

## Loblaw x Marvel 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 Loblaw x Marvel Contest (the “Contest” or “contest”) is brought to you by Loblaw Companies Inc. (the “Sponsor”). The prize supplier is L Founders (the “Prize Supplier”).

**2) CONTEST PERIOD:**

This Contest begins at 8:00 a.m. Eastern Time (“ET”) on August 1, 2024 and ends at 11:59 p.m. ET on September 12, 2024 (the “Contest Period”).

**3) ELIGIBILITY:** The Contest is open only to residents of Canada who are the legal age of majority or older in their province/territory of residence at the time of entry.

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

**4) HOW TO ENTER: NO PURCHASE NECESSARY.** To enter, visit [loblawuniverse.ca](http://loblawuniverse.ca) and follow the on-screen instructions to complete the online entry form by providing entry details including, but not limited to your name and email address.

Once your details have been entered in their entirety, click “Enter Contest” to submit the online entry form and you will then be entered into the contest.

To be eligible, an entry must be submitted and received in accordance with these Rules during the Contest Period (the “Entry”). Once your Entry is complete, you will receive one (1) Entry into the Contest.

**5) ADDITIONAL ENTRY RULES:** All Entries must be received during the Contest Period and are subject to verification at any time and for any reason. The Sponsor reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) for any reason the Sponsor deems 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.

Participation in the Contest constitutes each entrant’s full and unconditional acceptance and agreement of these Rules and the decisions of the Sponsor, and its contest administrators and judges, which are final and binding in all matters related to the Contest.

The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor. 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 and will not be accepted in lieu of its verification process. Any entry that occurs

after a system failure is deemed a defective entry and is void and will not be honoured. All entries become the property of the Contest Sponsor and will not be returned.

If it is discovered by the Sponsor (using any evidence or other information made available to the Sponsor) 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 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 they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. 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 Entry. A selected entrant may be required to provide proof that they are the authorized account holder associated with the selected Entry. An Entry may be rejected if (in the sole and absolute discretion of the Sponsor) it is not fully completed with all required information and submitted and received in accordance with these Rules.

The Sponsor, 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 reserves 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; b) enters the contest by any means contrary to these Rules or which would be tampering with the entry process or the operation of the contest, unfair to other entrants or where contest entries are generated by any mechanical or automated means including, without limitation, robotic or form-filling software; and/or c) acts in a fraudulent, 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.

**6) PRIZES/APPROXIMATE RETAIL VALUES (ARVs):** There is one (1) Prize (the "**Prize**" or "**prize**") available to be won in relation to this Contest, consisting of the following:

- 4 passes to the World Premiere of Marvel Studios' Captain America: Brave New World
- travel; and
- accommodations

The total approximate retail value of the Prize is \$10,000 CDN, based on a departure from [INSERT CDN city, province] example. The exact value will vary depending on Prize details, including departure, fluctuations of hotel rates and airfares, and fluctuations in currency exchange rates (if applicable). Winner has no entitlement in respect of the amount of the approximate retail value of a Prize to the extent that a particular Prize value is less than the amount shown.

**The Prize is subject to certain restrictions:**

- Winner and their travel companion(s) must be a minimum of [xx] years of age to participate in the Prize;

