

GT 60th Birthday Celebration Contest Official Rules

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Entries for the **GT 60th Birthday Celebration Contest** (the “**Contest**”) will be accepted from April 28th, 2021 at 8:00 a.m. Eastern Time (“**ET**”) until May 4th, 2021 at 11:59 p.m ET (the “**Contest Period**”). The Contest is run by Giant Tiger Stores Limited, 2480 Walkley Rd., Ottawa, ON K1G 6A9 (the “**Sponsor**” or “**Giant Tiger**”).

2. ELIGIBILITY

To enter and to be eligible to win, an individual must be a legal resident of Ontario, Quebec, New Brunswick, Nova Scotia, P.E.I, Alberta, Saskatchewan or Manitoba who has reached the age of majority in their province of residence at the time of entry. The Contest is not open to employees, representatives, mandataries, and agents of the Sponsor, its affiliates and related companies, or its advertising or promotional agencies, prize suppliers, any other entity involved in the development, production, administration, or fulfillment of the Contest (each a “**Sponsor’s representative**”), or a member of any Sponsor’s representative’s immediate family (wherever they live) or an individual who lives with any Sponsor’s representative (whether related or not). In these Official Rules, “immediate family” includes parent, partner, spouse, sibling or child. The Contest is subject to all applicable federal, provincial and municipal laws and regulations. Participation constitutes a participant’s full and unconditional agreement to be legally bound by these Official Rules and the Sponsor’s (and its representatives’) decisions, which are final and binding in all matters related to the Contest.

3. HOW TO ENTER

Internet access and a valid email account are required.

Eligible participants can earn up to two (2) entries into the Contest (each a “**Contest Entry**” and collectively referred to herein as the “**Contest Entries**”) during the Contest Period, as follows:

- (a)** A participant who is a registered member, in good standing, of the GT VIP™ program can earn one (1) Contest Entry by clipping the “GT Birthday Contest Entry Offer” to their GT VIP™ account during the Contest Period. The email address associated with the GT VIP™ account, to which the aforementioned Offer is clipped, will be used to enter the Contest. (To note: To register for the GT VIP™ Program, go to: <https://www.gianttiger.com/gt-vip-login-page>.)
- (b)** Once the “GT Birthday Contest Entry Offer” is clipped, as described at subsection (a) above, a participant can earn a second Contest Entry by redeeming the “GT

Birthday Contest Entry Offer” previously clipped to their account during the Contest Period. They can do so by following the steps below:

- (i) attending any Giant Tiger store location;
- (ii) purchasing an Eligible Product (as hereinafter defined);
- (iii) using their own GT VIP™ account at checkout, either by having their GT VIP™ barcode scanned or providing their phone number; and
- (iv) by presenting the clipped “GT Birthday Contest Offer” at checkout.

For the purposes of clarity, regardless of the number of Eligible Products purchased, the participant will only receive one (1) Contest Entry. The email address associated with the GT VIP™ account, to which the aforementioned Offer is clipped, will be used to enter the Contest.

An “**Eligible Product**” is a product that is marked and offered for sale by a Giant Tiger store, but does not include tobacco products, lottery tickets, gift cards, postage and Western Union fees.

(c) NO PURCHASE METHOD OF ENTRY:

A participant can earn one (1) Contest Entry by mailing a hand-written, original (not mechanically produced) letter containing an original fifty (50) word essay describing why the participant loves shopping at Giant Tiger and on which is hand-printed the participant’s first name, last name, home telephone number, residential address (no P.O. Boxes accepted), email address and preferred Giant Tiger store within their province of residence.

The letter must be mailed in an envelope with sufficient postage to:

Giant Tiger Stores Limited
Attention: GT VIP Marketing re: GT 60th Birthday Celebration Contest -
Québec No Purchase Entry
2480 Walkley Road, Ottawa, ON K1G 6A9.

and it must be postmarked during the Contest Period and received by the Sponsor prior to the Draw Date (as defined below).

The letter must comply with the following requirements:

- shall not contain any nudity, profanity, commercial solicitation or promotion, or any obscene, explicitly sexual, graphic, violent, inflammatory, or disrespectful content;
- shall conform with all municipal, provincial and federal legislation; and

- shall consist of original content created by the participant and shall not contain any element that may be protected by a third party's copyright or subject to any other of their intellectual property, proprietary or privacy rights.

A participant who earns one (1) Contest Entry by completing the requirements of this subsection (c) may earn a second Contest Entry by either: (a) completing the requirements of this subsection (c) again; or (b) completing the requirements of subsection (a) if they are a registered member, in good standing, of the GT VIP™ program.

Proof of submission does not constitute proof of receipt by the Sponsor. Use of automated devices is prohibited; automated entries (including but not limited to entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification. Contest Entries become the sole and exclusive property of the Sponsor and will not be returned or acknowledged.

