

## Pharmasave Cold and Flu Season Survival Kit Offer Giveaway Official Rules and Regulations

THIS SWEEPSTAKES IS INTENDED FOR RESIDENTS OF ONTARIO, CANADA ONLY AND SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA, CANADA. Please read these Official Sweepstakes Rules (the "Sweepstakes Rules") before entering for a chance to win. By entering the Sweepstakes, you agree to be bound by these Sweepstakes Rules. No purchase or payment of any kind is necessary to enter to win. A purchase will not increase your chances of winning. Must be 19 years of age or older and a resident of Canada. This Sweepstakes is sponsored by Pharmasave Drugs (National) Ltd. "Pharmasave," (the "Sponsor"), having a business address of 8411 - 200th Street, Suite 201 Langley, B.C., Canada, V2Y 0E7.

### **SWEEPSTAKES RULES**

#### **1. HOW TO ENTER**

The Sweepstakes begins on September 1, 2017 at 12:01 p.m. Pacific Standard Time ("PST") and ends on October 31, 2017 at 11:59 p.m. PST (the "Sweepstakes Period"). The Sponsor's computer is the official timekeeping device for online entries for this Sweepstakes. Throughout this Sweepstakes, the Sponsor invites people to enter via the entry form on the sweepstakes website for a chance to win 1 grand prize of \$1,000 cash.

Each entry form must be completed in full (the "Entry") and must be received before the expiry of the Sweepstakes Period. There is a limit of a total of one (1) Entry per person. Once submitted, each Entry becomes the sole and exclusive property of the Sponsor and shall not be acknowledged nor will they be returned. In the course of filling out an entry form, each Entry must include all information requested on the online form. Please carefully read the Entry instructions below:

**Online Entry Form:** Complete the Entry form with your name, email address, postal code and preferred Pharmasave location. The online Entry forms can be found on the Sponsor's Sweepstakes page, [www.pharmasavesurvey.com](http://www.pharmasavesurvey.com). In the event that an Entry is deemed inappropriate by the Sponsor, that Entry shall be deemed ineligible. The Sponsor is not responsible for, and shall not accept, any Entry that is lost, late, illegible, incomplete, or electronically misdirected or undelivered.

#### **2. NO PURCHASE NECESSARY**

#### **3. LIMIT**

Each person is permitted to enter a maximum of one (1) regular Entry during the Sweepstakes Period. When a person enters the sweepstakes they can choose to share with "friends/fans" through the social media icons on the sweepstakes page, and will receive 5 (five) additional entries for each of those "friends/fans" that enters the sweepstakes. All entries must be received no later than October 31, 2017 at 11:59 p.m. PST. The sole determinant of time for the purposes of receipt of a valid Entry shall be the computer servers of the Sponsor. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.

#### **4. ONLINE PLAY**

Any Entry that is late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular, mechanically reproduced, submitted using robotic, automated, programmed, or illicit means, contains false information, included in a bulk-drop off (e.g. multiple Entries submitted by the same entrant) or does not conform with or satisfy any or all of the conditions these Sweepstakes Rules as determined by Sponsor, in its sole and absolute discretion, may be judged void. The Sponsor shall not be responsible for any problems or technical malfunctions of any telephone, cable, or wireless networks or lines, computer online systems or servers, computer hardware or software problems or traffic congestion on the internet or at any website and assumes no liability for damage to any person's computer resulting from participating in the Sweepstakes. In the event of a dispute as to the identity of a winner based on an email address, the winning Entry shall be deemed to have been made by

the Authorized Account Holder of the email address at the time and date of submission of the Entry. In these Sweepstakes Rules, "Authorized Account Holder" means the natural person who is assigned an email address by an internet service provider or other organization responsible for assigning email addresses for the domain name associated with the email address in question.

## **5. RANDOM DRAW AND WINNER CONFIRMATION**

A random draw will be held on or about November 14, 2017, at the business address of the Sponsor at 8411 - 200th Street, Suite 201 Langley, B.C., Canada, V2Y 0E7 from all eligible Entries received during the Sweepstakes Period. One \$1000 Grand Prize winner will be randomly drawn. Odds of winning depend on the total number of eligible Entries received during the Sweepstakes Period.

The winner will be notified by email within five (5) business days of the draw. To be confirmed the winner, selected entrant must respond to the email notification and must correctly answer a time-limited, skill-testing mathematical question, and complete, execute and return a Full Release of Liability, Consent to Publicity & Indemnity Form ("Form") within twenty-eight (28) business days of the notification email being sent (see section 9 below). The Canadian residents, who are selected, will be required to visit their preferred Pharmasave location to collect their prize. Proof of identification and residency must be provided upon request. If any selected entrant cannot be contacted and confirmed the winner as above, at Sponsor's sole and absolute discretion, his/her entitlement to receive a prize may be forfeited, and prize may be awarded to an alternate eligible entrant. If Pharmasave does not receive a reply within 28 days, the prize will be forfeited.

## **6. PRIZE(S)**

One Winner will receive the GRAND PRIZE (the "Grand Prize"). The grand prize is as follows: \$1000 in the form of a cheque made out to the winner's name.

The Prize must be accepted as awarded, without substitution, transfer, exchange or assignment. The prize awarded will be in Canadian currency. The Prize is non-refundable, not convertible to cash. Sponsor may substitute a prize of equal or greater value (based on the approximate retail value of the prize as stated in these Sweepstakes Rules), including without limitation, a cash award, if the Prize or Prize component cannot be awarded as described for any reason. Prize winner is solely responsible for all costs not expressly described herein. The prize will be claimed at the Pharmasave location closest to the winner.

