

## **Back to School PC Financial® Contest (the “Contest”)**

### **Official Contest Rules (the “Contest Rules”)**

#### **THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING RESIDENTS OF QUEBEC) AND IS GOVERNED BY CANADIAN LAW**

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to the Sponsor (defined below) and not to Instagram. Any personal information you provide will only be used for the administration of this Contest and in accordance with the Sponsor’s privacy policy (see below). Instagram is completely released from all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Instagram. You may only use one (1) personal Instagram account (the “**Account**”) to enter in this Contest.

#### **1. CONTEST PERIOD:**

The Contest begins at 12:00 p.m. (ET) on August 8, 2022 and closes at 11:59 p.m. (ET) on August 15, 2022 (the “**Contest Period**”).

#### **2. THE SPONSOR:**

The Contest is sponsored and administered by President’s Choice Bank (the “**Sponsor**”).

#### **3. ELIGIBILITY:**

Contest is open to all legal residents of Canada (excluding residents of Quebec) who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, Loblaw Companies Limited (“**LCL**”), and each of their respective subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other entity involved in the administration or execution of the Contest (collectively, the “**Contest Parties**”).

#### **4. HOW TO ENTER:**

**a. NO PURCHASE NECESSARY.** Before you can enter in this Contest, you must have a valid Instagram Account (an “**Account**”). If you do not have an Account, visit <https://www.instagram.com/> and register in accordance with the enrolment instructions for a free Account. To enter the Contest and receive an entry (each, an “**Entry**”, collectively, “**Entries**”), you must: (i) log-in to your Account; (ii) visit the official PC Financial® Instagram page (“**@PCFinancial Page**”) at <https://www.instagram.com/pcfinancial/>; (iii) follow the PC Financial® Instagram page (each, a “**Follow**”) (iv) locate the Contest post; (v) click on the heart icon to ‘Like’ the post (each, a “**Like**”); (vi) create a text comment (each, a “**Comment**”) by clicking on the bubble icon; tag two (2) friends in the Comment (each, a “**Tag**”); and (viii) post the comment by clicking ‘Post’. **There is no limit on the number of Entries permitted per account during the Contest Period.**

Without limiting the generality of the foregoing, to be eligible, you must:

- i. Comply with the Instagram Terms of Service available at [help.instagram.com/581066165581870/?helpref=uf\\_share](https://help.instagram.com/581066165581870/?helpref=uf_share)
- ii. Complete your **Follow, Like, Comment and Tag**, as described above, during the Contest Period;
- iii. Keep your Account open until September 1, 2022.

b. Any Entry that does not follow the above format (as determined by the Sponsor in its sole and absolute discretion) will not be eligible for entry in this Contest. The submission of an Entry is solely the responsibility of the entrant. Entries may only be made according to the method described above. Automated Comments (including but not limited to Comments submitted using any robot, script, macro, or other automated service), are not permitted and will be disqualified.

c. An Entry will be considered void if the Comment: (i) is incomplete or illegible; (ii) is not submitted and received during the Contest Period in accordance with these Contest Rules; (iii) does not comply with the Instagram Terms of Service; and/or (iv) is not in accordance with the specific Comment Requirements listed below in Rule 5 (all as determined by the Sponsor in its sole and absolute discretion).

d. Standard messaging and/or data rates may apply to entrants who use Instagram via a wireless mobile device. Wireless service providers may charge for data usage. Contact your service provider for pricing and service plan information and rates before mobile device participation.

e. Use (or attempted use) of multiple names, identities, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

f. All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification

## **5. COMMENT REQUIREMENTS:**

BY SUBMITTING A COMMENT, YOU AGREE THAT THE COMMENT COMPLIES WITH ALL CONDITIONS STATED IN THESE CONTEST RULES AND THE INSTAGRAM TERMS OF SERVICE. THE RELEASEES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY COMMENT YOU SUBMIT. THE RELEASEES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE CONTEST RULES.

Without limiting the generality of the requirements noted above in Rule 4, to be eligible for entry in this Contest, any Comment you submit must be unique and original (i.e. you cannot submit substantially the same Comment that you have used for any other contest and/or substantially copy someone else's Comment) and it must be written in English.

By participating in the Contest, each entrant agrees to be legally bound by these Contest Rules and by the interpretation of these Contest Rules by the Sponsor [and further warrants and represents that any Comment he/she submits:

- i. is original to him/her and that the entrant has all necessary rights in and to the Comment to enter the Contest;
- ii. does not violate any law;
- iii. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and
- iv. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Sponsor; conduct or other activities in violation of these Contest Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion].

