

**Customer Experience Survey 2022-2023 Contest
Official Rules**

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Entries for the **Customer Experience Survey 2021-2022 Contest** (the “**Contest**”) will be accepted from October 1st, 2022 at 8:00 a.m. Eastern Time (“**ET**”) until September 30th, 2023 at 11:59 p.m. ET (the “**Contest Period**”). The Contest is run by Giant Tiger Stores Limited, 2480 Walkley Rd., Ottawa, ON K1G 6A9 (the “**Sponsor**”).

ELIGIBILITY

To enter and to be eligible to win, a person must be a legal resident of Canada at the time of entry, who is the age of majority (in the person’s province/territory of residence) or older at the time of entry and who is not an employee, representative, mandatary, and/or agent of Sponsor, its related companies, or its advertising or promotional agencies, prize suppliers, any other entity involved in the development, production, administration, or fulfillment of the Contest (each a “**Sponsor’s representative**”), or a member of any Sponsor’s representative’s immediate family (wherever they live) or a person who lives with any Sponsor’s representative’s immediate family (whether related to the Sponsor’s representative or not). In these Official Rules, “immediate family” includes parent, partner, spouse, sibling or child. The Contest is subject to all applicable federal, provincial/territorial and municipal laws and regulations. Participation constitutes a participant’s full and unconditional agreement to be legally bound by these Official Rules and the Sponsor’s (and its representatives’) decisions, which are final and binding in all matters related to the Contest.

2. HOW TO ENTER

There are two ways of entering the Contest: “Option 1. Completion of Survey” OR “Option 2. No Purchase Mail-In Entry”, as more fully described below.

Option 1. Completion of Survey

- a. Internet access and a valid email account are required.
- b. Eligible persons must, during the Contest Period complete all questions in either the online survey for in-store experience at: www.gianttiger.com/survey or the online survey for digital experience at: www.digitalsurvey.gianttiger.com (each the “**Survey**” and collectively the “**Surveys**”), include their first and last name and email address and submit the Survey.
- c. Each such entry will be included in the Draw (as later defined) for the applicable Monthly Entry Period (each a “**Monthly Entry Period**”, as outlined within the table

at Schedule “A” as attached to these Official Rules), during which the entry is received.

Option 2. No Purchase Mail-In Entry:

- a. Eligible persons may submit an entry, without completing the Survey, by sending by mail a hand-written, original (not mechanically produced) letter containing the following sentence: *“Please enter me in the Giant Tiger Customer Experience Survey 2022-2023 Contest for a chance to win one (1) \$500.00 Giant Tiger gift card”* and on which is hand-printed the eligible person’s first name, last name, telephone number or email address, and full address (no PO Boxes accepted), (“**Mail-In Entry**”). The Mail-In Entry must be mailed in an envelope with sufficient postage to:

Giant Tiger Stores Limited
Attention: Alex Cooper
re: Customer Experience Survey 2022-2023 Contest Mail-In Entry
2480 Walkley Road, Ottawa, ON K1G 6A9.

- b. Each Mail-In Entry will be included in the Draw (as later defined) for the applicable Monthly Entry Period in which the Mail-In Entry is received by the Sponsor.

Upon satisfactory completion and submission of the above requirements and compliance with these Official Rules, each participant is given one (1) entry into the Contest for the applicable Monthly Entry Period. Each such entry is only valid for the applicable Monthly Entry Period during which it is received and will not carry over into subsequent Monthly Entry Periods. **Limit of one (1) Contest entry per participant during each Monthly Entry Period.**

All Contest entries must be received before the end of the Contest Period. Proof of submission does not constitute proof of receipt by the Sponsor. Use of automated devices is prohibited; automated entries (including but not limited to entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification. Contest entries become the sole and exclusive property of the Sponsor and will not be returned or acknowledged.

3. CONTENT REQUIREMENTS

Contest entries must comply with the following requirements:

- a. Shall not contain any nudity, profanity, commercial solicitation or promotion, or any obscene, explicitly sexual, graphic, violent, abusive, inflammatory, or disrespectful content;
- b. Shall conform with all municipal, provincial/territorial and federal legislation; and

- c. Shall consist of original content created by the participant and shall not contain any element that may be protected by a third party's copyright or subject to any other of their intellectual property, proprietary or privacy rights.

4. CONTEST PRIZE

There are twelve (12) prizes available to be won during the Contest Period.

There is one (1) prize available to be won for each Monthly Entry Period within the Contest Period and as outlined within the table at Schedule "A" attached to these Official Rules. Each Monthly Entry Period prize consists of one (1) Giant Tiger gift card with the approximate retail value ("ARV") of Five Hundred Dollars (\$500.00) Canadian. The total ARV of all prizes is Six Thousand Dollars (\$6,000.00) Canadian.

