

## REAL CANADIAN SUPERSTORE DESIGN A JERSEY CONTEST CONTEST RULES (“RULES”)

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

**1) SPONSOR:** The Real Canadian Superstore Design A Jersey Contest (the “Contest” or “contest”) is brought to you by Loblaws Inc. (the “Sponsor”). The prize suppliers are the Canadian Hockey League, Western Hockey League and Ontario Hockey League (collectively, the “Prize Supplier”).

**2) CONTEST PERIOD:**

This Contest begins on October 10, 2023 at 7 am ET and closes October 31, 2023 at 11:00 pm (the “Contest Period”).

**3) ELIGIBILITY:** Contest is open only to residents of Canada (excluding Quebec) who are sixteen (16) years or younger at the time of entry.

Employees, representatives, agents, officers or directors (and those with whom such persons are living, whether related or not) of the Sponsor, its divisions, subsidiaries, associated and affiliated entities, Prize Supplier, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “Contest Parties”) are not eligible to enter the Contest.

Any entrant under the age of majority in their respective province or territory of residence (the “Minor”) must certify they have parental consent to enter the Contest and all of these Rules shall apply to both the Minor and to the Minor’s parent or legal guardian. The Sponsor reserves the right, in its sole and absolute discretion, to contact the parent/legal guardian of any eligible entrant at any point during the Contest for the purpose of verifying such parent or legal guardian’s (i) agreement to be legally bound by these Official Rules, (ii) consent to the Minor’s participation in this Contest; and/or (iii) consent to the collection of the Minor’s personal information. Furthermore, such parent or legal guardian must sign all necessary documentation on behalf of the Minor all in respect of this Contest, including any declaration and release form. **4) HOW TO ENTER: NO PURCHASE NECESSARY.** To enter the Contest, log on to <https://jerseydesigncontest.chl.ca/> and follow the on-screen instructions to download the jersey template by selecting a league and team from the available OHL and WHL teams provided in the dropdown (each, a “Market”) for which you wish to design a jersey (the “Jersey Design”).

Once you have created and completed your Jersey Design, submit your completed Jersey Design, along with your full name, age, contact information and short description about your Jersey Design (collectively, the “Entry”). Jersey Design files must be uploaded as PNG, JPEG or PDF formats.

For clarity, there are twenty-five (25) Markets, as follows:

OHL Markets (Ontario): Barrie, Brantford, Kitchener, London, Mississauga, Niagara, Oshawa, Ottawa, Peterborough, Sarnia, Sudbury and Windsor

WHL Markets: Brandon, Manitoba, Calgary, Alberta, Edmonton, Alberta, Kamloops, British Columbia, Lethbridge, Alberta, Medicine Hat, Alberta, Moose Jaw, Saskatchewan, Prince Albert, Saskatchewan, Prince George, British Columbia, Red Deer, Alberta, Regina, Saskatchewan, Saskatoon, Saskatchewan,

and Victoria, British Columbia

Once you have submitted your Entry, you will receive (1) Entry into the Contest. Limit one (1) Entry per person per Market during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.

To be eligible, Entries must be submitted and received during the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected as a potential winner for a Prize (as defined herein).

By entering, each entrant acknowledges and agrees that submitting a Jersey Design online brings the Entry within the public view and, as such, the entrant waives any claims against the Sponsor and Prize Supplier and indemnifies and holds Sponsor and Prize Supplier harmless against any third party claims for damages or injury attributable to the Sponsor or Prize Supplier for any copying, re-posting or unlawful use of the submitted Jersey Design that may result.

To be eligible, an Entry must be submitted and received in accordance with these Rules during the Contest Period.

Each Entry must be original, have not been previously used in a previous contest, not infringe copyright or other intellectual property rights of any other party, and must be suitable for publication (i.e. must not be obscene or indecent or contain content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion). Sponsor reserves the right, in its sole and absolute discretion, to reject any Entry the Sponsor or Prize Supplier deems not to be in keeping with the rules of this Contest.

