

THYME MATERNITY MOTHER'S DAY CONTEST 2024 (Facebook)

1. NO PURCHASE IS NECESSARY TO ENTER THIS CONTEST (the "**Contest**"). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
2. All monetary amounts herein are calculated in Canadian dollars.
3. The Contest is open only to individuals who are legal or permanent residents of Canada, who are at least eighteen (18) years of age and have reached the age of majority in their province or territory of residence at the time of entry, except the directors, officers, agents and employees of Reitmans (Canada) Limited and all of its affiliated and associated entities and divisions, namely, Reitmans, Penningtons and RW&CO. (collectively, "**Reitmans**"), their respective advertising and promotional agencies and all members of their respective immediate families living in the same household and any other persons with whom they are domiciled. For greater certainty, it is understood that entrants who are minors in their jurisdiction of residence are not eligible to enter the Contest.
4. By entering the Contest, each entrant accepts the terms and conditions of these Contest rules and regulations (the "**Rules**") and agrees to be bound by them. The Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The Contest is void where prohibited or restricted by law.
5. The Contest offer will be open online only at the Thyme Maternity Facebook Page (<https://www.facebook.com/people/Thyme-Maternity/100044229049399/>) (the "**Facebook page**"), the whole as more fully set forth in Section 6, from **Monday, April 29th, 2024 at 9:00 a.m.** (Eastern time) until **Thursday, May 9th, 2024 at 11:59 p.m.** (Eastern time) (the "**Entry Deadline**").
6. In order to enter for a chance to win the one (1) Prize awarded via the Facebook page (the "Prize", as defined in Section 10 below), each entrant must by the Entry Deadline:
 - a. Go online and log-on to Facebook;
 - b. Like and follow the Thyme Maternity Facebook page;
 - c. Like the Contest post;
 - d. Tag a mother figure in your life; and
 - e. Comment how you'll be celebrating Mother's Day this year (additional entry).
7. Reitmans reserves the right to disqualify any entrant whose Comment contains, whether in whole or in part, obscene, defamatory, libelous, threatening, pornographic, profane, lewd, violent, illegal, fraudulent, graphic or vulgar content, slander, nudity, violates any other party's proprietary rights, promotes hatred, otherwise gives rise to a criminal offence or civil liability on the part of any person or entity, or that is otherwise unlawful or in contravention of applicable laws and regulations or of the terms and conditions of Facebook or is otherwise deemed by Reitmans, in its sole and absolute discretion, to be offensive or inappropriate or inconsistent with the spirit or theme of the Contest or with the Reitmans brand.
8. All eligible entries (Comments) for the Contest must be received by Reitmans by the Entry Deadline and must comply with the terms hereof. All entries become the property of Reitmans.

9. Any entries by third parties, or generated by a script, macro or by any other automated means whatsoever (including, without limitation, any electronic, robotic or computer automated or automatic contest entry program, tool, service, script, bot, macro, system or software, whether commercially developed or otherwise), or that contain typographical errors, are altered, tampered with, incomplete, inaccurate, irregular in any way, or otherwise not in compliance with the Rules, will be considered null and void and will cause the disqualification of such entrant from the Contest. Repeated violations of the foregoing may render such entrant ineligible for future contests or promotions offered by Reitmans. Odds of winning the Prize will vary depending on the number of eligible entries received by the Entry Deadline.
10. There will be one prize winner in the Contest (the "**Prize Winner**"). The Prize Winner will receive the following prize ("**Prize**"):
 - i. A gift card from RW&CO. valued at two hundred and fifty dollars (**\$250.00**); and
 - ii. A gift card from RW&CO. valued at two hundred and fifty dollars (**\$250.00**) for the mother figure who was tagged on Facebook by the Prize Winner.
11. The total retail value of the Prizes in the Contest is five hundred dollars (**\$500.00**). The RW&CO. gift cards (the "**Gift Cards**") may be used at any participating RW&CO. store across Canada and the RW&CO. ecommerce site.
12. For purposes of awarding the Prize, one random draw will be conducted at the head offices of Reitmans in Montréal, Québec (or possibly remotely) on **Friday, May 10th, 2024, at approximately 2:00 p.m.** (Eastern standard time) (the "**Draw Date**"), in order to select the one (1) Prize Winner from among all of the eligible entries received by the Entry Deadline.
13. For the purposes of claiming their Prize, the Prize Winner will be contacted by private Facebook message (the "**Claim Message**") within five (5) business days following the Draw Date. In order to receive their Prize, the Prize Winner will have 24 hours from the time of the Claim Message (the "**Claim Time**") to submit to Reitmans by private message their telephone number, mailing address and any other contact information that Reitmans may require. If the Prize Winner cannot be reached by the Claim Time for any reason whatsoever, they will be disqualified and deemed to have forfeited their Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances, Reitmans may decide, in its sole and absolute discretion, to select an alternate Prize Winner by a random draw conducted by Reitmans until such time as contact is made by private Facebook message with such newly selected Prize Winner. Reitmans will not be responsible for failed attempts to contact a Prize Winner for any reason whatsoever, including, without limitation if any e-mail communication is unsuccessful, not returned or returned as undeliverable. If all or part of the Prize cannot be awarded to the Prize Winner due to actions or circumstances beyond the control of Reitmans, Reitmans may decide, in its sole and absolute discretion, to award a substitute prize (or substitute prizes) of equal or greater retail value.
14. Reitmans reserves the right to verify eligibility qualifications of any entrant or Prize Winner. In addition to the eligibility qualifications set forth in Section 3, each Prize Winner must comply with the Rules and correctly answer a time-limited, mathematical skill-testing question (without the assistance of another person or mechanical device) (the "**Skill-Testing Question**") included as part of the Release (defined below) and/or administered by a representative of Reitmans during a pre-arranged, mutually convenient telephone call and/or as otherwise may be provided by Reitmans. In addition to the foregoing and in order to be eligible to receive the Prize awarded hereunder, the Prize Winner may be required to execute a full release and affidavit of eligibility in a form to be provided by Reitmans which, *inter alia*, relieves Reitmans from any and all liability for injury associated with the Prize or any component thereof awarded