- Prize must be booked a minimum of [INSERT NUMBER] of [CHOOSE: days OR weeks] prior to the required departure date and travel must be completed between [INSERT DATE, 202X] and [INSERT DATE, 202X]. No extensions will be granted.
- Winner and their travel companion(s) must be able to attend on dates indicated above to be eligible. No compensation will be provided for failure by the Winner to claim or use any portion of the Prize within any expiry periods applicable thereto nor if the Winner fails to accept the Prize as awarded. In case of cancellation for any given reason, the Prize will be forfeited. Other restrictions may apply.
- Winner and their travel companion(s) must travel on the same itinerary. All bookings are subject to existing availability and are subject to change at the sole discretion of the Sponsor and/or the Prize Provider. Once made, trip reservations (travel dates and passenger names) cannot be modified by winner and/or their travel companion(s).
- The winner and/or their travel companion(s) will be responsible for all costs and expenses not specifically stated above as included in the Prize including, but not limited to, connecting flights, airport parking fees, airport improvement fees or similar charges, ground transportation (other than what has been outlined in the Prize description), travel and health insurance, personal expenses, incidental expenses, medical expenses, meals and beverages (including alcoholic beverages), sightseeing tours and other in-destination activities, travel related fees/surcharges, airport baggage fees, costs associated with obtaining travel documents (including, but not limited to passports and visas), costs associated with obtaining necessary vaccinations, Covid testing (if applicable), seat selection fees, room upgrades, tips and gratuities, in-room movies, gift shop purchases/souvenirs, hotel room service, laundry service, spa treatments, nursery charges, phone calls, federal, provincial and/or local taxes and all other expenses and travel requirements not specifically described above as being included in the Prize.
- The winner and/or their travel companion(s) may be required by the airline or hotel to provide an accepted and valid credit card to cover incidental charges (including, but not limited to telephone charges, special purchases, etc.).
- It is recommended that the winner and/or their travel companion(s) purchase travel and/or medical insurance at the time of booking as a measure of added protection.
- If applicable, any damaged, lost or stolen theme park tickets, gift cards or travel vouchers will not be replaced.
- The winner and their travel companion(s) are solely responsible for all travel documents and/or identification that may be required (visa, passports, etc.) which must be obtained prior to and valid for the duration of the trip. Failure to obtain necessary travel documentation will result in forfeiture of the Prize. Winner and their travel companion(s) must comply with all applicable laws, including, but not limited to, all local laws while in destination country. The Released Parties assume no responsibility should winner and/or their travel companion(s) be refused entry into destination city or re-entry into their province or territory of residence for whatever reason. Released Parties are also not responsible in the event that winner and/or their travel companion(s) are denied the ability to fly out of or into any particular airport, whether due to airport restrictions, government restrictions or otherwise. Further, Released Parties are not liable for any costs incurred associated with flight changes, additional hotel costs, meals or any other additional costs incurred in the event that winner and/or their travel companion(s) are unable to return to their departure airport as a result of any travel restrictions.
- The Released Parties assume no responsibility of any nature whatsoever for any trip alterations, delays, postponements, suspensions, rescheduling or cancellations, for any reason, of the Prize or any portion of the Prize, for any reasons whatsoever including, but not limited to weather

conditions, equipment breakdown or failure, of any flight(s), event(s), exhibit(s), attraction(s) or accommodation(s) being arranged in conjunction with the Prize, winners and their travel companion(s) will not be compensated in the event of such delay, cancellation or other event described herein, and by accepting the Prize, each winner and their travel companion(s) acknowledge and accept such risks. Flight elements of the Prize are governed by laws, regulations, international conventions, flight tariffs and conditions of carriage. Other restrictions may apply.

All elements of each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize (or a component thereof) with a prize of equal or greater retail value, including, without limitation and at Sponsor's sole and absolute discretion, a cash award.

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 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, including without limitation all applicable taxes, fees and surcharges, if any, in respect to their prize and/or the use or redemption thereof.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of a Prize or any elements 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. No compensation will be provided for failure by a confirmed winner to accept a Prize as awarded.

The approximate retail values as stated by the Sponsor 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 in point of sale, television and print advertising, promotion materials, and/or in these Rules, the price difference will not be awarded and the confirmed prize winner will not be entitled to any compensation for the price difference including, without limitation, a cheque or cash. Prizes will be delivered to winners within 4 to 6 weeks of winner verification.

If due to printing, production, technical, seeding, online, internet, computer, programming, or any other reason or 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 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.

**7) ODDS OF WINNING:** The chances of being selected as a potential winner of a Prize depends on the total number of eligible entries received during the Contest Period.

**8) WINNER SELECTION:** On October 8, 2024 in Brampton, Ontario at approximately 10 a.m. ET, a random draw will be held for the Prize from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period.

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each potential winner (using the information available to the Sponsor) within ten (10) business days of selection as a potential winner. If a potential winner cannot be contacted within ten (10) business days of the Sponsor'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 they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential 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 potential winner). No communication or correspondence will be exchanged with entrants except for those selected for a prize.

In order to be declared a confirmed prize winner, each selected Potential Winner will be required to: (a) correctly answer a time-limited mathematical skill-testing question without assistance or mechanical or electronic aid (which may be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and, where applicable, (b) sign (or where the potential winner is under the age of majority in their province/territory of residence (a "Minor"), a parent or legal guardian of the potential winner will be required to sign) and return, in form satisfactory to Sponsor, the Sponsor'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, their 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 their 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 in any manner or medium whatsoever, including print, broadcast or the internet.

