

# SHOPPERS DRUG MART HOLIDAY WISH & WIN

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID IN THE PROVINCE OF QUEBEC AND WHERE PROHIBITED.**

By participating, you (“entrant” or “you”) agree to abide by and be bound by these Official Rules and the decisions of Shoppers Drug Mart located at 243 Consumers Road, Toronto, Ontario M2J 4W8 (the “Sponsor”) and/or Ventura Associates International, LLC, located at 494 Eighth Avenue, New York, NY 10001 (the “Administrator”), which are final and binding in all respects and not subject to appeal.

**1. CONTEST ENTRY PERIOD:** The Shoppers Drug Mart Holiday Wish & Win (the “Contest”) begins at 12:00 a.m. (midnight) Eastern Time (ET) on December 3, 2018 and ends at 3:00 p.m. ET on December 20, 2018 (the “Contest Entry Period”). Sponsor’s designated computer will be the official record keeping device for all entries applicable to this Contest.

**2. ELIGIBILITY:** The Contest is open only to legal residents of Canada (excluding Quebec), who are over the age of majority in the province or territory in which they live at the time of entry. The following persons are not eligible to enter this Contest: officers, directors, or employees of Sponsor or Administrator; their respective parent, subsidiary or affiliated companies; or any of the advertising, promotion or fulfillment agencies involved in this Contest (collectively, the “Contest Entities”); nor members of their households or immediate families (defined as parents, children, siblings, step-parents, step-children, step-siblings and their spouses).

**3. HOW TO ENTER:** You may enter this Contest in one (1) of two (2) ways described below. Limit one (1) Entry per person regardless of entry method.

**(a) SMS TEXT ENTRY:** You are automatically entered when you opt-in to receive ongoing promotional text messages from Shoppers Drug Mart during the Contest Entry Period. To opt-in, text the keyword **HOLIDAY** to the SMS shortcode 736898 (“**SMS Entry**”) and SOUHAITS to the SMS shortcode 73637 (“**SMS Entry**”). SMS Entrants will receive one (1) confirmation SMS text message on their mobile phone. All SMS entrants must have a mobile phone with two-way text messaging SMS service in order to enter the Contest. Standard carrier-messaging and data charges may apply to each text message sent and received. Text **STOP** to stop receiving promotional text messages from Shoppers Drug Mart including text messages about this Contest. Text **HELP** for help. Text messaging may not be available in all areas. **By entering via SMS Entry you grant the Administrator of this Contest your consent to call your mobile phone should you be selected a potential winner.**

**(b) EMAIL ENTRY:** You may enter by sending an email with your daytime phone number [SDMContest@sweepspros.com](mailto:SDMContest@sweepspros.com), with a subject title “Holiday Wish & Win entry” (“**Email Entry**”). Normal internet access and usage charges imposed by your online/carrier service may apply. Multiple individuals are not permitted to use the same email address. Any attempt by an entrant to use multiple email addresses to submit more than one (1) Email Entry will void all Entries connected to that entrant.

“Entry” shall mean and refer to each SMS Entry or Email Entry. Your Entry will be entered into a daily drawing for which it qualifies, please see chart below. There are five (5) daily drawings in this Contest. Non-winning eligible Entries received for a given daily drawing will be automatically be entered into subsequent daily drawings.

Daily Drawing #	Entry Period begins at 12am ET on:	Entry Period ends at 3pm ET on:	Daily Drawing to be conducted (after 3pm ET) on:
1	December 3, 2018	December 16, 2018	December 16, 2018
2	December 3, 2018	December 17, 2018	December 17, 2018
3	December 3, 2018	December 18, 2018	December 18, 2018
4	December 3, 2018	December 19, 2018	December 19, 2018
5	December 3, 2018	December 20, 2018	December 20, 2018

For purposes of these Official Rules, all times and days are Eastern Time. All Entries become property of Sponsor and will not be returned. If a dispute arises regarding who submitted an Entry, the Entry will be deemed to be submitted by the authorized account holder of the mobile/email address provided at time of Entry. Authorized account holder is defined as the natural person who is assigned to a mobile number by

a cellular carrier, or email address by an Internet access provider, online service provider, or other organization responsible for assigning mobile numbers/email addresses for the account associated with the submitted SMS/Email Entry.

**4. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”): All prize values are in Canadian dollars.** Twenty-one (21) prizes are available to be won.