Each prize will be awarded only to the Selected Participant (as defined below) that has been verified as winner, as described below. The prizes are subject to the Giant Tiger gift card terms and conditions. Each prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Sponsor reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if the prize, or any component of any prize, cannot be awarded for any reason.

5. AWARDING OF THE PRIZE

Within fifteen (15) days following the conclusion of each Monthly Entry Period during the Contest Period at 2480 Walkley Road, Ottawa, ON, K1G 6A9, one (1) random drawing (the "**Draw**") will be conducted by the Sponsor.

The Draw shall be from all eligible Contest entries received during the applicable Monthly Entry Period for the purposes of selecting one (1) potential prize winner of a Five Hundred Dollar (\$500.00) Canadian Giant Tiger gift card. Each selected potential prize winner of the Draws shall be referred to as a "**Selected Participant**".

Open only to legal residents of Canada who have reached the age of majority in their province or territory of residence. Odds of winning a prize depends on the total number of eligible Contest entries received during the applicable Monthly Entry Period. **Non-winning Contest entries will not carry over into subsequent Monthly Entry Periods.**

The Sponsor will contact the Selected Participant either by email or by telephone at the email address or telephone number provided in the Contest entry within three (3) business days of the Draw (the "**Notification**").

To be considered a verified winner, the Selected Participant must complete and comply with the following requirements within three (3) business days from the date of the Notification:

- a. correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question, to be administered through the Selected Participant's email account or over the phone;
- b. if requested by the Sponsor, provide any information or document including without limitation identification documents;
- c. sign and return to the Sponsor, a declaration of compliance and release of liability (the "**Release**") in which the Selected Participant agrees at a minimum to release, discharge, defend and hold harmless the Sponsor, its advertising and promotional agencies, its affiliates and related companies, and its directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from and against any and all liability for any claim, cause of action, demand, damage, injury, loss, cost or expense of any kind whatsoever, arising from or in connection with the Contest, and any related activity, as well as the acceptance, use, misuse or possession of a prize; and
- d. otherwise comply with these Official Rules

(a "**Verified Winner**"). Each prize will only be delivered to a Verified Winner within approximately eight (8) weeks from the end of the applicable Monthly Entry Period.

If a Selected Participant cannot be contacted or fails to respond within the time period described above, or fails to: (i) correctly answer the skill testing question, (ii) provide identification if requested by the Sponsor, (iii) sign and return the Release within the required time, or (iv) otherwise comply with these Official Rules, the applicable prize will be forfeited and may be awarded to an alternate participant, who will be subject to disqualification in the same manner.

6. WINNER'S LIST

For the names of the Verified Winners, send a self-addressed, stamped envelope at the end by November 30, 2023 to:

GIANT TIGER STORES LIMITED
2480 Walkley Road, Ottawa ON, K1G 6A9

7. GENERAL

- a. To win a prize, a Selected Participant must meet all of the conditions and requirements in these Official Rules. If a Selected Participant and/or a Verified Winner gives false information to the Sponsor, or interferes with the entry process or operation of the Contest, they may be disqualified from the Contest and may be required to return their prize.
- b. The Sponsor has no responsibility to any participant for the participant's participation in the Contest. If there are any mistakes or technical issues in the processing of Contest entries or the operation of any matter relating to the Contest,

or if any Contest entries are lost, stolen, destroyed, incomplete, delayed or cannot be read, the Sponsor will not re-run the Contest or ask participants to re-submit their Contest entries. The Sponsor is not responsible for any problems or errors related to the Contest.

- c. The Sponsor has no responsibility to any participant for his/her use of the prize.
- d. Subject only to the approval of the *Régie des alcools, des courses et des jeux* (the "**Régie**") with respect to residents of Québec, the Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in the Sponsor's sole opinion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason which, in the sole opinion of the Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor may terminate, modify or suspend the Contest, or any portion thereof in its sole discretion.
- e. Each participant assumes full legal and financial responsibility for their Contest entries and any materials and contents related thereto, which includes any consequences arising from submitting and/or otherwise posting such materials and/or content on social media.
- f. By participating in the Contest, a participant agrees that the Sponsor may use pictures, information, comments and/or video of the participant for use by the Sponsor to operate and promote the Contest. The Sponsor may also use the Verified Winners' names, provinces or territories of residence, images and likeness and any commentary as posted in social media in advertising for the Sponsor, without notice, authorization or compensation. By entering this Contest, Verified Winners agree to be governed by these Official Rules and consent to the use of their name and address (city only) in a winners' list which may be shared in accordance with Section 7 of these Official Rules. Verified Winners further consent to the use of their name and address (city only) in a winner's list which may, in the Sponsor's sole discretion, be posted on the Sponsor's Facebook pages (www.facebook.com/GiantTiger and www.facebook.com/TigreGeant) or on its website (www.gianttiger.com). Verified Winners further agree to the use of their name, address (city only), and photograph for advertising purposes by the Sponsor related to this Contest, without compensation.
- g. FOR RESIDENTS OF QUÉBEC: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- h. By participating in the Contest, a participant agrees that the laws of the province of Ontario and the laws of Canada applicable therein will govern any and all disputes arising from, connected with or relating to the Contest or a prize, and that any and all related matters will be resolved before the courts of Ontario sitting in

the City of Ottawa, of which the participant irrevocably submits and attorns to the exclusive jurisdiction.

