontest</a> website during the Contest Period (if you don't already have a PC Money<sup>™</sup> Account);
    - ii) setup your payroll direct deposit into your PC Money™ Account (if you have not done so already). Instructions can be found <a href="here">here</a>;
    - iii) receive at least 1 payroll direct deposit into your PC Money™ Account (if you have not done so already); and
    - iv) complete an official Microsoft Teams entry form through the link provided in the Contest announcement on Flip. To be eligible for Monthly draws, you must complete the form prior to a Monthly Draw Date (defined below) or by October 31, 2023 to be eligible for the Secondary Prizes and the Grand Prize Draw.

Please note: all Colleagues (as defined below) who have payroll attached to their PC Money™ Account prior to the Contest Period, will be eligible to enter the Contest. Colleagues must complete an official Microsoft Teams entry form as described above in a) iv).

b) Alternatively, to enter without opening and using a PC Money<sup>™</sup> Account as described above, mail an envelope bearing sufficient postage and containing a single piece of paper on which is hand-printed legibly your full name, personal email address, work email address (if applicable), business Unit, Employee ID# and daytime telephone number (with area code) to:

PC Money Account Contest for Colleagues President's Choice Financial 600-500 Lakeshore Blvd. West Toronto, ON, Canada M5V 2V5

(collectively, a "Mail-in Request"). To qualify, the Mail-in Request must be post-marked on or before 11:59:59 PM (ET) September 30, 2023, and received by the Sponsor by October 20, 2023. Requests which do not meet all of the aforementioned criteria will not be eligible to receive an Entry. No mechanical reproductions permitted. Mail-In Requests become the property of the



Sponsor and will not be acknowledged or returned. The Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Mail-in Requests.

Limit of 1 entry per person during the Contest Period, regardless of the method of entry. In the case of multiple entries, only the first eligible entry will be considered. Prizes are a taxable benefit. Any tax owing on a Prize by a winning colleague will be paid by the Sponsor.

**4)** <u>ELIGIBILITY:</u> Contest is open to legal residents of Canada (excluding Quebec) who have reached the age of majority within the province or territory of which they reside, and be a registered PC Optimum™ member at the time winners are confirmed and prizes awarded and as of the Contest Closing Date. You must, at time of entry and at the time winners are confirmed and prizes are awarded, be a full-time or part-time employee (a "Colleague") in good standing of the Loblaw family of companies, excluding Shoppers Drug Mart Retail, Holt Renfrew, T&T, George Weston Limited, Wittington, Choice Properties (each an "Entrant").

The Sponsor reserves the right at any time to require proof of identity and/or eligibility to participate in the Contest and any failure to provide such proof may result in disqualification at the Sponsor's sole discretion.

5) POTENTIAL WINNER SELECTION: Random draws will be made by the Sponsor or its designated representative on the following dates: Five (5) Monthly Prizes on each of August 23, September 26 and October 26, 2023; five (5) Secondary Prizes and one (1) Grand Prize on October 31, 2023 (the "Draw Dates") at 12:00:00 (ET) at Toronto, Ontario from all eligible entries received on or before the Monthly Prize draw dates or the Contest Closing Date, as applicable. There will be one selection deemed a potential Grand Prize winner (defined below). There will be five (5) selected Entries to be deemed a potential Secondary Prize winner (defined below) and there will be fifteen (15) selected Entries to be deemed a Monthly Prize winner (defined below). Confirmed winners of Monthly Prizes will be removed from the pool of entrants for subsequent monthly draws. Monthly winners will be eligible for the secondary and grand prize draws.

The Sponsor or its designated representative will make a maximum of three (3) attempts to contact each potential Prize winner via the Colleague's personal email address within ten (10) business days of the Draw Dates. If any potential Prize winner cannot be contacted within three (3) attempts or ten (10) business days of the Draw Dates, or fails to respond to such contact within the allotted time, that potential Prize winner will be disqualified and shall not be entitled to receive any prize, and another Entrant may, at the sole and absolute discretion of the Sponsor, be selected at random from the remaining eligible entries, and be subject to disqualification, in the same manner. Each Prize will be awarded only to those selected Entrants whose entry is drawn and who become a confirmed winner in accordance with these Contest Rules.

