

**Real Canadian Superstore Design A Jersey Contest (“Contest” or “contest”)  
OFFICIAL CONTEST RULES (“Rules” or “rules”)**

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**1) SPONSOR:** This Contest is sponsored by Loblaw Companies Ltd. (the “Sponsor”) and the prize(s) are provided by the Canadian Hockey League, the Western Hockey League and the Ontario Hockey League (collectively, “Prize Provider”).

**2) CONTEST PERIOD:** This Contest begins on May 16, 2022 at 7:00 AM (ET) and closes June 13, 2022 at 11:00 PM (ET) (the “Contest Period”). **3) HOW TO ENTER: NO PURCHASE NECESSARY.** To enter the Contest, log on to [contests.chl.ca/yourteamyourjersey](https://contests.chl.ca/yourteamyourjersey) and follow the on-screen instructions to download the jersey template by selecting the league and the 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-six (26) Markets which include the following:

**OHL Markets** (Ontario): Barrie, Hamilton, 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, Winnipeg, Manitoba 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.

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 Finalist (as defined herein) or for a prize, as applicable.

Each Jersey Design must be original to the entrant, have not been previously published or won any other prize/award, not infringe copyright or other intellectual property rights of any other party (except as may be allowed herein), 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 discretion. Sponsor reserves the right, in its sole discretion, to reject any Entry the Sponsor deems not to be in keeping with the rules of this Contest, that fails to satisfy any of the above guidelines or is inconsistent with the goals, image or policies of the Sponsor. Entries must not: include celebrities (or celebrity likeness); disparage any persons or organizations; contain any personal or commercial solicitations, advertisements or promotional materials; feature alcoholic beverages, tobacco products, firearms and ammunitions, prescription drugs, illegal drugs and related drug paraphernalia, nutritional supplements, lotteries, or gambling; contain material which is in Sponsor's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, violent, discriminatory (including based on race, sex, religion, natural origin, physical disability, sexual orientation or age), profane, or harassing; or contain material that is threatening to any person, place, business or group or contain words or symbols that are

widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; violate any law, statute, ordinance or regulation and must be in line with the Sponsor's image and reputation as determined by Sponsor, in its sole discretion. Sponsor reserves the right, in its sole and absolute discretion to edit (or require the entrant to edit and resubmit) any material that violates these Rules. Sponsor shall have the right to edit or modify the Jersey Design, where necessary, in order apply/print the winning Jersey Design to the jersey.

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 indemnifies and holds Sponsor harmless against any third party claims for damages or injury attributable to the Sponsor for any copying, re-posting or unlawful use of the submitted Jersey Design that may result.

Sponsor assumes 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, except as may be permitted at the sole discretion of the Sponsor; (ii) agrees to release, indemnify, discharge and hold harmless the Promotion Parties, their respective parent, subsidiary and affiliated companies, and their respective officers, directors, employees, agents and representatives from any claim or liability arising from or related to submission of the Entry and participation in this Contest, (iii) grants the Sponsor, 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 Official Rules, and in any advertising or promotions created by the Sponsor 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.

**4) ELIGIBILITY:** Contest is open to legal residents of Canada (excluding Quebec).

Employees, officers, directors, agents or representatives of the Sponsor, its respective affiliates, subsidiaries, related companies, Prize Provider, advertising and promotional agencies (collectively, "Promotion Parties") and the immediate family and/or household members of any of the above, are not eligible to participate in the Contest. For the purposes of these contest rules, "immediate family" means husband, wife, spouse, mother, father, brother, sister, son, and/or daughter, whether or not they reside in the same household.

The Sponsor reserves the right at any time to require proof of identity and/or eligibility to participate in the Contest and any failure to provide such proof may result in disqualification at the Sponsor's sole and absolute discretion.

Any entrant under the age of majority in his/her/their province or territory of residence must certify they have parental consent to enter and such parent or legal guardian must sign all necessary documentation (as described in these Rules) on such minor's behalf should the minor be named a potential winner.