Sponsor and Prize Supplier assume no responsibility for any claims against infringement with respect to any Entry submitted. By entering this Contest each entrant: (i) represents that the said Entry does not infringe on any third party's copyright materials, trade-mark or other intellectual property rights; (ii) agrees to release, indemnify, discharge and hold harmless the Released Parties (as defined herein) from any claim or liability arising from or related to submission of the Entry and participation in this Contest; (iii) grants the Sponsor and/or Prize Supplier, an unlimited, royalty free, irrevocable, right and license to edit, modify reproduce, post and/or broadcast the Entry in any form of media now known or hereinafter developed, including, without limitation, as contemplated within these Rules, and in any advertising or promotions created by the Sponsor or Prize Supplier in any form of media to promote this Contest and/or future contests similar to this Contest; and (iv) waives all moral rights in the Entry in favour of the Sponsor and/or Prize Supplier. Sponsor and/or Prize Supplier reserves the right, in its/their sole and absolute discretion to edit (or require the entrant to edit and resubmit) any material that violates these Rules. Sponsor and/or Prize Supplier shall have the right to edit or modify the Jersey Design, where necessary, in order apply/print the winning Jersey Design to the jersey.

**NOTE:** Text messaging fees may apply depending on the entrant's mobile device carrier and text messaging package. Such fees are the responsibility of the entrant/account holder. Text messaging may

not be available in all areas or with all mobile service providers. Entrant must be the person in whose name the mobile device account for the mobile device used to enter the Contest via mobile device is registered (the “**Mobile Account Holder**”) or have the express permission of the Mobile Account Holder. Entries made via mobile device without the permission of the Mobile Account Holder may be disqualified.

**5) ADDITIONAL ENTRY RULES:** All Entries are subject to verification at any time and for any reason. The Sponsor and/or Prize Supplier reserve the right to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) for any reason the Sponsor and/or Prize Supplier deem necessary to administer this Contest. Failure to provide such proof within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor/Prize Supplier. Proof of transmission (screenshots or captures etc.) or attempted transmission of an Entry, or of an attempted Entry or of any communication, does not constitute proof of delivery or receipt by the Sponsor.

If it is discovered by the Sponsor and/or Prize Supplier (using any evidence or other information made available to the Sponsor and/or Prize Supplier) that: (a) any person has attempted to use multiple accounts, names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s and/or Prize Supplier’s interpretation of the letter and spirit of these Rules to enter this Contest; (b) acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor and/or Prize Supplier. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be deemed to have submitted by the authorized account holder of the email address or mobile phone number associated with the account. A selected entrant may be required to provide proof that he/she is the authorized account holder associated with the selected Entry. An Entry may be rejected if (in the sole and absolute discretion of the Sponsor and/or Prize Supplier) it is not fully completed with all required information and submitted and received in accordance with these Rules.

The Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete entries (all of which are void).

Sponsor and/or Prize Supplier reserve the right to disqualify an entrant if the entrant: a) violates these official rules and/or the general rules/guidelines of any online property, Contest website or service of the Sponsor and/or Prize Supplier; b) enters the contest by any means contrary to these rules or which would be unfair to other entrants or where contest entries are generated by any mechanical or automated means; and/or c) acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Entry materials that have been tampered with, reproduced, falsified, or altered are void.

Any attempt to deliberately damage the Contest website or any related website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

**6) POTENTIAL WINNER SELECTION:** On November 6, 2023 in Brampton, Ontario at approximately 10:00

an ET each eligible Entry will be judged and assigned a total score out of 100 by each member of the panel of judges (the “**Judges**”) based on the following judging criteria:

Originality of Jersey Design (35%)  
Creativity of Jersey Design (25%)  
Representation of the Market team (40%)

Once the scores for each Entry are tabulated, the Entries with the highest scores will be deemed the winner for the respective Market. In the event of a tie between two (2) or more Entries per Market based on the total score, the tie to determine the winner per Market will be broken first using the each Judge’s score on creativity, then originality, then representation of the Market team.