Daily Drawing #	Prize Contest	Prize Level	Quantity	Prize ARV of each Prize
1	Beats Studio3 Wireless Headphones	Daily Prize	5	\$329.99
2	HP 15.6" Laptop	Daily Prize	5	\$899.99
3	Nintendo Switch	Daily Prize	5	\$379.99
4	Haier 4K 55" Chromecast Smart TV	Daily Prize	5	\$429.99
5	7-day Trip to Punta Cana, The Dominican Republic for winner and one (1) guest	Grand Prize	1	\$10,000.00

Total ARV of all prizes: \$20,199.80 CDN. Winning a prize is contingent on compliance with these Official Rules and, in particular, the prize claim conditions set out in section 6 below. Limit one (1) prize per person per household.

Grand Prize trip consists of: **[1]** round-trip coach air transportation to the Dominican Republic from a major commercial airport with regularly scheduled commercial flights near the winner's residence (“Airport of Origin”); **[2]** round-trip ground transportation between airport and hotel; **[3]** six (6) nights hotel accommodation (one standard room/double occupancy, including room tax). Winner or guest may be required to present a valid credit card to cover any potential personal costs at hotel at time of check in; and **[4]** a standard hotel package for meals, drinks, activities and entertainment during the stay. Winner and guest must follow all instructions and/or security procedures imposed during the trip including any other applicable local laws. The Sponsor or any personnel involved during the trip reserves the right in their sole discretion to suspend or cancel winner's and/or guest participation due to non-compliance with any security procedure or inappropriate behavior or misconduct. Guest must have reached the age of majority in the province or territory in which he/she lives at the time of travel and must complete and return a Liability and Publicity Release prior to travel. Winner and guest are solely responsible for obtaining the proper travel documentation (e.g., valid passport, Visa, etc.) prior to travel. All provincial, local and sales taxes as well as any other costs and expenses associated with prize acceptance not specifically mentioned herein are not included and are solely winner's responsibility, including but not limited to: round trip transportation between the winner's residence and Airport of Origin, baggage fees, gratuities, insurance, laundry service, merchandise, room service, service charges, souvenirs and telephone calls. The trip, which must be taken by no later than the end of December 2019 is subject to availability, certain restrictions and blackout dates apply. Airline carrier and hotel regulations and conditions apply. Winner and guest must travel on dates approved by Sponsor. Travel must be made through Sponsor's agent and they shall determine airline, flight itinerary and hotel in their sole discretion. Airline tickets issued are not eligible for frequent flyer miles, and no code share flights may be used. Once the travel schedule has been arranged, it cannot be altered and failure of winner and/or guest to follow such schedule shall not obligate Sponsor in any way to provide the winner with alternate arrangements. Contest Entities are not responsible for airline cancellations or delays. Actual value of the trip prize depends on location of winner, fares and prices at time of booking. If actual value of trip is lower than the stated ARV, the difference will not be awarded.

All winners acknowledge that neither the Sponsor nor Administrator (nor any other businesses concerned with this Contest), nor their agents, make, or are in any manner responsible for, any warranty or representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of any prize. All merchandise prizes shall be subject to the manufacturer's standard warranty, to the extent one is offered. Selection of prize item, size, color and model will be at the Sponsor's sole discretion. No substitution of prize is permitted. The prizes are non-transferable, non-refundable and non-assignable. Neither the Sponsor or Administrator shall be responsible for any delays or any act or omissions whatsoever by any persons providing any of the prize fulfillment services.

Prize images depicted in advertising and promotional materials may vary from the actual prize and any depiction of a prize is for illustrative purposes only and may not reflect actual prize won. Sponsor reserves

the right to substitute a prize or portion of a prize with a prize of comparable value. The trademarks associated with prizes are the property of their respective owners, who are NOT affiliated with this Contest in any fashion whatsoever, and no endorsement is suggested or implied.

The ARV of all prizes are subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded. Any difference between the stated ARV of any of the prizes and the actual value will not be awarded.

If through programming errors, or any other error, more prize notifications are sent than the intended number of prizes to be awarded as set forth in these Official Rules, no more than the actual number of prizes per these Official Rules will be awarded. Should such an event occur, winners will be determined in a separate random drawing from all eligible entries during the applicable daily drawing.

**5. PROCEDURES AND ODDS OF WINNING:** All daily random drawings will be conducted on dates stated in section 3 above. Potential winners will be selected from all eligible Entries received for an applicable daily drawing. Odds of winning a prize depend on the total number of eligible Entries received during the applicable daily drawing entry period.

