

# "Your opinion counts"

1. The Jean Coutu Group (PJC) Inc. (the "*Organizer*") is the Organizer of the "Your Opinion Counts" contest (the "*Contest*").

### Eligibility and Registration

- 2. The Contest begins on January 1, 2025 at 12:01 a.m. (Eastern time) (the "*Contest Start Date*") and ends on December 31, 2025 at 11:59 p.m. (Eastern time) (the "*Contest End Date*").
- **3.** The Contest is intended solely for Quebec, Ontario and New-Brunswick residents who have reached the age of majority in their province by the Contest Start Date.
- 4. Employees of the Organizer, of all establishments affiliated with or related to the Organizer (all employees of the head office of The Jean Coutu Group and all employees of the Jean Coutu and Brunet networks), of their representatives and official advertising or promotional agencies for the Contest (the "Partners") or of any other party directly involved in the holding of this Contest, as well as members of their immediate family (mother, father, daughter, son, biological, adoptive or stepsibling, spouse, and/or any person with whom they reside (whether related or not), may not participate in this Contest.

### **Participation**

**5.** There are two (2) ways to enter the Contest. The Entrant may participate by purchasing a participating product or without any purchase.

#### 5. With purchase

Between January 1, 2025 and December 31, 2025 for all purchases in establishments affiliated with the Organizer, the Entrant must keep their sales receipt, visit <u>OpinionsJeanCoutu.com</u> and follow the instructions to complete the survey.

To complete the survey, the Entrant must use the survey access code printed on their sales receipt at the time of purchase. This access code is valid for a period of 7 days from the purchase date indicated on the sales receipt. By completing the survey, the Entrant will be able to enter the Contest.

If the Entrant has made an online purchase on jeancoutu.com, they must use the link sent by email following receipt of their online order.

An Entrant who returns the purchase and receives a refund for any of the participating products may have their entry in this contest cancelled, at the sole discretion of the Contest Organizer. The individual would then have the option of participating in this Contest via the "No Purchase Required" option described below.

#### 5.2 No Purchase Required

The Entrant may enter the Contest by visiting <u>OpinionsJeanCoutu.com</u> and following the instructions to complete the survey:



- Click on "Don't have an access code?"
- Choose a **city** from the drop-down list;
- Select a **store** from the drop-down list;
- Indicate the **date** of your visit to this store;
- Enter the security check text;
- Click on "Access the survey."

The Entrant must fully complete the survey and click on "Validate." When the message "Thank you for your entry" appears, your answers have been sent!" appears, the Entrant is automatically be entered into the Contest.

Limit of one (1) entry per entrant per week, i.e., four (4) entries per month. Additional entries will be disqualified.

#### <u>Draw</u>

6. Throughout the contest period, between January 1 and December 31, 2025 every month one (1) <u>Entrant</u> will be selected electronically and randomly by "The Jean Coutu Group (PJC) Inc." located at 245 rue Jean Coutu in Varennes, (the "Selected Entrant").

| Draw date   | Participation period   |
|---|--|
| February 3, 2025 at 11:00 a.m.<br>( <i>Eastern time</i> ) | One (1) Entry will be randomly drawn from all Entries<br>received between January 1 and January 31, 2025 at<br>11:59 p.m. (Eastern Time).    |
| 2025-03-03 at 11:00 a.m.<br><i>(Eastern time)</i>         | One (1) Entry will be drawn at random from all Entries<br>received between February 1 and February 28, 2025 at<br>11:59 p.m. (Eastern Time). |
| April 2, 2025 at 11:00 a.m.<br><i>(Eastern time)</i>      | One (1) Entry will be drawn at random from all Entries<br>received between March 1 and March 31, 2025<br>at 11:59 pm (Eastern Time).         |
| 2025-05-05 at 11:00 a.m.<br><i>(Eastern time)</i>         | One (1) Entry will be drawn at random from all Entries<br>received between April 1 and April 30, 2025 at 11:59 p.m.<br>(Eastern Time).       |
| 2025-06-03 at 11:00 a.m.<br><i>(Eastern time)</i>         | One (1) Entry will be drawn at random from all Entries<br>received between May 1 and May 31, 2025 at 11:59 p.m.<br>(Eastern Time).           |



