

**PENN.Penningtons Win a Gift Card Contest for New Subscribers  
(November-December 2023)**

1. NO PURCHASE IS NECESSARY TO ENTER THIS CONTEST (the “**Contest**”). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
2. All monetary amounts herein are calculated in Canadian dollars.
3. The Contest is open only to individuals who are legal or permanent residents of Canada, who are at least eighteen (18) years of age and have reached the age of majority in their province or territory of residence at the time of entry, except the directors, officers, agents and employees of Reitmans (Canada) Limited and all of its affiliated and associated entities and divisions (collectively, “**Reitmans**”), their respective advertising and promotional agencies and all members of their respective immediate families living in the same household and any other persons with whom they are domiciled. For greater certainty, it is understood that entrants who are minors in their jurisdiction of residence are not eligible to enter the Contest.
4. By entering the Contest, each entrant accepts the terms and conditions of these Contest rules and regulations (the “**Rules**”) and agrees to be bound by them. The Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The Contest is void where prohibited or restricted by law.
5. The Contest offer will be open online on the PENN.Penningtons website ([www.penningtons.com](http://www.penningtons.com)), the whole as more fully set forth in Section 6, from **Tuesday, November 28<sup>th</sup>, 2023 at 0:00 a.m. (Eastern time) until Thursday, December 21<sup>st</sup>, 2023 at 11:59 p.m. (Eastern time)** (the “**Entry Deadline**”).
6. The Contest is open to new subscribers to PENN.Penningtons. In order to enter for a chance to win **the one (1) Prize** (defined in Section 10, below), each entrant must, by the Entry Deadline:
  1. Click on the PENN.Penningtons website link: [www.penningtons.com](http://www.penningtons.com); and
  2. Sign up to receive emails from PENN.Penningtons.
7. Reitmans reserves the right to disqualify any entrant whose entry contains, whether in whole or in part, obscene, defamatory, libelous, threatening, pornographic, profane, lewd, violent, illegal, fraudulent, graphic or vulgar content, slander, nudity, violates any other party’s proprietary rights, promotes hatred, otherwise gives rise to a criminal offence or civil liability on the part of any person or entity, or that is otherwise unlawful or in contravention of applicable laws and regulations or of the terms and conditions of Instagram or Facebook or is otherwise deemed by Reitmans, in its sole and absolute discretion, to be offensive or inappropriate or inconsistent with the spirit or theme of the Contest or with the Reitmans brand.
8. All eligible entries for the Contest must be received by Reitmans by the Entry Deadline and must comply with the terms hereof. All entries become the property of Reitmans. Any entries by third parties, or generated by a script, macro or by any other automated means whatsoever (including, without limitation, any electronic, robotic or computer automated or automatic contest entry program, tool, service, script, bot, macro, system or software, whether commercially developed or otherwise), or that contain typographical errors, are altered, tampered with, incomplete, inaccurate, irregular in any way, or otherwise not in compliance with the Rules, will be considered null and void and will cause the disqualification of such entrant from the Contest. Repeated violations of the foregoing may render such entrant

ineligible for future contests or promotions offered by Reitmans. Odds of winning the Prize will vary depending on the number of eligible entries received by the Entry Deadline.