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid which will be administered by telephone on a pre-arranged date and time, or, at the sole and absolute discretion of the Sponsor, by another method acceptable to the potential Prize winner; (b) sign and return within ten (10) business days of notification the Sponsor's declaration and release form, which (among other things): (i)



confirms compliance with these Contest Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Sponsor and Loblaw Companies Limited and each of their respective affiliates, directors, officers, employees, parent and related companies, licensors, licensees, subsidiaries, franchisees and advertising and promotional agencies and assigns (Collectively, the "Released Parties") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If a potential Prize winner: (a) fails to correctly answer the skill-testing question in the manner described above; (b) fails to return the properly executed Contest documents, within the specified time; and/or (c) cannot accept the Prize as awarded (for any reason); then he/she will be disqualified (and will forfeit all rights to any Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible Entrant from among the remaining eligible Entries received during the Contest Period (in which case the foregoing provisions of this section shall apply to such new potential Prize winner, with the necessary amendments).

- **6) <u>ODDS OF WINNING:</u>** The chances of being selected as a Potential Winner depends upon the number of eligible entries received.
- 7) <u>PRIZES/APPROXIMATE RETAIL VALUES (ARVs):</u> There are a total of twenty-one (21) prizes (each a "Prize") available to be won, as follows:
  - a) GRAND PRIZE: There is one (1) grand prize available to be won (the "Grand Prize") consisting of "free groceries for a year" to be awarded in the form of sixteen million and three hundred thousand (16,300,000) PC Optimum™ points. The approximate retail value ("ARV") of the Grand Prize is \$16,300 CAD.
  - b) SECONDARY PRIZES: There are five (5) secondary prizes available to be won (each a "Secondary Prize") consisting of three million (3,000,000) PC Optimum™ points. The ARV of each Secondary Prize is \$3,000 CAD.
  - c) MONTHLY PRIZES: There are a total of fifteen (15) monthly prizes (each a "Monthly Prize"), five (5) each month for three months (August, September and October 2023) available to be won consisting of five hundred thousand (500,000) PC Optimum™ points. The ARV of each monthly prize is \$500 CAD.

The ARV of each prize is based upon the PC Optimum<sup>™</sup> rewards redeemable value set out in the PC Optimum<sup>™</sup> Program Terms and Conditions at the time of preparing these Contest Rules. However, the actual value of PC Optimum<sup>™</sup> points will depend on the available rewards and reward options selected at the time of redemption (and any difference between the ARV and actual value will NOT be awarded). PC Optimum<sup>™</sup> points have no cash value but are redeemable under the PC Optimum<sup>™</sup> Program toward eligible merchandise at participating retail locations operating under the Loblaws Inc. and Shoppers Drug Mart Inc. banners and at Esso<sup>™</sup> stations in Canada. The use and redemption of PC Optimum<sup>™</sup> points is subject to the PC Optimum<sup>™</sup> Program Terms and Conditions available at www.pcoptimum.ca/company-



policy/terms-and-conditions (as may be amended from time to time), including redemption restrictions. The PC Optimum™ points will be added to each applicable confirmed Prize winner's PC Optimum™ member account ("PC Optimum™ Account"). Becoming a PC Optimum™ member is free. For details on how to become a PC Optimum™ Member, please visit <a href="www.pcoptimum.ca">www.pcoptimum.ca</a> or see a cashier at a participating store for details.

Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize with a prize of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. The characteristics and features of each Prize, except as explicitly stated above, are at the Sponsor's sole and absolute discretion. Once each Prize winner has been confirmed in accordance with these Contest Rules, the Prize will be awarded to the winner's PC Optimum™ Account approximately 4-6 weeks following the date of being declared a winner.

8) <u>DECLARATION & RELEASE</u>: Potential winner will be required to execute and return a Declaration and Release as described in Rule 5 within ten (10) days of the date indicated on the accompanying email of prize notification, or the Prize will be forfeited and may be awarded to an alternate Entrant.

The return of any Prize notification as undeliverable or noncompliance with the terms of these Contest Rules may result in disqualification and at Sponsor's discretion, selection of an alternate Entrant.

9) LIMITATION OF LIABILITY: By entering this contest, the Entrant accepts and agrees to these Contest Rules and the decisions of the Sponsor, which shall be final in all matters. By accepting the prize, the winner agrees to hold the Released Parties harmless against any and all claims and liability arising out of the acceptance, use, misuse or redemption of any prize or participation in the contest. The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, on account of the foregoing or otherwise, notifications, typographical, responses, replies or any computer, online, software, telephone, cellular phone, hardware or technical problems, interruption, deletion, defect, delay in operation or transmission, failure, traffic congestion or malfunction that may occur, or on account of any combination including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website or mobile application users or by any of the equipment or programming associated with the Contest or by any technical, human or other error or omission. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any injury or damage to Entrant or to any computer or cellular phone related to or resulting from participating or downloading materials or applications in this Contest. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, lack of participation, fairness, integrity or proper conduct of this Contest or the Contest Website.