**6. HOW TO CLAIM YOUR PRIZE:** All potential winners are subject to verification and participant's full compliance with these Official Rules before any prize will be awarded. On or about one (1) business day following the drawing date, the potential winners will be notified via telephone (at the mobile number he/she entered with) or email, as applicable, to obtain an email address and mailing address (if Entry was accomplished by mobile phone) as well as any additional required information or responses. All potential winners will be required to answer correctly a time limited mathematical skill testing question without assistance of any kind whether mechanical or otherwise in order to be declared a winner and be eligible to receive a prize. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (a) a potential winner's failure to respond to the call or email notification within two (2) business days after transmission; (b) the return of an email notification as undeliverable or the mobile phone number is no longer in service; (c) the return of any other notification as undeliverable; (d) a potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency, if required; (e) a potential winner's failure to correctly answer the time limited mathematical skill testing question; (f) a potential winner's failure to provide Administrator with satisfactory proof that he/she is the authorized account holder of the mobile number or email address associated with the winning Entry, if required; (g) a potential winner's failure to provide any required additional information upon Administrator's request; (h) a potential winner's failure to execute and return any required forms within two (2) business days after transmission; and/or (i) any other non-compliance with these Official Rules. In the event of any prize forfeiture by a potential winner, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate potential winner who will be subject to disqualification in the same manner. It is your sole responsibility to notify the Administrator if you change your email address or mobile phone number. Prizes will only be delivered to verified winners.

**7. PRIVACY POLICY AND PERSONAL INFORMATION:** Personal information provided by you in connection with this Contest is subject to Sponsor's privacy policy located at <http://corporate.shoppersdrugmart.ca/en-ca/privacy-policy.aspx>. If you are confirmed as a winner, your first name and last initial may also be included in a publicly available Winners list. Participation in the Contest constitutes consent to the transfer of personal information to the United States for purposes of administration of the Contest and for such other purposes as you may consent. To the full extent permitted by law, each winner, by acceptance of a prize, grants to Sponsor, the other Contest Entities, and each of their respective designees the absolute right and license to use, publish, post, and/or display his/her name, address (city and province of residence), photograph, video, voice, likeness, and/or other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Contest Entities' sole discretion) in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law. Winners may be required to sign a document to this effect.

You may have the opportunity to consent to receive emails, text messages or other electronic communications from Sponsor about its products, services and promotions. Your choice whether or not to receive such communications will not affect your chances of winning. You may opt out at any time.

The personal information provided by you will be maintained on servers in the United States for purposes of administration of the Contest and for such other purposes as you may consent, and will therefore also be subject to the laws of the United States.

**8. RELEASES:** By participating in this Contest, you agree to release, indemnify, and hold harmless the Contest Entities from any and all liability, loss, or damage incurred with respect to participating in the Contest or the awarding, receipt, possession, and/or use or misuse of a Prize. Without limiting the generality of the foregoing, neither the Contest Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for: (a) entries from persons who are ineligible according to these Official Rules; (b) entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, garbled, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Official Rules; (c) lost, interrupted or unavailable networks, servers, satellites, websites, or other connection, availability, or accessibility problems arising in connection with or over the course of the Contest; (d) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other errors in connection with the administration of the Contest, the processing of entries, or the offering or announcement of the Prizes or in any Prize notification documents; (e) any other errors of any kind relating to or in connection with the Contest, whether human, mechanical, clerical, electronic, or technical in nature; (f) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Contest; or (g) damage to a user's system occasioned by participation in this Contest or downloading any information necessary to participate in this Contest; even if caused by the negligence of any of the Releasees.

**9. LIMITATIONS/RIGHT TO TERMINATE OR AMEND:** Entrants who have not complied with these Official Rules are subject to disqualification and their Entries will be void. Sponsor reserves the right to disqualify any entrant's registration in the Contest if Sponsor determines or suspects that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other fraudulent, deceptive, or unfair playing practices. Sponsor reserves the right to cancel, modify, amend or suspend the Contest at any time if fraud, technical failures, or any other errors or other causes corrupt the administration, security, integrity, or proper play of the Contest. In the event of cancellation, Sponsor reserves the right to select the winners from among all eligible Entries received up to the time of such cancellation, in a manner determined by Sponsor to be fair, appropriate, and consistent with these Official Rules. Without limiting the generality of the foregoing, the Sponsor 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. The Contest Entities do not warrant that access to the Email Entry will be uninterrupted.

**10. GENERAL:** Void in Quebec and wherever else prohibited. Subject to all applicable provincial, territorial, local and municipal laws and regulations. The Contest Entities' failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in Contest-related materials, these Official Rules shall prevail. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. **ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW.**

**11. OFFICIAL RULES & WINNERS' LIST:** For the first name and last initial of each winner (available after February 28, 2019 and before March 29, 2019) and/or Official Rules (by December 20, 2018), send your request to: Shoppers Drug Mart Holiday Wish & Win, Winners/Official Rules, c/o Ventura Associates, 494 Eighth Avenue, Ref: WG, Suite 1700, New York, NY 10001. A copy of the Official Rules may also be obtained by printing this web page.