9. For greater certainty, it is understood that any attempt by an entrant to use multiple email accounts, identities, registrations or any other methods with the goal of increasing the entrant's chances of winning the Prize will be considered null and void and will cause the disqualification of such entrant from the Contest. Repeated violations of the foregoing may render such entrant ineligible for future contests or promotions offered by Reitmans.
10. There will be **one (1) Prize Winner** (the "**Prize Winner**") who will receive a **PENN.Penningtons electronic gift certificate** having a value of one hundred dollars (**\$100.00**) which may be used by the Prize Winner in **PENN.Penningtons** stores or online (the "**Prize**").
11. The total retail value of the Prize awarded in the Contest is one hundred dollars (**\$100.00**).
12. For purposes of awarding the Prize, one (1) random draw will take place at Reitmans headquarters in Montreal, Quebec, or remotely, on **Friday, December 22<sup>nd</sup>, 2023 at approximately 10:00 a.m.** (Eastern time) (the "**Draw Date**"), in order to select the Prize Winner from among all of the eligible Internet entries received by the Entry Deadline.
13. For the purposes of claiming the Prize, the Prize Winner will be contacted **by email** (the "**Claim Message**") on the Draw Date (**Friday, December 22<sup>nd</sup>, 2023**). In order to receive their Prize, the Prize Winner will have seven (7) days from the time of the Claim Message (the "**Claim Time**") to submit to Reitmans their telephone number, mailing address and any other contact information that Reitmans may require. If the Prize Winner cannot be reached by the Claim Time for any reason whatsoever, the Prize Winner will be disqualified and deemed to have forfeited their Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances, Reitmans may decide, in its sole and absolute discretion, to select an alternate Prize Winner by a random draw conducted by Reitmans until such time as contact is made by email with such newly selected Prize Winner. Reitmans will not be responsible for failed attempts to contact the Prize Winner for any reason whatsoever, including, without limitation if any e-mail communication is unsuccessful, not returned or returned as undeliverable. If the Prize cannot be awarded to the Prize Winner due to actions or circumstances beyond the control of Reitmans, Reitmans may decide, in its sole and absolute discretion, to award a substitute prize (or substitute prizes) of equal or greater retail value.
14. Reitmans reserves the right to verify eligibility qualifications of any entrant or Prize Winner. In addition to the eligibility qualifications set forth in Section 3, the Prize Winner must comply with the Rules and correctly answer a time-limited, mathematical skill-testing question (without the assistance of another person or mechanical device) (the "**Skill-Testing Question**") included as part of the Release (defined below) and/or administered by a representative of Reitmans during a pre-arranged, mutually convenient telephone call and/or as otherwise may be provided by Reitmans. In addition to the foregoing and in order to be eligible to receive the Prize awarded hereunder, the Prize Winner may be required to execute a full release and affidavit of eligibility using a form to be provided by Reitmans which, *inter alia*, relieves Reitmans from any and all liability for injury associated with the Prize or any component thereof awarded to the Prize Winner, as well as satisfy any and all laws and regulations and other criteria required by the Prize Winner's province or territory of residence (the "**Release**"). Should the Prize Winner not comply with the Rules, decline their Prize for any reason whatsoever, not claim their Prize by the Claim Time, incorrectly answer the Skill-Testing Question, not execute any required Release, or otherwise fail to satisfy any requirement or eligibility qualification contained herein, such Prize Winner will be disqualified and deemed to have forfeited their Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and

in such circumstances, Reitmans will have no further obligation to the Prize Winner in question and may decide, in its sole and absolute discretion, to select a new Prize Winner as set forth in Section 13 and the terms and conditions of Section 13, Section 14 and Section 15 herein will apply *mutatis mutandis* to such newly selected Prize Winner.

15. The Prize Winner will be entitled to be awarded their Prize on the date on which the eligibility qualifications of the Prize Winner have been satisfied in accordance with Section 14 herein (the “**Award Date**”). The Prize will be sent to the Prize Winner at the email address provided by the Prize Winner within five (5) business days following the Claim Time (the “**Delivery Date**”). Reitmans reserves the right to modify, in its sole and absolute discretion, the method of delivery of the Prize described in this Section 15 in the event that it is not possible due to any cause beyond the control of Reitmans. The Prize Winner’s name and/or photograph may appear on [www.penningtons.com](http://www.penningtons.com) (the “**Website**”), Penningtons’ Instagram or Facebook Page and/or any other Reitmans online social networking and media marketing web pages for no less than thirty (30) days following the Award Date.
16. No cash, product substitution or prize equivalent will be permitted. The Prize cannot be combined or used in conjunction with any other contest or offer. The Prize must be accepted as is, and cannot be redeemed for cash, prepaid cards, or gift cards of any kind, in whole or in part. No component of the Prize may be returned after pick-up or delivery, as applicable. No rain checks will be provided. No refund or compensation of any costs or expenses incurred by the Prize Winner will be made. Choices of styles, sizes, colors and types of products and merchandise which may be purchased with a gift card is subject to availability.
17. **No more than one Prize will be awarded in connection with the Contest.** If, by reason of a typographical or other error, more Prizes are claimed than the number set forth in the Rules, all individuals making purportedly valid claims will be included in a random draw to award the advertised number of Prizes available.
18. By entering the Contest, all entrants (A) irrevocably grant to Reitmans the right (i) to include their name and information (including e-mail address) on any of Reitmans’ mailing/e-mail lists and for any live person to person and Automatic Dialing-Announcing Device calls, in each case for all purposes required in connection with the Contest and, to the extent permitted by and in accordance with applicable law, for promotional purposes relating to Reitmans, and (ii) to use their name in any publicity carried out by Reitmans, and (B) agree to grant to Reitmans a non-exclusive irrevocable license and right to incorporate, use and reproduce, in whole or in part, their photograph, voice, name, actual or simulated likeness, biographical information, city or original hometown and province or territory of residence, without additional compensation or consideration of any kind, for the purposes set out herein in connection with the Contest as well as in and in connection with, the advertising, exhibiting, marketing, promotion and exploitation of its business in any manner, in all media throughout the world whether now known or hereinafter devised, including without limitation, the Website, the Instagram or Facebook Page, and/or any other Reitmans online social networking and media marketing web pages, and all forms of print, radio, television, home-video, CD ROM, DVD, and other interactive “electronic” media, in perpetuity. Those individuals who do not wish that their personal information be used for such purposes are required to so indicate in writing to Reitmans at the following address: 250 Sauvé Street West, Montréal, Québec, H3L 1Z2; ATTENTION: Reitmans Customer Service. For further information regarding the use of an entrant’s personal information by Reitmans, please refer to the Privacy Policy on the Website.
19. All expenses related or incidental to the receipt and use of the Prize, including any and all surcharges, fees, taxes (federal, provincial or local), and any travel or transportation costs (whether ground, air or otherwise) will be the sole responsibility of the Prize Winner. Without