By entering the Contest and submitting a Comment, each entrant: (i) without limiting the Instagram Terms of Service grants to the Sponsor, in perpetuity, a non-exclusive license to publish, repost, share, display, reproduce, modify, edit or otherwise use his/her image and/or name, Instagram account handle, and/or photo and/or Comment which includes any information or hashtag associated with this contest, in whole or in part, for advertising or promoting the Contest or for any other reason worldwide in any type of media; (ii) waives all moral rights in and to his/her Comment in favour of the Releasees (defined below); and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "**Releasees**") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action that relates in any way to his/her Comment. For greater certainty, the Sponsor reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or disqualify any Comment if a complaint is received with respect to the Comment, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Comment and/or the associated entrant. If the Sponsor determines, in its sole and absolute discretion, that any Comment

does not comply with these Contest Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Comment and/or the associated entrant.

## **6. THE PRIZES AND APPROXIMATE RETAIL VALUES:**

There will be one (1) prize package (the “Prize”) available to be won, consisting of one (1) PC Financial® tote bag, one (1) PC Financial® notebook, one (1) PC Financial® phone grip and two (2) \$50 President’s Choice® gift cards. The approximate retail value (“ARV”) of the Prize is \$100.00 CAD. Gift cards are subject to all terms and conditions of the issuer. Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at the Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize with a prize or prizes of equal or greater value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. Prize will only be awarded to the person who is verified as the “authorized account holder” (see below) of the Account associated with the applicable selected Entry. Any additional costs incurred in collecting and using the Prize are the sole responsibility of the confirmed winner.

The Prize will be distributed by mail within 30 days after the potential Prize winner has been successfully contacted, fulfilled the requirements set out herein and become a confirmed Prize winner.

## **7. WINNER SELECTION:**

One (1) potential Prize winner will be selected randomly on August 16, 2022 at approximately 11:59 p.m. (ET) in Toronto, Ontario from among all eligible Entries submitted and received during the Contest Period in accordance with these Contest Rules. The odds of winning a Prize will depend on the total number of eligible Entries submitted and received during the Contest Period in accordance with these Contest Rules.

The Sponsor or its designated representative will make a maximum of 2 attempts within 5 business days following the draw to contact the potential Prize winner by Instagram (using a personalized direct message to the Account used to submit the Entry). If the potential Prize winner cannot be contacted within 2 attempts, or if there is a return of any notification as undeliverable; then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select at random an alternate eligible Entry that complies with these Contest Rules (in which case the foregoing provisions of this section shall apply to such new potential winner).

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the potential Prize winner will be required to:

a) correctly answer a time-limited, mathematical skill-testing question without mechanical or other aid; and b) execute and return the Sponsor’s form of Contest Declaration & Release Agreement within 10 days pursuant to which he/she (among other things): (i) confirms compliance with these Contest Rules; (ii) acknowledges acceptance of the applicable Prize as awarded; (iii) agrees to indemnify the Releasees against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry

including, without limitation, any claim that his/her Comment infringes a proprietary interest of any third party; (iv) releases and holds harmless the Releasees 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, from participation in the Contest, any breach of the Contest Rules, and/or any prize-related activity; and (v) agrees to the publication, reproduction and/or other use of his/her name, Instagram account handle, address, voice, statements or photos 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 Contest Parties in any manner whatsoever, including print, broadcast or the internet, worldwide in perpetuity. If a potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents in accordance with the Sponsor's instructions; and/or (c) cannot accept his/her applicable Prize as awarded for any reason; then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select at random an alternate eligible Entry that complies with these Contest Rules (in which case the foregoing provisions of this section shall apply to such new potential winner).

#### **8. GENERAL CONDITIONS:**

By participating in this Contest, each entrant: (i) agrees to be bound by these Contest Rules; (ii) agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action; and (iii) releases the Releasees from any and all liability in connection with this Contest and his/her participation therein.

The Releasees will not be liable for: (i) any failure of any website or social media platform during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, social media platforms, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website or mobile network; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the "authorized account holder" of the Account used to submit the Entry in question (as determined in accordance with the official records of Instagram). An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the "authorized account holder" of the Account used to submit the Entry in question and, upon Sponsor's request, that he/she has all necessary consents, permissions and/or licenses as required by these Contest Rules.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Contest Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause

beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by the Sponsor in its sole and absolute discretion) 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. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Contest Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants and/or Entries.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy available at <https://www.loblaw.ca/en/privacy.html>. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of his/her personal information.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to Ontario conflicts of law principles. All entrants attorn to the exclusive jurisdiction and venue of the Province of Ontario.

In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: website and/or point of sale, television, print or online advertising; the terms and conditions of these Contest Rules shall prevail, govern and control.