The Prize Supplier or its designated representative will make a minimum of three (3) attempts to contact each eligible winner (using the information available to the Prize Supplier) within ten (10) business days of selection as an eligible winner. If an eligible winner cannot be contacted within ten (10) business days of the Prize Supplier’s first attempted contact, or if there is a return of any notification as undeliverable and/or if any correspondence is not responded to; then he/she may, in the sole and absolute discretion of the Prize Supplier, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Prize Supplier reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner in accordance with the applicable procedures as outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). No communication or correspondence will be exchanged with entrants except for those selected for a prize.

**7) ODDS OF WINNING:** The chances of being selected as a potential winner of a Prize depends upon the quality of the Entry based on the judging criteria.

**8) PRIZES/APPROXIMATE RETAIL VALUES (ARVs):** There are twenty-five (25) prizes [1/Market] (each, a “**Prize**” or “**prize**” and collectively, the “**Prizes**” or “**prizes**”) available to be won in relation to this Contest, each consisting of one (1) jersey of the winner’s Jersey Design autographed by the respective team’s players and four (4) tickets to such team’s designated game night (Dates TBD) with a total approximate retail value of \$400.00 CDN. Travel and accommodation for the game night will not be provided. The autographed jersey will be provided by the Prize Supplier during the 2023-24 hockey season (approximately March 2024) pending confirmation of the date that such team’s winning Jersey Design is worn.).

The approximate retail value of the Prize is that stated by the Prize Supplier as being in effect thirty (30) days prior to the launching of this Contest.

Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be permitted by Sponsor and/or Prize Supplier in their sole and absolute discretion). No substitutions except at Sponsor’s and/or Prize Supplier’s option. Sponsor and/or Prize Supplier reserves the right, in their sole and absolute discretion, to substitute the Prize (or a component thereof) with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s and/or Prize Supplier’s sole and absolute discretion, a cash award. During the Contest Period, there is a limit of one (1) Prize per person.

The following general conditions apply to each Prize: (i) specifics of each Prize will be at the sole and absolute discretion of the Sponsor and/or Prize Supplier and subject to availability; and (ii) if applicable,

each confirmed Prize winner is solely responsible for all expenses that are not specifically included in the Prize description above.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. By accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

The approximate retail values as stated by the Sponsor and/or Prize Supplier in point of sale advertising, and other advertising, promotion materials, and/or in these Rules are subject to price fluctuations in the consumer marketplace. If, at the time a prize is redeemed or awarded, the actual prevailing retail purchase price for the prize is less than the approximate retail value stated by the Sponsor and/or Prize Supplier in point of sale, television and print advertising, promotion materials, and/or in these Rules, the prize winner will not be entitled to a cheque or cash for the price difference. Prizes will be delivered to winners within 4 to 6 weeks of winner verification.

If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor and/or Prize Supplier reserves the right, in its sole and absolute discretion, to rescind invalid Prize claims and/or conduct a random draw from amongst all eligible claimants to award the correct number of Prizes. In no event whatsoever will the Sponsor or any of the Released Parties be liable for more than the number, type and value of Prizes as stated in these Rules.

9) **GRANT OF RIGHTS:** By entering a Jersey Design, the applicable entrant represents and warrants to the Sponsor and/or Prize Supplier that the Jersey Design is wholly original to the respective entrant and that such entrant owns all right, title and interest in and to the Jersey Design. Without further compensation, each entrant agrees that:

a. the entrant on behalf of himself/herself/themself, executors, administrators and assigns, grants to the Sponsor and/or Prize Supplier a non-exclusive, perpetual, royalty-free, worldwide license and right to broadcast, exhibit and/or otherwise use the Jersey Design and every element thereof, in whole or in part, in any manner or medium now or hereafter known or devised and, without limiting the foregoing, but for greater certainty, expressly grants to the Sponsor and/or Prize Supplier, or its designated representative the license and right to reproduce, post, publish and/or otherwise display such entrant's Jersey Design. All Jersey Designs, upon submission, become the property of the Sponsor and/or Prize Supplier and its successors, assigns and licensees. The Sponsor and/or Prize Supplier will have the non-exclusive right to make unlimited derivative works of any Jersey Design, to assign or transfer any or all such rights and to grant unlimited sublicenses. Each entrant forever waives and relinquishes, on behalf of himself/herself/themself, his/her/their heirs, executors, administrators and assigns any and all rights, including but not limited to moral rights and goodwill, in and to the Jersey Design;