- i. Personal information collected, used and retained in connection with the Contest may be stored on servers outside of Canada, and may therefore be subject to another country's laws and may be accessible by a foreign government, courts, law enforcement or regulatory agencies. The personal information participants provide when entering the Contest will be collected, stored and used for the purposes of administering the Contest and prize fulfillment. If a participant requests to receive marketing communications from the Sponsor regarding products and offers, the participant's contact information will also be used for the purposes of fulfilling the participant's request for such communications. Personal information will be treated in accordance with the Sponsor's Privacy Policy, which is available at <https://www.gianttiger.com/privacy-policy>. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
- j. **LIMITATIONS OF LIABILITY AND RELEASES** BY PARTICIPATING OR ATTEMPTING TO PARTICIPATE IN THIS CONTEST, PARTICIPANTS AGREE TO RELEASE, DISCHARGE, DEFEND AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, INJURIES, DAMAGES, LIABILITIES, EXPENSES AND COSTS (INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES AND EXPENSES), AND OBLIGATIONS OF ANY NATURE AND KIND WHATSOEVER AND HOWSOEVER ARISING, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER EXIST, WHICH THE PARTICIPANT OR ANY OTHER PERSON MAY SUFFER OR INCUR ARISING OUT OF, RELATED TO, OR CONNECTED WITH THE CONTEST, PARTICIPATING IN THE CONTEST OR ANY RELATED ACTIVITY, OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. Without limiting the foregoing, the Releasees shall not be responsible for: (a) any failure of the Sponsor's website or platform on which the Contest is administered; (b) any incomplete or inaccurate information provided by participants; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Contest entries; (d) printing, distribution, programming or production errors, and any other errors of any kind, whether human, mechanical, electronic or otherwise; (e) technical, pictorial, typographical or editorial errors or omissions contained herein or in other materials related to the Contest; (f) violation of any third party right(s), including without limitation any copyright, trade-mark, intellectual property, privacy, publicity, or other proprietary right in connection with the Contest; (g) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in or downloading material in the Contest; or (h) delays or other problems in the transmission of Contest entries including, but not limited to, technical problems, mail service problems, traffic congestion on the Internet or at any website.

These obligations will survive indefinitely beyond the conclusion of the Contest.

- k. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related information, the terms and conditions of these Official Rules shall prevail, govern and control.
- l. **GENERAL CONDITIONS** Winning a prize is contingent on fulfilling all the requirements set forth in these Official Rules. All Contest entries become the property of the Sponsor and none will be returned. All Contest entries and prize claims are subject to verification. Participants agree to abide by these Official Rules. Decisions of the Sponsor will be final and binding on all matters pertaining to this Contest. Void where prohibited. The Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

SCHEDULE A – MONTHLY ENTRY PERIOD PRIZES

Monthly Entry Period	Prize	Quantity	Value
October 1 st – October 31 st , 2022	\$500.00 Giant Tiger gift card	1	\$500.00
November 1 st – November 30 th , 2022	\$500.00 Giant Tiger gift card	1	\$500.00
December 1 st – December 31 st , 2022	\$500.00 Giant Tiger gift card	1	\$500.00
January 1 st – January 31 st , 2023	\$500.00 Giant Tiger gift card	1	\$500.00
February 1 st – February 28 th , 2023	\$500.00 Giant Tiger gift card	1	\$500.00
March 1 st – March 31 st , 2023	\$500.00 Giant Tiger gift card	1	\$500.00
April 1 st – April 30 th , 2023	\$500.00 Giant Tiger gift card	1	\$500.00
May 1 st – May 31 st , 2023	\$500.00 Giant Tiger gift card	1	\$500.00

June 1 st – June 30 th , 2023	\$500.00 Giant Tiger gift card	1	\$500.00
July 1 st – July 31 st , 2023	\$500.00 Giant Tiger gift card	1	\$500.00
August 1 st – August 31 st , 2023	\$500.00 Giant Tiger gift card	1	\$500.00
September 1 st – September 30 th , 2023	\$500.00 Giant Tiger gift card	1	\$500.00