| July 3, 2025 at 11:00 a.m.<br>( <i>Eastern tim</i> e)    | One (1) Entry will be drawn at random from all Entries<br>received between June 1 and June 30, 2025 at 11:59 p.m.<br>(Eastern Time).           |
|--|--|
| 2025-08-04 at 11:00 a.m.<br><i>(Eastern time)</i>        | One (1) Entry will be drawn at random from all Entries<br>received between July 1 and July 31, 2025 at 11:59 p.m.<br>(Eastern Time).           |
| September 3, 2025 at 11:00 a.m.<br><i>(Eastern time)</i> | One (1) Entry will be randomly drawn from all Entries<br>received between August 1 and August 31, 2025 at 11:59<br>p.m. (Eastern Time).        |
| October 3, 2025 at 11:00 a.m.<br><i>(Eastern time)</i>   | One (1) Entry will be drawn at random from all Entries<br>received between September 1 and September 30, 2025<br>at 11:59 p.m. (Eastern Time). |
| November 3, 2025 at 11:00 a.m.<br><i>(Eastern time)</i>  | One (1) Entry will be drawn at random from all Entries<br>received between October 1 and October 31, 2025 at<br>11:59 p.m. (Eastern Time).     |
| December 3, 2025 at 11:00 a.m.<br>(Eastern time)         | One (1) Entry will be drawn at random from all Entries<br>received between November 1 and November 30, 2025 at<br>11:59 p.m. (Eastern Time).   |
| January 5, 2026 at 11:00 a.m.<br><i>(Eastern time)</i>   | One (1) Entry will be drawn at random from all Entries<br>received between December 1 and December 31, 2025 at<br>11:59 p.m. (Eastern Time).   |

## <u>Prices</u>

7. The Winners (as defined hereunder) will each be awarded the following prize:

## "A Jean Coutu gift card valued at \$1,000."

#### **Conditions Applicable to Prizes**

- 8. Prizes are subject to the terms and conditions of use of the prize provider. Additional restrictions may apply. The Organizer has no liability for the prize once awarded.
- **9.** Subject to the provisions of these Official Rules, the Prize must be accepted as awarded, without substitution, is not transferable and has no cash surrender value. The Prize will be awarded in the form of a gift card in Canadian dollars. No cash alternative or substitution of the Prize will be provided, except that the Organizer, at its sole discretion, reserves the right to substitute the Prize with one of equal or greater value if it cannot be awarded as described due to unavailability or for any other reason.



**10.** Any expenses applicable to the Prize that are not expressly included in the description of the Prize in these Rules shall be the sole responsibility of the Prize Winner. If a Winner is unable to accept the Prize as indicated, the entire Prize will be forfeited.

### **Winners**

- **11.** To be declared a Winner, the Selected Entrant must:
  - a) be reached by telephone or email by the Organizer within three (3) days of the selection of entrants. If the Selected Entrant is not reached within the prescribed time following appropriate and reasonable steps taken by the Organizer, their participation will be cancelled and a second Entrant will be selected. If the second Entrant is not reached within three (3) days of the second selection, their participation will be cancelled and no other Entrant will be selected and the prize will not be awarded; In the event that a selected Entrant is contacted by email, they must respond to it according to the email instructions, if any. Any email notification of a prize followed by a notification that the message could not be delivered will result in disqualification of the Entrant;
  - b) Correctly answer a mathematical skill-testing question on the Declaration and Release Form, without assistance of any kind (the "Form");
  - c) 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;
  - complete and sign the Contest Waiver and Release Form and return it to the Organizer within the time period shown in the letter attached to the Form. Should the Selected Entrant fail to return the Waiver and Release Form within this time period, the Prize will be awarded to another Entrant;

#### **General Conditions**

- **12.** Odds of winning depend on the number of valid entries received by the Contest End Date.
- **13.** A Selected Entrant's refusal to accept a prize under the terms of these rules releases the Organizer and Partners from all of their obligations related to the Prize toward this Entrant.
- 14. The Organizer and Partners reserve the right, at their sole 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. Under no circumstances will Organizer, its subsidiaries, all of Organizer's affiliated institutions and Partners be required to award more than one Prize or award a Prize other than in accordance with the Rules.
- **15.** Personal information about Entrants collected in connection with this Contest is used solely for the administration of this Contest and is subject to the Privacy Policy. No communication, commercial or otherwise, unrelated to this Contest will be sent to the Entrant by The Jean Coutu Group (PJC) Inc. unless the Entrant has otherwise allowed The Jean Coutu Group (PJC) Inc. or its affiliates, as the case may be, to do so.