b. the entrant shall have no right of approval or consultation with respect to Sponsor and Prize Supplier's use of the Jersey Design. Sponsor and/or Prize Supplier will not be responsible for the return or preservation of the Jersey Design. Sponsor and/or Prize Supplier shall use its sole discretion in determining the extent and manner of its permitted use of the Jersey Design;

c. the Sponsor and/or Prize Supplier shall have the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the entrant's name, address, image voice likeness, statements, biographical materials, as well as any photographic images, video images, portraits, interviews, or other materials relating to the entrant and arising out of the entrant's participation in this contest (with or without using such entrant's name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval ; and

d. the entrant has not granted or transferred any rights in or to the Jersey Design to any third party prior to the date of entry into the Contest and has not done anything and will not do anything to impair the rights the entrant has granted to the Sponsor and/or Prize Supplier in any way.

**10) DECLARATION & RELEASE:** Before being declared as a confirmed prize winner, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may be administered online, by email or other electronic means, by telephone, or in the Prize Supplier's form of declaration and release); and, where applicable, (b) sign (or where the winner is a Minor, such Minor's parent and legal guardian must sign) and return the Prize Supplier's declaration and release form, confirming (among other things) their: (i) compliance with these Rules; (ii) acceptance of the applicable Prize; (iii) release of the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agreement to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor or Prize Supplier in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible winner (and/or parent/legal guardian on the winner's behalf): (a) fails to correctly answer the skill-testing question; (b) fails to properly execute and return any required Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; (d) email or other correspondence between the Prize Supplier, or its representative, and the potential winner is not responded to or returned as undeliverable; and/or (e) is determined to be in violation of these Rules (all as determined by the Sponsor and Prize Supplier in their sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Prize Supplier reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner in accordance with the applicable procedures as outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). Any forfeited or unclaimed prizes by November 30, 2023 will not be awarded.

**11) LIMITATION OF LIABILITY:** By entering this contest, each entrant accepts and agrees to these Rules and the decisions of the Sponsor or Prize Supplier as the case may be, which shall be final in all matters. Each entrant (and/or entrant's parent/legal guardian) further releases and holds harmless the Released Parties from any and all liability for any injuries, loss or damage of any kind arising from, or in connection with, the Contest or any Prize won and by accepting a prize, the winner(s) (and/or winners' parents/legal guardians) agree(s) to hold the Released Parties harmless against any and all claims and liability arising out of the acceptance, use, misuse or redemption of any prize or participation in the contest. The Released parties will not be liable for: (i) any failure of any website or any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information or materials whatsoever to be

received, captured, recorded or function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

**12) TERMINATION:** The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor or Prize Supplier that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever or any epidemic, pandemic, or any governmental or health authority orders. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor and/or Prize Supplier reserve the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever, including without limitation any of the causes contemplated in this paragraph. Without limiting the generality of the forgoing, the Prize Supplier reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

**13) PRIVACY/USE OF PERSONAL INFORMATION:** The Sponsor and Prize Supplier respect your right to privacy. By participating in the Contest, you: (i) grant to the Prize Supplier the right to use your name, mailing address, telephone number, and e-mail address, alias or platform handle (as applicable) ("**Personal Information**") for the purposes of administering this Contest and conducting publicity about this contest; (ii) grant to the Prize Supplier the right to use Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledge that the Prize Supplier may disclose Personal Information to third-party service providers and agents of the Prize Supplier in connection with any of the activities listed in (i) and (ii) above. The Prize Supplier will only use the entrant's Personal Information for identified purposes and only if consent is given at the time of entry to provide you with information regarding upcoming promotions/Contest of the Prize Supplier. Your consent may be withdrawn at any time. Should you withdraw your consent, your entry into this contest will be invalid. For more information regarding the manner of collection, use and disclosure of Personal Information by the Prize Supplier, please refer to the Prize Supplier's Privacy Policy at:

**14) LAW:** The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

15) **OFFICIAL RULES:** These rules are available on the contest website at <https://jerseydesigncontest.chl.ca/>.