## **5) METHOD OF AWARDING PRIZES:**

**JUDGING:** On June 16<sup>th</sup> 2022 in Brampton, Ontario at approximately 10:00 AM (ET), each eligible Entry will be judged and assigned a total score out of 100 by each member of a panel of judges (the “Judges”) based on the below 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, second highest and third highest scores for each Market will be eligible to participate in the voting portion of the Contest. In the event of a tie between four (4) or more Entries per Market based on the total score, the tie to determine the top three (3) finalists per Market (each, a “Finalist”) will be broken first using the each judge’s score on creativity, then originality, then representation of the Market team.

**VOTING:** All visitors to the Contest website may vote for a Finalist’s Jersey Design subject to the voting limits set out below. In order to place a vote for a Finalist’s Jersey Design, visit [contests.chl.ca/yourteamyourjersey](https://contests.chl.ca/yourteamyourjersey), click the link to view the gallery of Jersey Designs and click the “vote” button next to the Jersey Design that you wish to vote for. Finalists may encourage his/her/their friends and other eligible individuals to vote for his/her/their Jersey Design, however, an entrant is not to post any request for votes on any public website and is not allowed to offer any individual any incentive, inducement, or prize in furtherance of receiving such individual’s vote. Any entrant determined by Sponsor, in its sole and absolute discretion, to be engaging in such behaviour, will be subject to disqualification. The Jersey Design with the most votes per Market will be named the potential winner of a prize.

Limit fifteen (15) votes per person per day (defined as 12:0001 am ET to 11:59:59 pm ET) during the voting period, September 26 2022- October 10 2022 (the “Voting Period”).

If it is discovered that attempts were made by a voter (or any individual purporting to be a voter) to: (i) vote more than the allowable limits during the Voting Period (as outlined above), (ii) use or attempt to use multiple names, identities and/or any automated, script, macro, robotic or other program to submit a vote; (iii) engage in systematic voting from the same computer/IP address, then it may result in the disqualification, at the sole and absolute discretion of the Sponsor, of the votes and/or of the Entry to which such votes relate.

All votes are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including,

without limitation government issued photo identification) from any voter to participate in this Contest or for any votes entered, or purportedly entered, by such voter to be considered valid for the purposes of this Contest.

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THE ENTRANT AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS THE WINNER OR AN ELIGIBLE WINNER. Each selected potential winner will be notified by email or phone call no later than October 31, 2022. Before being declared a winner, each potential winner (or the minor's parent/legal guardian on such minor's behalf) must correctly answer a time-limited mathematical skill-testing question without assistance or mechanical or electronic aid and sign a standard declaration and release form confirming, among other things, compliance with the contest Rules and acceptance of the prize, as awarded. .

If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to properly execute and return the declaration and release form within the specified time; (c) cannot accept (or is unwilling to accept) the prize, as awarded, for any reason; (d) is determined to be in violation of these Rules; and/or (e) if email or other communication between the potential winner and Sponsor is not responded to or is returned as undeliverable, the prize may be forfeited by that potential winner and the Sponsor reserves the right, at its sole and absolute discretion, to award the respective prize to the Finalist with the second highest votes (in the respective Market) (in which case, the foregoing provisions of this section will apply to such newly eligible potential winner).

**6) ODDS OF WINNING:** The chances of being selected as a potential winner of the prize depends on the quality of the Entry based on the judging criteria and the number of votes received.

**7) PRIZES/APPROXIMATE RETAIL VALUES (ARVs):** There are twenty-six (26) prizes (1/Market) available to be won, each consisting of one (1) jersey of the winner's Jersey Design autographed by the respective team's players with an approximate retail value of \$300 CDN. The autographed jersey will be provided by the Prize Provider during the 2022-23 hockey season (approximately March 2023) pending confirmation of the date that such team's winning Jersey Design is worn.).

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

**8) GRANT OF RIGHTS:** By entering a Jersey Design, the applicable entrant represents and warrants to the Sponsor 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 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, 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 its successors, assigns and licensees. The Sponsor 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/themselves, 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's use of the Jersey Design. Sponsor will not be responsible for the return or preservation of the Jersey Design. Sponsor shall use its sole discretion in determining the extent and manner of its permitted use of the Jersey Design;
- c. the Sponsor 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 in any way.