to the Prize Winner, as well as satisfy any and all laws and regulations and other criteria required by the Prize Winner's province or territory of residence (the "**Release**"). Should the Prize Winner not comply with the Rules, decline their Prize or any part thereof for any reason whatsoever, not claim their Prize by the Claim Date, incorrectly answer the Skill-Testing Question, not execute any required Release, or otherwise fail to satisfy any requirement or eligibility qualification contained herein, such Prize Winner will be disqualified and deemed to have forfeited their Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances, Reitmans will have no further obligation to the Prize Winner in question and may decide, in its sole and absolute discretion, to select a new Prize Winner as set forth in Section 13 and the terms and conditions of Section 13, Section 14 and Section 15 herein will apply *mutatis mutandis* to such newly selected Prize Winner.

15. The Prize Winner will be entitled to be awarded their Prize on the date on which the eligibility qualifications of the Prize Winner have been satisfied in accordance with Section 14 herein (the "**Award Date**"). The Prize will be sent to the Prize Winner by email within fifteen (15) business days following the Claim Date (the "**Delivery Date**"). Reitmans reserves the right to modify, in its sole and absolute discretion, the method of delivery of the Prize described in this Section 15 in the event that it is not possible due to any cause beyond the control of Reitmans. The Prize Winner's name and/or photograph may appear on www.reitmans.com (the "**Website**"), the Facebook Page and/or any other Reitmans online social networking and media marketing web pages for no less than thirty (30) days following the Award Date.
16. No cash, product substitution or prize equivalent will be permitted. The Prize cannot be combined or used in conjunction with any other contest or offer. The Prize must be accepted as is, and cannot be redeemed for cash, prepaid cards, or gift cards (including Gift Cards) of any kind, in whole or in part. No component of the Prize may be returned after pick-up or delivery, as applicable. No rain checks will be provided. No refund or compensation of any costs or expenses incurred by the Prize Winner will be made. Choices of styles, sizes, colours and types of products and merchandise which may be purchased with a Gift Card are subject to availability.
17. **No more than one (1) Prize will be awarded in connection with the Contest.** If, by reason of a typographical or other error, more Prizes are advertised than the number set forth in these Rules, all individuals making valid claims will be included in a random draw to award the advertised number of Prizes available.
18. By entering the Contest, all entrants (A) irrevocably grant to Reitmans the right (i) to include their name and information (including e-mail address) on any of Reitmans' mailing/e-mail lists and for any live person to person and Automatic Dialing-Announcing Device calls, in each case for all purposes required in connection with the Contest and, to the extent permitted by and in accordance with applicable law, for promotional purposes relating to Reitmans, and (ii) to use their name in any publicity carried out by Reitmans, and (B) agree to grant to Reitmans a non-exclusive irrevocable license and right to incorporate, use and reproduce, in whole or in part, their photograph, voice, name, actual or simulated likeness, biographical information, city or original hometown and province or territory of residence, without additional compensation or consideration of any kind, for the purposes set out herein in connection with the Contest as well as in and in connection with, the advertising, exhibiting, marketing, promotion and exploitation of its business in any manner, in all media throughout the world whether now known or hereinafter devised, including without limitation, the Website, the Facebook Page and/or any other Reitmans online social networking and media marketing web pages, and all forms of print, radio, television, home-video, CD ROM, DVD, and other interactive "electronic" media, in perpetuity. Individuals who do not wish that their personal information be used for such purposes are required to so indicate in writing to Reitmans at the following address: 250

Sauvé Street West, Montréal, Québec, H3L 1Z2; ATTENTION: Reitmans Customer Service. For further information regarding the use of an entrant's personal information by Reitmans, please refer to the Privacy Policy on the Website.

