Rules and Regulations

- 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) the directors, officers, agents and employees of Via Rail Canada and all of its affiliated and associated entities and divisions (collectively, "Via Rail" and together with Reitmans, the "Sponsors") 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 from October 7, 2019 at 5:00 p.m. (Eastern time) to October 28, 2019 at 11:59 p.m. (Eastern time) (the "Entry Deadline") online on the RW&CO. website at https://rw-co.wyng.com/5d923c2d9a239102818a3d49 (the "Contest Page"), the whole as more fully set forth in Section 6.
- 6. In order to enter for a chance to win the one (1) Grand Prize (defined below), each entrant must:
 - a. Go to the Contest Page:
 - b. Fill in the online entry form found on the Contest Page by:
 - i. providing all required contact information;
 - ii. checking-off a box confirming that he or she has read, understood and agrees with the Rules;
 - iii. checking-off a box indicating that he or she opts-in to receive notifications via e-mail about upcoming promotions and special offers offered by RW&CO.; and
 - c. Click "Submit".
- 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 the Grand Prize will vary depending on the number of eligible entries received by the Entry Deadline.

- 8. A MAXIMUM OF ONE (1) ENTRY PER ENTRANT IS PERMITTED. All additional entries will be disqualified. For greater certainty, it is understood and agreed that all additional entries made by or for a single entrant or any attempt by an entrant to make more than one (1) entry, whether by using multiple e-mail accounts, identities, registrations, or any other methods, 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.
- 9. One (1) grand prize (the "Grand Prize") will be awarded consisting of:
 - a. One (1) one-way trip from Toronto to Vancouver in a luxe cabin aboard a Via Rail train (the "Train Ride") for the Grand Prize Winner and one (1) guest of his or her choice (the "Guest") worth up to a maximum of \$6,472 (including applicable taxes and fees);
 - b. one (1) one-way trip economy airfare for the Grand Prize Winner and the Guest departing from the major Canadian international airport that is nearest to the Grand Prize Winner's residence (the "Departure Airport") and offers flights to the Toronto, Canada (the "Toronto Airport") worth up to a maximum of \$1,000 (including applicable taxes and fees) (the "Departure Flight");
 - c. a three (3) night stay at a hotel in Vancouver to be determined by the Sponsors (the "Hotel") worth up to a maximum of \$900 (including applicable taxes and fees) (the "Accommodations");
 - d. one (1) one-way trip economy airfare for the Grand Prize Winner and the Guest departing from Vancouver, Canada (the "Vancouver Airport" together with the Departure Airport and the Toronto Airport, collectively, the "Airports") to the Departure Airport worth up to a maximum of \$1,000 (including applicable taxes and fees) (the "Return Flight" and together with the Train Ride, the Departure Flight and the Accommodations, the "Trip");
 - e. one or more RW&CO. gift cards (the "**Gift Cards**") having an aggregate value of \$500 which may be used at any participating RW&CO. store across Canada (each a "**Store**", collectively, the "**Stores**"); and
 - f. a prepaid VISA gift card (the "VISA") having an aggregate value of \$500.
- 10. With respect to the Grand Prize offered in Section 9 above:
 - a. the Trip will be subject to availability;
 - b. the Accommodations shall be in a standard room based on double occupancy:
 - c. the Grand Prize will not include, and as such the Grand Prize Winner and the Guest will be responsible for any and all transportation (whether ground, air or otherwise) not specifically included in the Grand Prize including to the Departure Airport prior to the departure for the Trip (including between the Grand Prize Winner's and the Guest's respective residences and the Departure Airport) and from the Departure Airport upon return therefrom;
 - d. the duration of the Train Ride will be four (4) days and three (3) nights and include meals.
 - e. the Trip and every element thereof is subject to availability as well as any national or local statutory holidays or any blackout periods which may apply (including as set forth in Section 10(i) hereof):

- f. for greater certainty and without limiting the generality of the foregoing, it is understood that the selection of the Airports is subject to flight schedules and will be made exclusively by the Sponsors based on their consideration of the aforementioned criteria at their sole and absolute discretion. The Airports, airline carrier and the Accommodations will be determined at the Sponsors' sole and absolute discretion and the Sponsors reserve the right, in their sole and absolute discretion, to change any element of the Trip in the event that reasonable airfare or Accommodations cannot be obtained or in the case of any other circumstances beyond the Sponsors' control. Additional government restrictions and regulations or hotel, airline carrier, airport or other transportation restrictions and regulations may apply;
- g. the Grand Prize winner and the Guest must (i) travel together on the same itinerary and have the same departure and return dates; (ii) each have valid travel documents prior to ticketing; (iii) have the right to exit from and return to their initial departure location and enter and exit from the Destination as well as any other possible stopover locations; and (iv) have at least one (1) major credit card in good standing, in order to, *inter alia*, cover any incidentals or any other requirements at the Hotel;
- h. the Sponsors do not assume any responsibility whatsoever and in no event will the Sponsors be held liable (i) for any delays or cancellations due to inclement weather or any other cause beyond the Sponsors' control; (ii) in the event that the Grand Prize Winner and the Guest are denied entry to or exit from any Airport or any other stop-over location or readmission into their initial departure location for any reason whatsoever; and (iii) any other circumstances beyond the Sponsors' reasonable control;
- i. travel must be booked through the Sponsors' at least thirty (30) days prior to the departure date and no later than February 28, 2020 (the "Booking Date"). Departure for the Trip must take place between November 1, 2019 and February 28, 2020 (excluding a blackout period from December 18, 2019 to January 6, 2020) (the "Travel Period") and the Trip must take place during the Travel Period. For greater certainty, a Trip cannot be booked after the Booking Date and travel cannot occur outside the Travel Period. Once booked, a reservation for the Trip may not be rescheduled, changed, extended or substituted other than by the Sponsors in their sole and absolute discretion. Some additional restrictions may apply; and
- j. for greater certainty and without limiting the generality of the foregoing, the Sponsors will not be responsible for any other expenses not specifically mentioned herein related or incidental to the receipt and use of the Trip, including without limitation, any ground transportation, meals and beverages, airport and departure taxes, any other taxes or fees, insurance (including baggage, travel and medical), telephone (including long distance charges), internet or fax charges, personal services or expenses such as laundry, valet, room service, gratuities, items or other expenses of a personal nature, any additional hotel accommodations, optional tours or excursions, and any other costs not specifically mentioned herein as forming part of the Trip, all of which will be the sole responsibility of the Grand Prize Winner and the Guest.
- 11. The maximum approximate total retail value of the Grand Prize is \$10,372 (including applicable taxes and fees). The actual retail value of the Grand Prize will vary depending, inter alia, on the city of departure, the Accommodations and the cost of airfare on the trip dates, the whole as provided in Section 10. The Grand Prize winner will not be entitled to receive the balance of any amount representing the difference between the Trip's maximum approximate total retail value and the Trip's actual cost, whether in cash, gift