LIMIT OF TWO (2) CONTEST ENTRIES PER PARTICIPANT FOR THE CONTEST PERIOD, REGARDLESS OF THE METHOD(S) OF ENTRY SELECTED.

4. CONTEST PRIZES

A total of three (3) prizes are available to be won in each of the following regions: (1) Ontario; (2) Quebec; (3) Atlantic: New Brunswick, Nova Scotia and P.E.I.; and (4) GT West: Alberta, Saskatchewan and Manitoba.

In each of the four (4) aforementioned regions, the following prizes are available to be won:

- One (1) first prize consisting of a Giant Tiger Canada gift card worth One Thousand Canadian Dollars (CA\$1,000.00);
- One (1) second prize consisting of a Giant Tiger Canada gift card worth Five Hundred Canadian Dollars (CA\$500.00); and
- One (1) third prize consisting of a Giant Tiger Canada gift card worth Two Hundred Fifty Canadian Dollars (CA\$250.00).

The total value of the Contest prizes per region is One Thousand Seven Hundred Fifty Dollars (\$1,750.00) CAD, and the total value of the Contest prizes for the Contest as a whole is Seven Thousand Canadian Dollars (CA\$7000.00).

Each prize will be awarded only to a Selected Participant (as defined below) who has been confirmed as a winner, as described below. The prizes are subject to the Giant Tiger gift card terms and conditions. Each prize must be accepted as awarded and may not be assigned, sold, substituted, transferred or redeemed for cash or otherwise; however, the Sponsor reserves the right to substitute a prize of equal or greater monetary value, in cash

or otherwise, at its sole discretion, if the prize, or any component of any prize, cannot be awarded for any reason.

5. AWARDING OF THE PRIZES

On May 17th, 2021 (the “**Draw Date**”) at approximately 9:00 a.m. ET at 2480 Walkley Road, Ottawa, ON, K1G 6A9, the Sponsor will proceed by random drawing (each a “**Draw**” and collectively, the “**Draws**”) to select three (3) Contest Entries per region from among all eligible Contest Entries received during the Contest Period, in accordance with these Official Rules. A Contest Entry will be attributed to a particular region based on the location of the participant’s preferred Giant Tiger store, as indicated in the participant’s GT VIP™ account or Contest Entry, as the case may be.

The first Draw for each region will select the potential prize winner for the first prize; the second Draw for each region will select the potential prize winner for the second prize; and the third Draw for each region will select the potential prize winner for the third prize.

Each selected potential prize winner shall be referred to as a “**Selected Participant**”.

Odds of winning a prize depends on the total number of eligible Contest Entries received.

The Sponsor will contact each Selected Participant through the email address associated with the Selected Participant’s GT VIP™ account or as provided in the Selected Participant’s Contest Entry, as the case may be, within five (5) business days of the Draws (each a “**Notification**”).

To be considered a confirmed winner (each a “**Confirmed Winner**” and collectively, “**Confirmed Winners**”), a Selected Participant must complete and comply with the following requirements:

- (a) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question, to be administered through the Selected Participant’s email account or over the phone within five (5) business days from the date of the Notification;
- (b) if requested by the Sponsor, provide any information or document including without limitation proof of identify or of eligibility in a form acceptable to the Sponsor, in its sole and absolute discretion, within five (5) business days from the date of the Notification;
- (c) sign and return to the Sponsor within the time period specified by the Sponsor, a declaration of compliance and release of liability (the “**Release**”), in which the Selected Participant agrees, at a minimum, to release, discharge, defend and hold harmless the Sponsor, its advertising and promotional agencies, its affiliates and related companies, and each of their respective shareholders, directors, officers, owners, partners, employees, mandataries, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from and against any and all liability for

any claim, cause of action, demand, damage, injury, loss, cost or expense of any kind whatsoever, arising from or in connection with this Contest, participation in the Contest and any related activity, as well as the acceptance, use, misuse or possession of a prize; and

(d) otherwise comply with these Official Rules.

Prizes will be delivered to Confirmed Winners within approximately eight (8) weeks of the Draw Date.

If a Selected Participant cannot be contacted or fails to respond within the time period described above, or fails to: (i) correctly answer the skill-testing question unaided, (ii) provide satisfactory identity or eligibility documentation, if requested by the Sponsor, (iii) sign and return the Release within the required time, or (iv) otherwise comply with these Official Rules, the applicable prize will be forfeited and may be awarded to an alternate participant, in the manner described above, subject to disqualification in the same manner.

6. WINNERS' LIST

A list of winners may be requested prior to May 28, 2021. For a list of winners, please e-mail your request to GTVIP@gianttiger.com, with the subject heading: "GT 60th Birthday Contest."