Sponsor reserves the right to disqualify an Entrant if the Entrant a) violates these Contest Rules and/or the general rules/guidelines of any online property or service of the Sponsor; b) enters the contest by any means contrary to these Contest Rules or which would be unfair to other Entrants or where contest entries are generated by any mechanical or automated means; c) acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Entry materials that



have been tampered with, reproduced, falsified, or altered are void. In the event a dispute arises as to the identity of a potentially winning online Entrant, entries made by internet will be declared made by the name on the online entry form.

Any attempt to deliberately damage the contest website, contest application or any related website or undermine the legitimate operation of the contest may be a violation of criminal and civil laws. Should such an attempt be made, the sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

Currency is in Canadian dollars unless otherwise stipulated. Each prize must be accepted "as is" and may not be exchanged for an amount of money, bartered, sold, raffled, substituted, or transferred, and is non-refundable. In the event the stated prizes are unavailable due to reasons beyond the control of the Sponsor, a prize of equivalent nature and value will be available to be won, or the Sponsor, in its sole option, may award the winner the equivalent monetary value in lieu of prize. The prizes will be delivered only to the confirmed winners.

Refusal to accept a prize releases the Sponsor, as well as their respective directors, officers, and employees, of all responsibility and obligations toward the winner of such prize. In no event shall Sponsor be held to award more prizes that what is mentioned in these Contest Rules or to award prizes otherwise than in compliance with these Contest Rules.

**10) CONDITIONS OF ENTRY:** Acceptance of a Prize constitutes permission for the Sponsor to use winners' names, cities and provinces/territories of residence and likenesses for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless prohibited by law.

All information requested by and supplied by each Entrant must be truthful, accurate, and in no way misleading. Sponsor reserves the right to disqualify any Entrant from the contest in their discretion, should the Entrant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the Entrant be ineligible for the contest pursuant to these Contest Rules.

- **11)** <u>INTELLECTUAL PROPERTY:</u> All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- **12)** <u>INDEMNIFICATION</u>: Entrant releases and holds the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the Entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, participation in the Contest, any breach of the Contest Rules, and/or in any Prize-related activity. The Entrant agrees to fully indemnify the Sponsor from any and all claims by third parties relating to the Contest.
- **13)** <u>TERMINATION</u>: If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of this contest, the Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Contest, in whole or in part, at any time, without prior notice or obligation. Any attempt to deliberately damage



any website or to undermine the legitimate operation of this contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

- 14) PRIVACY/USE OF PERSONAL INFORMATION: The Sponsor respects your right to privacy. By participating in the Contest, you: (i) acknowledge that the Sponsor has the right to access your PC Money™ Account, if applicable as method of Entry, to verify you have a PC Money™ Account in good standing, payroll direct deposit has been setup and you have received one (1) payroll direct deposit into your PC Money™ Account by October 31, 2023; ii) grant the Sponsor the right to use your name, mailing address, telephone number, and e-mail address, alias or platform handle ("Personal Information") for the purposes of administering this Contest and conducting publicity about this contest by or on behalf of the Sponsor; (iii) grant to the Released Parties the right to use Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iv) acknowledge that the Released Parties may disclose Personal Information to third-party service providers and agents of the Released Parties in connection with any of the activities listed in (i), (ii) and (iii) above. By entering this Contest, each Entrant expressly consents to the Released Parties storing, sharing and using the personal information submitted with his/her Contest Entry for the purpose of administering the Contest and in accordance with the Loblaw Companies Limited Privacy Policy. For more information regarding the manner of collection, use and disclosure of your Personal Information, please refer to the Loblaw Companies Limited Privacy Policy at: https://loblaw.ca/en/privacy.html
- **15) LAW**: The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the Entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- **16)** OFFICIAL RULES: These Contest Rules are available on the contest website at <a href="mailto:pcfinancial.ca/colleaguecontest">pcfinancial.ca/colleaguecontest</a> under "Official Contest Rules."