limiting the generality of the foregoing, all fees, costs and expenses of any kind whatsoever not specifically stated herein to be the responsibility of Reitmans, will be the sole responsibility of the Prize Winner and no refund or compensation of any such fees, costs and expenses incurred by the Prize Winner will be made. The Prize and every component thereof is non-transferable, non-refundable and may not be reissued or revalidated in whole or in part.

20. Reitmans will not be responsible for lost, stolen, mutilated, late, misdirected or ineligible entries that may occur in the administration of the Contest. Reitmans will not be responsible under any conditions whatsoever for any problems or technical malfunctions relating to the Contest, for any printing or typographical errors or problems in connection with any Contest-related materials, or for any computer, online, human or technical malfunctions that may occur in the administration of the Contest, including problems with the Instagram or Facebook Page, any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Reitmans on account of technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer relating to or resulting from participation in the Contest or downloading any Contest-related materials.
21. Subject to a contrary ruling by the Régie (defined below), if for any reason the Contest is not capable of running as planned due to (i) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, technical malfunctions or any other causes corrupting or affecting the administration, security, fairness, integrity or proper conduct of the Contest whether in connection with the Instagram or Facebook Page or otherwise, (ii) insufficient entries, or (iii) due to any other cause beyond the control of Reitmans, Reitmans reserves the right, in its sole and absolute discretion, to disqualify an individual and/or cancel, terminate, modify or suspend the Contest in whole or in part and/or modify the Rules. Without limiting the generality of the foregoing, Reitmans reserves the right to prohibit an entrant from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. **CAUTION: ANY ATTEMPT BY ANYONE TO DAMAGE OR DISRUPT THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST WILL BE CONSIDERED A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, REITMANS RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.**
22. All entrants assume all liability for injuries caused or claimed to be caused by participation in the Contest, or the use or misuse of the Prize granted herein, including any and all losses, damages, rights, claims, costs, actions and causes of action with respect to the Prize (including without limitation, in connection with travel, if applicable). Without limiting the generality of the foregoing, by entering the Contest, entrants release and forever discharge Reitmans and its parent companies, affiliates, subsidiaries, agents, advisors, employees, officers, directors, shareholders, representatives, licensees, franchisees, advertising and promotional agencies, successors and assigns from any and all losses, damages, rights, claims, costs, actions and causes of action of any kind whatsoever arising in connection with the Contest or resulting from the acceptance, possession, or use or misuse of the Prize or any component thereof granted herein or any other prize that may be awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage as well as claims based on publicity rights, defamation, or invasion of privacy.
23. It is each entrant's sole responsibility to notify Reitmans in writing at the address indicated above if they change their telephone number, e-mail or mailing address or any other contact

information. All corrections to the contact information of an entrant must be received by Reitmans by the Entry Deadline.

24. To the extent permitted by applicable law, if any of the terms of the Rules are or become invalid, are ruled illegal by the Régie or any court of competent jurisdiction or are deemed unenforceable under the then current applicable laws, it is the intention of the parties hereto that the remainder of the Rules will not be affected thereby and will remain in full force and effect.
25. For Québec entrants, any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* (the “**Régie**”) for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
26. The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Each entrant is providing their information to Reitmans and not to Instagram or Facebook. By participating in this Contest, each entrant agrees to release and forever discharge Instagram and Facebook from any and all claims, demands, actions, damages, liabilities, costs, losses and expenses arising out of, or in connection with, the Contest.
27. For an additional set of the Rules and/or the Prize Winner’s name, visit the Website or send a written request by self-addressed, stamped envelope (ensure that sufficient postage is included) to: Reitmans (Canada) Limited, 250 Sauvé Street West, Montréal, Québec H3L 1Z2; ATTENTION: Reitmans Customer Service.