19. All expenses related or incidental to the receipt and use of the Prize, including any and all surcharges, fees, taxes (federal, provincial or local), and any travel or transportation costs (whether ground, air or otherwise) will be the sole responsibility of the Prize Winner. Without limiting the generality of the foregoing, all fees, costs and expenses of any kind whatsoever not specifically stated herein to be the responsibility of Reitmans, will be the sole responsibility of the Prize Winner and no refund or compensation of any such fees, costs and expenses incurred by the Prize Winner will be made. The Prize and every component thereof is non-transferable, non-refundable and may not be reissued or revalidated in whole or in part.
20. Reitmans will not be responsible for lost, stolen, mutilated, late, misdirected or ineligible entries that may occur in the administration of the Contest. Reitmans will not be responsible under any conditions whatsoever for any problems or technical malfunctions relating to the Contest, for any printing or typographical errors or problems in connection with any Contest-related materials, or for any computer, online, human or technical malfunctions that may occur in the administration of the Contest, including problems with the Facebook Page, any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Reitmans on account of technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer relating to or resulting from participation in the Contest or downloading any Contest-related materials.
21. Subject to a contrary ruling by the Régie (defined below), if for any reason the Contest is not capable of running as planned due to (i) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, technical malfunctions or any other causes corrupting or affecting the administration, security, fairness, integrity or proper conduct of the Contest whether in connection with the Facebook Page or otherwise, (ii) insufficient entries, or (iii) due to any other cause beyond the control of Reitmans, Reitmans reserves the right, in its sole and absolute discretion, to disqualify an individual and/or cancel, terminate, modify or suspend the Contest in whole or in part and/or modify the Rules. Without limiting the generality of the foregoing, Reitmans reserves the right to prohibit an entrant from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. **CAUTION: ANY ATTEMPT BY ANYONE TO DAMAGE OR DISRUPT THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST WILL BE CONSIDERED A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, REITMANS RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.**
22. In the event of any dispute regarding entries received from multiple users having the same e-mail account, entries will be deemed to be made by the authorized account holder of the e-mail address submitted during entry, but only if he or she meets all other eligibility criteria contained in the Rules. The "authorized account holder" is the natural person who is assigned to the e-mail address by an internet access provider, online service provider or other organization (e.g. business, educational, institutional, etc.) that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. The Prize Winner may be required to provide Reitmans with proof that he or she is the authorized account holder of the e-mail address associated with the winning entry or forfeit their Prize.

23. All entrants assume all liability for injuries caused or claimed to be caused by participation in the Contest, or the use or misuse of the Prize granted herein, including any and all losses, damages, rights, claims, costs, actions and causes of action with respect to the Prize (including without limitation, in connection with travel, if applicable). Without limiting the generality of the foregoing, by entering the Contest, entrants release and forever discharge Reitmans and its parent companies, affiliates, subsidiaries, agents, advisors, employees, officers, directors, shareholders, representatives, licensees, franchisees, advertising and promotional agencies, successors and assigns from any and all losses, damages, rights, claims, costs, actions and causes of action of any kind whatsoever arising in connection with the Contest or resulting from the acceptance, possession, or use or misuse of the Prize or any component thereof granted herein or any other prize that may be awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage as well as claims based on publicity rights, defamation, or invasion of privacy.
24. It is each entrant's sole responsibility to notify Reitmans in writing at the address indicated above if they change their telephone number, e-mail or mailing address or any other contact information. All corrections to the contact information of an entrant must be received by Reitmans by the Entry Deadline.
25. To the extent permitted by applicable law, if any of the terms of the Rules are or become invalid, are ruled illegal by the Régie or any court of competent jurisdiction or are deemed unenforceable under the then current applicable laws, it is the intention of the parties hereto that the remainder of the Rules will not be affected thereby and will remain in full force and effect.
26. For Québec entrants, any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* (the "**Régie**") for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
27. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Each entrant is providing their information to Reitmans and not to Facebook. By participating in this Contest, each entrant agrees to release and forever discharge Facebook from any and all claims, demands, actions, damages, liabilities, costs, losses and expenses arising out of, or in connection with, the Contest.
28. For an additional set of the Rules and/or the Prize Winner's name, visit the Website or send a written request by self-addressed, stamped envelope (ensure that sufficient postage is included) to: Reitmans (Canada) Limited, 250 Sauvé Street West, Montréal, Québec H3L 1Z2; ATTENTION: Reitmans Customer Service.