- **16.** The Organizer and the Partners shall not assume any liability whatsoever in any case where their inability to act would result in a circumstance or situation beyond their control or in the event of a strike, lockout or any other labour dispute in their establishments, organizations or businesses whose services are used for the holding of the Contest.
- **17.** The Organizer and Partners shall not assume any liability for any problem including, but not limited to: a technical failure of telephone networks or lines, online computer systems, servers or suppliers, computer equipment, software, or any other problem resulting directly or indirectly from a virus, bug or data transmission failure.
- **18.** By entering this Contest, the Winner authorizes the Organizer, their Partners and representatives to use, if required, their name, photograph, image, statements related to the Prize, place of residence and/or voice without any form of compensation, at their discretion and without restriction as to the period of use, in any media and worldwide, for advertising or any other purpose.
- **19.** In the event that, for reasons beyond their control and not related to the Winners, the Organizer and the Partners cannot award the Prize (or a portion thereof) as described in the Rules, they reserve the right to award a prize (or portion thereof) of the same kind and of equivalent value or, at their sole discretion, the value of the Prize (or portion thereof) in cash.
- **20.** The Winner releases the Organizer and Partners, their advertising and promotional agencies, their employees, agents and representatives from all liability for any accident, damage, loss, prejudice or inconvenience of any nature whatsoever that they may suffer as a result of participating in the Contest or any damage of any nature whatsoever that they may suffer as a result of the acceptance and use of the Prize.
- **21.** Any Entrant who fails to comply with these Rules may be disqualified.
- **22.** Any false statement from an Entrant will automatically disqualify their Contest entry.
- **23.** The Organizer's and Partners' decisions are final and may not be appealed.
- **24.** To view the Contest Rules and the list of Winners, visit OpinionsJeanCoutu.com.
- 25. The Winner may claim their Prize from the Organizer, The Jean Coutu Group (PJC) Inc.
- **26.** By entering the Contest, eligible Entrants agree to abide by these Contest Rules and the decisions of the Organizer with respect to all aspects of the Contest, including, without limitation, any decisions regarding the eligibility or otherwise and the identity of any person entering or attempting to enter the Contest. These decisions are final and binding on all persons participating in the Contest.
- 27. Any person who attempts or appears to attempt in any way to defraud the Organizer in any way in connection with this Contest will be disqualified and will be subject to prosecution to the fullest extent permitted by law. In the event of a dispute as to the identity of a person submitting a Form to the Contest, the Form in question will be deemed to have been submitted by the authorized account holder of the email address from which it was sent. The "authorized account holder" is the natural person to whom the email address in question has been assigned by the Internet access provider, service provider or other online organization responsible for assigning email addresses for the domain associated with the submitted email address. A Winner may be required to provide the Organizer with proof that they are the authorized account holder of the email address associated with their potentially winning entry. If a dispute cannot be resolved to the Organizer's satisfaction, the potentially winning entry will be considered null and void.