**9) DECLARATION & RELEASE:** Each potential winner (or if a minor, then such minor's parent/legal guardian on such minor's behalf) will be required to execute and return a declaration and release form within seven (7) days of the date indicated on the accompanying letter of prize notification and of attempted delivery, or the prize will be forfeited and may be awarded to an alternate entrant, based on number of votes received.

**10) LIMITATION OF LIABILITY:** By entering this Contest, the entrant accepts and agrees to these Rules and the decisions of the Sponsor, which shall be final in all matters. By accepting the prize, each winner agrees to hold the Sponsor, its affiliates, directors, officers, employees, parent and related companies, licensors, licensees, and assigns 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 Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete Entries, on account of the foregoing or otherwise, notifications, typographical, responses, replies or any computer, online, software, telephone, cellular phone, hardware or technical problems, interruption, deletion, defect, delay in operation or transmission, failure, traffic congestion or malfunction that may occur, or on account of any combination including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website or mobile application users or by any of the equipment or programming associated with the Contest or by any technical, human or other error or omission. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Sponsor is not responsible for any injury or damage to the entrant, voter or to any computer or cellular phone related to or resulting from participating or downloading materials or applications in this Contest. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, lack of participation, fairness, integrity or proper conduct of this Contest or the Contest website.

Sponsor reserves the right to disqualify an entrant if the entrant a) violates these Rules and/or the general rules/guidelines of any online property or service of the Sponsor; 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; 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. In the event a dispute arises as to the identity of a potentially winning online entrant, Entries made by internet will be declared made by the name on the online entry form.

Any attempt to deliberately damage the Contest website, Contest application 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.

Currency is in Canadian dollars unless otherwise stipulated. Each prize must be accepted "as is" and may not be exchanged for an amount of money, bartered, sold, raffled, substituted, or transferred, and is non-refundable. Specifics of each Prize will be at the sole and absolute discretion of the Prize Supplier, subject to availability. In the event the stated prize(s) are unavailable due to reasons beyond the control of the Sponsor, a prize of equivalent nature and value will be available, or the Sponsor, in its sole discretion, may award the winner the equivalent monetary value in lieu of prize. The prize(s) will be delivered only to the confirmed winners.

Refusal to accept a prize releases the Sponsor, as well as its respective directors, officers, and employees, from all responsibility and obligations toward the winner of such prize. In no event shall Sponsor be held to award more prizes than what is mentioned in these rules or to award prizes otherwise than in compliance with these rules.

**11) CONDITIONS OF ENTRY:** Acceptance of a prize constitutes permission for the Sponsor to use winners' names, cities, provinces/territories of residence and likenesses for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless prohibited by law.

All information requested by and supplied by each entrant must be truthful, accurate, and in no way misleading. Sponsor reserves the right to disqualify any entrant from the contest in its discretion, should the entrant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the entrant be ineligible to enter the contest pursuant to these Rules.

**12) INTELLECTUAL PROPERTY:** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

**13) INDEMNIFICATION:** Entrant releases and holds Sponsor harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from participation in the Contest, any breach of the Rules, and/or in any prize-related activity. The entrant agrees to fully indemnify the Sponsor from any and all claims by third parties relating to the Contest.

**14) TERMINATION:** If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of this contest, the Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Contest, in whole or in part, at any time, without prior notice or obligation. Any attempt to deliberately damage any website or to undermine the legitimate operation of this contest is 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, including criminal prosecution.

**15) PRIVACY/USE OF PERSONAL INFORMATION:** The Sponsor respects your right to privacy. By participating in the Contest, you: (i) grant to the Sponsor the right to use your name, mailing address, telephone number and e-mail address, alias or platform handle ("Personal Information") for the purposes of administering this Contest and conducting publicity about this contest; (ii) grant to the Sponsor 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 Sponsor may disclose Personal Information to third-party service providers and agents of the Sponsor in connection with any of the activities listed in (i) and (ii) above. The Sponsor 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 Sponsor. 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 Sponsor, please refer to the Sponsor's Privacy Policy at: <https://loblaw.ca/en/privacy.html>

**16) 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.