

RW&CO. 2023 Holiday Giveaway Contest

Four (4) individual contests to be held during the months of November and December 2023

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 (i) the directors, officers, agents and employees of Reitmans (Canada) Limited (the owner of the “**RW&CO.**” division) and all of its affiliated and associated entities and divisions (collectively, “**Reitmans**”); and (ii) 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 will be open at 12:00 a.m. (Eastern time) and end at 11:59 p.m. (Eastern time) on the dates shown in paragraph 8, *below* (the “**Entry Deadline**”). Entrants may participate in the following way:

On RW&CO.’s Instagram page, @rw_co, via the contest form (fill out the form on Instagram to enter the Contest).

6. In order to enter for a chance to win the Prize (as defined below), each entrant must:
 - a. Go online and log-on to Instagram;
 - b. Follow the RW&CO. Instagram page;
 - c. Like the Contest post;
 - d. Tag one friend in the comments; and
 - e. Share the post to your stories (for additional entries).
7. All eligible entries for the Contest must be received by RW&CO. by the Entry Deadline and must comply with the terms hereof. All entries become the property of Reitmans. 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 RW&CO. and/or Reitmans. Odds of

winning a Prize will vary depending on the number of eligible entries received per province by the Entry Deadline.

8. One (1) prize (the **"Prize"**, and collectively, the **"Prizes"**) will be awarded to two (2) prize winners (individually, the **"Prize Winner"**) at each one of the different dates shown below. The Prizes consist of the following:

Contest 1 – Gift Guide:

From Thursday, November 2nd to Sunday, November 5th, 2023

Prize: 2 winners of \$100 RW&CO. gift cards

Draw date: Monday, November 6th, 2023.

Contest 2 – Sweater Day:

From Wednesday, November 8th to Saturday, November 11th, 2023

Prize: 2 winners of \$150 RW&CO. gift cards

Draw date: Monday, November 13th, 2023.

Contest 3 – Celebration theme:

From Wednesday, November 29th to Saturday, December 2nd, 2023

Prize: 2 winners of \$200 RW&CO. gift cards

Draw date: Monday, December 4th, 2023.

Contest 4 – Outerwear theme:

Tuesday, December 12th to Friday, December 15th, 2023

Prize: 2 winners of \$300 RW&CO. gift cards

Draw date: Monday, December 18th, 2023.

**** All RW&CO. merchandise will be given by way of a RW&CO. electronic gift card which may be used in all participating RW&CO. stores and online.**

The total retail value of the Prizes in the Contest is one thousand five hundred dollars (\$1,500.00).

9. For purposes of awarding the Prize, one (1) random draw will be conducted at the head offices of Reitmans in Montréal, Québec on each one of the four (4) dates specified in paragraph 8, above, at approximately 11:00 a.m. (Eastern Time) (the **"Draw Date"**) to select the Prize Winner and the person tagged by the Prize Winner (each one individually, a **"Prize Winner"**) from among all of the eligible entries received by the Entry Deadline.
10. For the purposes of claiming their Prize, each Prize Winner will be contacted by private Instagram 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 their telephone number, mailing address and any other contact information that Reitmans may require by private message. 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 Instagram 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.

11. RW&CO. reserves the right to verify eligibility qualifications of any entrant or the Prize Winner. In addition to the eligibility qualifications set forth in Section 3, the 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 RW&CO. during a pre-arranged, mutually convenient telephone call and/or as otherwise may be provided by RW&CO. In addition to the foregoing and in order to be eligible to receive a Prize awarded hereunder, the Prize Winner will be required to execute a full release and affidavit of eligibility in a form to be provided by RW&CO. which, among other things, relieves Reitmans from any and all liability for injury associated with the Prize or any component thereof awarded to such 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, neither Sponsor will have any further obligation to such Prize Winner in question and RW&CO. may decide, in its sole and absolute discretion, to select a new Prize Winner as set forth in Section 10 and the terms and conditions of Section 10, Section 11 and Section 12 herein will apply, with necessary changes only, to such newly selected Prize Winner.
12. The Prize Winner will be entitled to be awarded their Prize on the date on which the eligibility qualifications of such Prize Winner have been satisfied in accordance with Section 11 herein (the “**Award Date**”). The Prize will be sent to the Prize Winner by email at the email address provided by such Prize Winner within five (5) business days following the Claim Date (the “**Delivery Date**”). RW&CO. reserves the right to modify, in its sole and absolute discretion, the method of delivery of a Prize described in this Section 12 in the event that it is not possible due to any cause beyond the control of RW&CO. The Prize Winner’s name and/or photograph may appear on the RW&CO.’s website (“the **Website**”) and/or any other RW&CO. and/or Reitmans online social networking and media marketing web pages for no less than thirty (30) days following the Award Date.
13. 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 any other gift card, 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.
14. If, by reason of a typographical or other error, more prizes are claimed than the number set forth in the Rules, all individuals making purportedly valid claims will be included in a random draw to award the advertised number of prizes available. No more than two (2) Prizes will be awarded in connection with each one of the four (4) individual contests in the Holiday Giveaway Contest, for a total of eight (8) Prizes.
15. 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 and/or any other RW&CO. and/or Reitmans online social networking platforms and media marketing web pages, and all forms of print, radio, television, home-video, CD ROM, DVD, and other interactive "electronic" media, in perpetuity. Those 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: RW&CO. Customer Service. For further information regarding the use of an entrant's personal information by RW&CO. and/or Reitmans, please refer to the Privacy Policy on the Website.

16. All expenses related or incidental to the receipt and use of a 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 either Sponsor, as applicable, 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. A Prize and every component thereof are non-transferable, non-refundable and may not be reissued or revalidated in whole or in part.
17. Neither Sponsor will be responsible for lost, stolen, mutilated, late, misdirected or ineligible entries that may occur in the administration of the Contest. RW&CO. 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 Website, the Contest Page, any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by RW&CO. 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.
18. 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 Website, the Contest Page or otherwise, (ii) insufficient entries (as decided in the Reitmans' sole discretion), or (iii) due to any other cause beyond the control of RW&CO., RW&CO. 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, RW&CO. 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, RW&CO. RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.**

19. 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 they meet 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 RW&CO. and/or Reitmans with proof that they are the authorized account holder of the e-mail address associated with the winning entry or forfeit their Prize.
20. All entrants assume all liability for injuries caused or claimed to be caused by participation in the Contest, or the use or misuse of their Prize granted herein, including any and all losses, damages, rights, claims, costs, actions and causes of action with respect to a 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 each of 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 a 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.
21. It is each entrant's sole responsibility to notify RW&CO. 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 RW&CO. by the Entry Deadline.
22. 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 (as defined below) 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.
23. 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 a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
24. For an additional set of the Rules and/or the Prize Winners' 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: RW&CO. Customer Service.