7. GENERAL

- (a)** To win a prize, a Selected Participant must meet all of the conditions and requirements set out in these Official Rules. If a Selected Participant and/or Confirmed Winner gives false information to the Sponsor, or interferes with the entry process or operation of the Contest, they may be disqualified from the Contest and may be required to return their prize.
- (b)** The Sponsor has no responsibility to any participant for the participant's participation in the Contest. If there are any mistakes or technical issues in the processing of Contest Entries or the operation of any matter relating to the Contest, or if any Contest Entries are lost, stolen, destroyed, incomplete, delayed or cannot be read, the Sponsor will not re-run the Contest or ask participants to re-submit their Contest Entries. The Sponsor is not responsible or liable for any problems or errors related to the Contest.
- (c)** The Sponsor has no responsibility to any participant for their use of the prize.
- (d)** Each participant assumes full legal and financial responsibility for their Contest Entry and any materials, and contents related thereto, which includes any consequences arising from submitting and/or otherwise posting such materials and/or content on social media.

- (e) Subject only to the approval of the *Régie des alcools, des courses et des jeux* (the "Régie") with respect to residents of Québec, the Sponsor reserves the right to terminate, suspend or modify the Contest and these Official Rules, in whole or in part, at any time and without notice, obligation or liability, for any reason, including if, in the Sponsor's sole discretion, any factor interferes with the proper conduct of the Contest, as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason which, in the sole discretion of the Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor may terminate, modify or suspend the Contest, or any portion thereof, in its sole discretion.
- (f) **By participating in the Contest, a participant agrees that the Sponsor may use the participant's name, province of residence, portrait, images, photographs, voice, video or other likeness, personal information, and comments made in relation to Giant Tiger and/or the Contest in any advertising of Giant Tiger and/or the Contest in any media now known or hereinafter developed, without further notice, authorization or compensation.**
- (g) FOR RESIDENTS OF QUÉBEC: Any litigation respecting the conduct or organization of a publicity contest may be submitted to 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.
- (h) By participating in the Contest, a participant agrees that the laws of the province of Ontario and the laws of Canada applicable therein will govern any and all disputes arising from, connected with or relating to the Contest or a prize, and that any and all related matters will be resolved before the courts of Ontario sitting in the City of Ottawa, of which the participant irrevocably submits and attorns to the exclusive jurisdiction.
- (i) Personal information collected, used, retained and communicated in connection with the Contest may be stored on servers outside of Canada, and may therefore be subject to another country's laws and may be accessible by a foreign government, courts or law enforcement or regulatory agencies. The personal information participants provide when entering the Contest will be collected and used for the purposes of administering the Contest, prize fulfillment and producing the Winners' List. The personal information participants provide when using their GT VIP™ account will be collected and used as set out in Sponsor's Privacy Policy, available at <https://www.gianttiger.com/privacy-policy>. If a participant requests to receive marketing communications from the Sponsor regarding products and offers, participant's contact information will also be used for the purposes of fulfilling the participant's request for such communications. Personal information will be treated in accordance with the Sponsor's Privacy Policy. 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 their personal information.

- (j) LIMITATIONS OF LIABILITY AND RELEASES** BY PARTICIPATING OR ATTEMPTING TO PARTICIPATE IN THIS CONTEST, PARTICIPANTS AGREE THAT RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS AGAINST, ANY LIABILITY FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, LIABILITIES, EXPENSES, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THIS CONTEST OR ACCEPTANCE, USE, MISUSE OR POSSESSION OF THE PRIZE. Without limiting the foregoing, the Releasees shall not be responsible for: (a) any incomplete or inaccurate information provided by participants; (b) the theft, destruction, loss or unauthorized access to, or alteration of, Contest Entries; (c) printing, distribution, programming or production errors, and any other errors of any kind, whether human, mechanical, electronic or otherwise; (d) technical, pictorial, typographical or editorial errors or omissions contained herein or in other materials related to the Contest; (e) violation of any third party right(s), including without limitation any copyright, trade-mark, intellectual property, privacy, publicity, or other proprietary right in connection with the Contest; or (f) delays or other problems in the transmission of Contest Entries.

These obligations will survive indefinitely beyond the conclusion of the Contest.

- (k)** In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related information, the terms and conditions of these Official Rules shall prevail, govern and control.
- (l) GENERAL CONDITIONS** Winning a prize is contingent on fulfilling all the conditions and other requirements set forth in these Official Rules. All Contest Entries become the property of the Sponsor and none will be returned. All Contest Entries and prize claims are subject to verification. Participants agree to abide by these Official Rules. Decisions of the Sponsor will be final and binding on all matters pertaining to this Contest. Void where prohibited. The Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.