- **28.** If the Organizer chooses to do so at its sole discretion, a Winner may be required to submit to a background check, and by entering the Contest agrees to cooperate fully in this regard, in order to confirm eligibility and to help ensure that such person's participation in any publicity relating to the Contest will not bring the Organizer into public disrepute, contempt, scandal or ridicule, or reflect unfavourably on the Contest or the Organizer, as determined by the Organizer in its sole discretion.
- **29.** If a Winner makes a false statement in a document relating to the Contest, they must promptly return the Prize (or at the Organizer's discretion, the cash value of the Prize based on the approximate retail value indicated in these Rules) to the Organizer at the latter's request and at the Winner's sole expense.
- **30.** A Selected Entrant or Winner may not transfer the applicable Prize to another person until the Prize has actually been delivered to they, unless authorized in writing by the Organizer prior to the transfer. Such authorization may be granted or refused at the sole discretion of the Organizer. Any Selected Entrant or Prize Winner must submit such authorization request in writing and must sign and return it to the Organizer.
- 31. The Organizer cannot be held responsible for the submission or transmission of a Form that is illegible, misdirected, late, stolen or with insufficient postage (or for any Declaration and Release Form sent "postage due" to the Organizer), or for the failure to deliver or attempt to deliver a Prize; for any failure of the Contest website, or for the incorrect, inaccurate or incomplete capture by or on the Contest website or Contest computer of any Entry Form or entry information; for entries or Entry Forms that are delayed, lost, illegible, incomplete, falsified, tampered with, altered or destroyed, and such entries or Entry Forms will be void; for damage to an eligible person's or other person's computer system or wireless device caused by accessing the Contest website, participating in the Contest or redeeming or attempting to redeem a Prize; for lost, interrupted, inaccessible, incompatible or unavailable networks, servers, satellites, Internet service providers, wireless carriers, websites (including the Contest website) or other connections; for problems of availability or accessibility in connection with or during the Contest; for miscommunications, failed, garbled, delayed or misdirected computer, email, telephone or cable transmissions, or hardware or software failures, malfunctions or difficulties, printing errors or omissions, administrative errors or omissions, typographical or other errors or omissions in any material relating to the Contest, including, but not limited to, any advertising or publicity material, any Declaration and Release Form, any Entry Form, the offer or announcement of the Prize or the Prize notification letter or email; for errors and omissions of any kind, whether human, mechanical, clerical, electronic or technical; or for incorrect or inaccurate capture of information, or failure to capture information.
- **32.** Proof of mailing, transmission or attempted transmission of any communication or Form does not constitute proof of receipt by the Organizer of the communication or Form.
- 33. By entering the Contest, each eligible person (hereinafter, an "Eligible Person") releases and agrees to indemnify and hold harmless the Organizer, its parent, associated, subsidiary and affiliated companies, agents, members, retailers, franchisees, stores, advertising and promotional agencies, representatives and each of their respective directors, officers, employees, successors, sponsors, licensors, licensees, subsidiaries. partners, agents. advisors, respective assigns and all others associated with the development and execution of the Contest (collectively, the "Beneficiaries"), from and against any and all actions, causes of action, suits, claims, liabilities, contracts, costs, expenses, demands and claims, including attorneys' fees and related expenses, whatsoever, including, without limitation, claims based on negligence, breach of contract, and fundamental breach and liability for any injury, accident, damage, claim, loss, misfortune, death or property damage which the Eligible Person or their administrators, heirs, successors or assigns have or may have relating to or in connection with any aspect of this Contest or arising out of the Eligible Person's participation in the Contest or in connection with the Eligible Person's acceptance or use of the Prize awarded and any travel by the Eligible Person to claim the Prize and against any



liability relating to the Prize in any way, errors or omissions in printing, claims based on publicity rights, defamation or invasion of privacy prior to the awarding of the Prize, or arising out of the Contest and the awarding, possession, delivery or misuse of the Prize awarded, including liability for personal injury or property damage. In addition, the Eligible Person agrees to indemnify the Beneficiaries against such causes of action, suits, claims, liabilities, contracts, costs, expenses, claims and demands, including attorneys' fees and related expenses.

- **34.** By claiming the Prize, the Selected Entrant or Winner hereby agrees to grant the Organizer the right, but not the obligation, to use their name, photograph, voice and image, as well as address (city and province/territory only).
- **35.** During the execution of this Contest, the Organizer will obtain certain personal information submitted by persons wishing to participate in the Contest. If any such person elects to receive future communications from the Organizer, the Organizer will, from time to time, send such person email notices of other promotions, products, news and other matters that the Organizer deems to be of public interest. An individual may request that the Promoter remove their name from this mailing list by contacting the Promoter in the manner set out in the Promoter's privacy policy available on the Promoter's website at : <u>Privacy policy summary | Jean Coutu</u>.
- **36.** If such person does not wish to receive further communications from the Organizer, the Organizer will use the personal information solely for the purpose of conducting and administering this Contest.
- **37.** By entering the Contest, Entrants agree to be bound by the Contest Rules and the decisions of the Organizer, which are final and without appeal in all respects, including, without limitation, decisions regarding the eligibility or disqualification of Entry Forms and the awarding of the Prize. The Contest is subject to all applicable laws in the province of Quebec and in Canada. All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, or the rights and obligations of entrants and the Contest Organizer and Sponsors in connection with the Contest, shall be governed by and construed in accordance with the laws of the Province of Quebec. All entrants agree to submit to the jurisdiction of the courts of the Province of Quebec, judicial district of Montreal.