## **7. ELIGIBILITY**

The Sweepstakes are open to all legal residents of Ontario, Canada who are at least 19 years of age. By participating, entrant agrees to abide by these Sweepstakes Rules and the decisions of Sponsor, which are final and binding in all respects. By participating in the Sweepstakes, entrants agree they have all rights necessary to enter and participate in this Sweepstakes and grant to Sponsor the rights described in these Sweepstakes Rules.

You are not eligible if you are: (1) an employee of the Sponsor and its affiliates and subsidiaries, or any other party in any way involved in the development or administration of this Sweepstakes, including advertising and promotional agencies, public relations agencies, suppliers of materials or services or prizes related to the Sweepstakes, or a member of the immediate family (spouse, parents, siblings, and children, regardless of where they reside) or household member of any such employee. Groups, associations, and entities cannot participate.

## **8. CONDUCT**

By participating in the Sweepstakes, you acknowledge that you have read and understood these Sweepstakes Rules and agree to abide and be bound by them and all decisions of the Sponsor, which shall be final and binding, without right of appeal, in all matters relating to this Sweepstakes and the awarding of prizes.

Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entrant that it finds to be: (a) violating the Sweepstakes Rules; (b) tampering or attempting to tamper with the entry process or the

operation of the Sweepstakes; (c) acting in an unsportsmanlike or disruptive manner; or (d) attempting to undermine the legitimate operation of the Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR ADVERTISING ASSOCIATED WITH THIS SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE SWEEPSTAKES.

#### **9. RELEASE OF LIABILITY/CONSENT TO PUBLICITY**

By entering the Sweepstakes, you: (i) confirm compliance with the Sweepstakes Rules; (ii) consent to the use of your name, city, comments, photographs, sobriquet, and/or other likenesses and all other indicia of personality, for publicity, general news, entertainment, advertising and informational purposes by the Sponsor and its parent, affiliated subsidiary, and related companies, without further notice or compensation; and (iii) release the Sponsor, its affiliates (including, without limitation, any parent, sister and subsidiary companies), suppliers of materials or services related to the Sweepstakes and other parties in any way involved in the development or administration of this Sweepstakes (including advertising and promotional agencies, public relations agencies), and all of their respective employees, directors, officers, shareholders, agents, partners, licensees, successors, and assigns (collectively, the "Releasees") from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims, liabilities, demand or damages (including legal fees and expenses), of any nature or kind, arising out of, or in connection with your participation or attempted participation in the Sweepstakes and the awarding or use of a prize, including as set out below in section of these Sweepstakes Rules.

#### **10. LIMITATION OF LIABILITY**

The Releasees do not assume any responsibility and each entrant releases the Releasees of and from any and all claims, actions, damages, loss, injury, costs, demands, and liabilities of whatever nature or kind arising in connection with the Sweepstakes and/or the Prizes including without limitation, the administration of the Sweepstakes, the selection and confirmation of winners, and the awarding and use of the Prizes. Without limiting the generality of the forgoing, the Releasees are not responsible for (i) the incorrect or inaccurate capture of Entry information; (ii) late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled, or incomplete Entries or Entries that are altered or otherwise irregular, mechanically reproduced, submitted using robotic, automated, programmed, or through illicit means, included in a bulk-drop off, or contain false information, or do not conform with or satisfy any or all of the conditions of the Sweepstakes Rules, as determined by Sponsor, in its sole and absolute discretion; (iii) any failure of, errors, or problems with websites associated with the Sweepstakes, including any website feature, howsoever caused, (iv) traffic congestion on the Internet and any postal delays, strikes or failures, (v) injury or damage to an entrant's or any other person's computer related to or resulting from participating in the Sweepstakes; (vi) any website functionality lost due to not having "cookies" enabled; (vii) any errors, omissions, incorrect or inaccurate information in any Sweepstakes-related materials howsoever caused; (viii) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Pharmasave Drugs (National) Ltd and not to Facebook.

#### **11. GENERAL**

This Sweepstakes will be run in accordance with these Sweepstakes Rules, subject to amendment by Sponsor. The Sweepstakes Rules at [www.pharmasavesurvey.com](http://www.pharmasavesurvey.com) shall govern in the event of any inconsistency with other Sweepstakes-related materials. The Sponsor, in its sole and absolute discretion, reserves the right to modify or terminate the Sweepstakes and amend the Sweepstakes Rules at any time, without individual notice, and for any reason. In no event will more than the stated number of the Prizes be awarded.

All of the Entries become the property of Sponsor and none will be returned. No correspondence will be entered into except with selected entrants. This Sweepstakes is void where prohibited by law and is subject to all applicable laws and regulations. To the extent permitted by law, any dispute arising from this Sweepstakes shall be governed by and construed in accordance with the laws of the Province of British Columbia, without reference to its conflict of law principles, and the entrants consent to the personal jurisdiction of the courts located in Langley, British Columbia and agree that such courts have exclusive jurisdiction over all such disputes.

The Sponsor collects and uses entrants' personal information for the purpose of administering this Sweepstakes. The winners' names may be listed at the office of the Sponsor. Entrants will receive no marketing communications unless they consent to doing so. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans, and representations are owned by the Sponsor and/or its affiliates and/or the Prize suppliers. 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. For a list of winners please send a self-addressed stamped envelope to Pharmasave Drugs (National) Ltd. 8411 - 200th Street, Suite 201 Langley, B.C., Canada, V2Y 0E7 within 120 days after the end of the sweepstakes period.