- cards or otherwise. No frequent flyer miles will be available for the Trip. The Contest will have a total of one (1) Grand Prize Winner.
- 12. For purposes of awarding the Grand Prize, one (1) random draw will be conducted at the head offices of RW&CO. in Montréal, Québec on October 29, 2019 at approximately 10:00 a.m. (Eastern Time) (the "**Draw Date**") in order to select the Grand Prize Winner from among all of the eligible entries received by the Entry Deadline.
- 13. For the purposes of claiming the Grand Prize, the Grand Prize Winner will be contacted by e-mail within five (5) business days following the Draw Date (the "Claim Date"). If the selected Grand Prize Winner cannot be reached by the Claim Date for any reason whatsoever, such selected Grand Prize Winner will be disqualified and deemed to have forfeited the Grand Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances, RW&CO. may decide, in its sole and absolute discretion, to select a new Grand Prize Winner by a random draw conducted by RW&CO. until such time as contact is made by e-mail with such newly selected Grand Prize Winner. RW&CO. will not be responsible for failed attempts to contact a selected Grand 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 Grand Prize cannot be awarded to the Grand 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. RW&CO. reserves the right to verify eligibility qualifications of any entrant or Grand Prize Winner. In addition to the eligibility qualifications set forth in Section 3, the Grand Prize Winner must comply with the Rules and correctly answer a time-limited, mathematical skilltesting guestion (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 the Grand Prize awarded hereunder, the Grand Prize Winner may be required to execute (and notarize if required under applicable law) a full release and affidavit of eligibility in a form to be provided by RW&CO. which, inter alia, relieves Reitmans from any and all liability for injury associated with the Grand Prize or any component thereof awarded to the Grand Prize Winner, as well as satisfy any and all laws and regulations and other criteria required by the Grand Prize Winner's province or territory of residence (the "Release"). Should the Grand Prize Winner not comply with the Rules, decline the Grand Prize or any part thereof for any reason whatsoever, not claim the Grand 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 selected Grand Prize Winner will be disqualified and deemed to have forfeited the Grand Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances. Reitmans will have no further obligation to the Grand Prize Winner in question and may decide, in its sole and absolute discretion, to select a new Grand 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 Grand Prize Winner.
- 15. The Grand Prize Winner will be entitled to be awarded his or her Grand Prize on the date on which the eligibility qualifications of such Grand Prize Winner have been satisfied in

accordance with Section 14 herein (the "Award Date"). All information related to the Grand Prize will be sent to the Grand Prize Winner by e-mail (acknowledgment of receipt of e-mail will be required) within five (5) 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 Grand Prize or any component thereof to the Grand Prize winner in the event that delivery as described in this Section 15 is not possible due to any cause beyond the control of Reitmans. The Grand Prize Winner's name and/or photograph may appear on the Website, the RW&CO. Facebook Page (the "Fan Page"), 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.

- 16. No cash, product substitution or prize equivalent will be permitted. The Grand Prize cannot be combined or used in conjunction with any other contest or offer. The Grand Prize must be accepted as is, and cannot be redeemed for cash, prepaid cards, or gift card of any kind, in whole or in part. No component of the Grand 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 Grand 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 at the Stores.
- 17. If, by reason of a typographical or other error, more Grand 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 Grand Prizes available. No more than one (1) Grand Prize will be awarded in connection with the Contest.
- 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 Fan Page, and/or any other RW&CO. and/or Reitmans online social networking and media marketing web pages, and all forms of print, radio, television, homevideo, CD ROM, DVD, and other digital or 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.
- 19. All expenses related or incidental to the receipt and use of the Grand 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 Grand Prize Winner. Reitmans reserves the right to withhold and remit to the appropriate taxing

authorities the amount of any taxes due in connection with the Grand Prize. 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 Grand Prize Winner. The Grand Prize and every component thereof is non-refundable, non-transferable 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 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.
- 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 (including, without limitation, on the Website), 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 Contest 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, institution, etc.) that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. The Grand Prize Winner may be required to provide RW&CO. and/or Reitmans with proof that he or she is the authorized account holder of the e-mail address associated with the winning entry, or forfeit his or her Grand 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 Grand Prize granted herein, including any and all

losses, damages, rights, claims, costs, actions and causes of action with respect to the Grand 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 Grand 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 RW&CO. in writing at the address indicated above if he or she changes his or her 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 Grand Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- 27. For an additional set of the Rules and/or the Grand Prize Winner's name, visit RW&CO.'s Facebook page 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.