If a potential winner: (a) fails to correctly answer the skill-testing question; (b) fails to properly execute and return any required Contest documents within the specified time (or where the potential winner is a Minor, a parent or legal guardian fails to properly execute and return any required Contest documents within the specified time); (c) cannot accept (or is unwilling to accept) the Prize, as awarded, for any reason; (d) if phone, email or other communication between a Potential Winner and Sponsor or Contest Administrator is not responded to or is returned as undeliverable; and/or (e) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then they will be disqualified and will forfeit all rights to the applicable Prize, and the Sponsor reserves the right, at its sole and absolute discretion and time permitting, to select an alternate potential winner in accordance with the applicable procedures as outlined in these Rules (in which case, the foregoing provisions of this section will apply to such newly selected eligible winner). If a Prize is not claimed within seven (7) calendar days before the event date, as defined in Rule 6 above, that Prize will not be awarded.

#### **9) INDEMNIFICATION & LIMITATION OF LIABILITY:**

Each entrant releases and holds harmless the Released Parties from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person or property, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, participation in the Contest, any breach of the Rules, the Prize won and/or in any Prize-related activity. The entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest. By accepting a prize, each winner agrees 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 are not liable for (i) any failure of any website, mobile application, 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, cellular phone, computer on-line systems, servers, access providers, computer equipment or software, hardware, interruption, deletion, defect, delay in operation or transmission, failure, traffic congestion or malfunction unavailable network connections or garbled or deleted computer network transmissions 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; (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 or failed, incomplete, garbled, unintelligible/illegible, falsified, damaged, misdirected, late or lost entries or inaccurate capture of entry or swipe of *PC Optimum* card, or earn of points information, even if it limits the ability to participate in the Contest; (iv) 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, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to, or alteration of, entries; v) any injury or damage to an entrant's or any other person's computer, cellular phone, or other device related to or resulting from, directly or indirectly, in whole or in part, from downloading, accessing or transmitting any material from any website in connection with participating in the Contest, regardless of whether the material was prepared by the Sponsor or a third party or is connected to any website by hyperlink; (vi) 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 the 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 of the Contest website; (vii) anyone being incorrectly and/or mistakenly identified as a winner or potential winner; and/or (viii) any combination of the above.

**10) 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.

**11) LANGUAGE DISCREPANCY:** In the event of any discrepancy or inconsistency between English language version and the French language version of these Contest Rules, and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, point of sale, television, print or online advertising, then the terms and conditions of the English version of the Official Rules will prevail, govern and control.

**12) TERMINATION:** The Sponsor reserves the right in its sole discretion to withdraw, cancel, terminate, amend and/or suspend this Contest (or to modify these Rules in any way), in whole or in part, at any time without prior notice or obligation in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any accident, printing, administrative, problem or any other error of any kind for any other reason whatsoever, including without limitation tampering, unauthorized intervention, fraud or failure of any kind whatsoever or any epidemic, pandemic, or any governmental or health authority orders. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) 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. Without limiting the generality of the forgoing, 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.

**13) PRIVACY/USE OF PERSONAL INFORMATION:** The Sponsor respects your right to privacy. By participating in the Contest, you: (i) expressly consent and grant to the Sponsor and, where applicable, the Contest Administrator, the right to store, share and use your name, mailing address, telephone number, and e-mail address, alias or platform handle (as applicable) (“**Personal Information**”) submitted with your entry for the purposes of administering this Contest in accordance with these Rules and the Sponsor’s Privacy Policy; (ii) 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) above; and (iii) consent and grant to the Sponsor the right to use each confirmed winner’s name, city of residence, comments, likeness, photograph, voice and statements, images, representations, pictures or likeness (“**Images**”) for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, in perpetuity without providing any compensation for its use or receiving further permission, unless prohibited by law. 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://www.loblaw.ca/en/privacy-policy>. This section does not limit any other consent(s) that an entrant may provide the Sponsor or others in relation to the collection, use and/or disclosure of their Personal Information.

**14) WINNER’S LIST:** The names of the winners may be provided; send [a self-addressed, stamped envelope OR an email request] to [address & attention OR email address] by [date of deadline].

**15) GOVERNING 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 will 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. In the event that any provision of these Rules is determined to be invalid or unenforceable, such provision shall be severed, and the remaining provisions of these Rules will be unaffected and will remain in full force and effect to the fullest extent permitted by the law. The Sponsor’s failure to enforce any term of these Rules do not constitute a waiver of that provision.