

## **LOYALTY ONTARIO: Digital Coupon Redemption Contest**

### **AIR MILES®**

Enrollment in the AIR MILES® Reward Program is required to enter. If you are not enrolled in the AIR MILES® Reward Program, you may enroll online at [www.airmiles.ca/enroll](http://www.airmiles.ca/enroll). By enrolling to become an AIR MILES® Collector in the AIR MILES® Reward Program, you agree to be bound by the terms and conditions of the AIR MILES® Reward Program as amended from time to time.

### **ELIGIBILITY**

The Contest is open only to legal residents of Ontario, Canada who have reached the age of majority in their province of residence on the date that they entered the Contest. Void where prohibited by law. Employees, directors, and officers of the Administrator, Metro Ontario Inc. (the “**Administrator**”) and the Sponsor, Metro Ontario Inc. (the “**Sponsor**”) and its parent companies, affiliates, franchisees, subsidiaries, distributors, representatives, advertising and promotional agencies, agents, sponsors, and any entity that they contract with specific to the Contest, as well as the immediate family members, and any persons domiciled with any of the above (whether related or not), are not eligible to win the prize as set out below.

### **TIMING**

Contest runs from 12:00:01 AM on April 1, 2024 and ends at 11:59:59 PM on April 30, 2024 (the “**Contest Period**”).

### **HOW TO ENTER**

To enter the contest, you must log into your Metro account and redeem one digital coupon on the metro app or metro.ca

**No Purchase Necessary (mail-in entry):** To enter the Contest without making a purchase, you can hand-print your name as printed on your AIR MILES® Collector Card, your AIR MILES® Collector Account number, complete mailing address and telephone number on a plain piece of paper and mail the entry in a postage-paid/stamped envelope to the following address: “METRO DIGITAL COUPON CONTEST ” c/o Metro Ontario Inc., 5559 Dundas Street West, Etobicoke, Ontario M9B 1B9. No mechanical reproduction permitted. Each mailed entry must be in a separate postage-paid envelope. Any mailed entry that does not comply with the criteria detailed herein, is opened, mutilated, altered, copied, or in any way illegible will be void. Each mailed entry will be treated as one (1) entry into the Contest. Mailed entries must be post-stamped by April 1, 2024 and received by April 30, 2024.

### **PRIZE DESCRIPTION**

Contest entrants are entered to win one (1) grand prize of [10,000 AIR MILES] ® Reward Miles (the “**Prize**”).

The Prize has no equivalent cash value, is non-transferable and no substitutions will be made. The Prize must be accepted as awarded. The Sponsor reserves the right to substitute the Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of the Prize, such as any fee associated with the receipt and/or use of the Prize. Please allow up to eight (8) weeks for delivery or fulfillment of the Prize.

### **ODDS**

The odds of winning are dependent on the total number of eligible entries received during the Contest Period.

### **DRAW DETAILS**

One random draw will occur at the Administrator's office at 5559 Dundas St W, Etobicoke on [May 10, 2024] from all eligible entries received during the Contest Period as applicable (the "**Draw**"). You do not need to be in attendance to be selected.

### **WINNER CONTACT DETAILS, RELEASE AND SKILL TESTING QUESTION**

If you are chosen to be eligible to win a Prize, you will be contacted within thirty (30) days of the Draw at the email address recorded in respect of your metro.ca account. If you have not provided an email address you are not eligible to win a prize. You must be email contactable by Metro Ontario Inc. and have a valid opt-in to communications on your metro.ca account. To be declared a winner, you will be directed to complete a Release Form which will be sent through email. You must then correctly answer without assistance a mathematical skill testing question and sign a Release form (the "**Release**"). The original copy of the Release may be signed at that time or taken away and returned within ten days. Upon verification of the completion and correctness of the answer to the skill-testing question, and execution of the Release, you may be declared a winner. In case of a dispute concerning the identity of the individual who submitted an automatic entry with purchase, the entrant will be deemed to be the account holder of the AIR MILES® Collector Account under which the entry was submitted.

### **FORFEIT OF PRIZE**

If you cannot be reached within seven (7) days of our first attempt to contact you, do not answer the skill testing question correctly, or otherwise fail to comply with these Contest Rules, then the Prize will be forfeited and another entry will be randomly selected from among the remaining eligible entries as per these Contest Rules. This process of selecting a Prize winner will be repeated until the Prize eligible to be won is awarded.

### **USE OF PERSONAL INFORMATION**

By entering the Contest and voluntarily providing your personal information as described in these Contest Rules, you agree to the collection, use and disclosure by the Administrator (and where applicable, the Sponsor), and its respective employees and/or authorized agents, of your personal information, for the purpose of administering the Contest, including but not limited to, contacting you with respect to the Contest if you are a selected entrant. Personally identifiable information will only be used to administer the Contest and for no other purpose, except as specifically outlined in these Contest Rules. Personally identifiable information will not be sold, shared or disclosed by the Administrator to any third party, other than to the Sponsor or a third party engaged by the Administrator or Sponsor for the purpose of administering the Contest, or if required by law with the exception that aggregated information may be used by or shared amongst the Administrator and its subsidiaries and affiliates, or shared by the Administrator with third parties.

## **PUBLICITY CONSENT**

By entering the Contest, you agree that if you are determined to be a winner, the Administrator and the Sponsor may use your name, comments, voice, likeness, municipality of residence and picture in any advertising, promotion or publicity carried out now or in the future, in any media without compensation or notice, and you grant to the Administrator and the Sponsor any and all rights to such use. You agree to cooperate with the Administrator and the Sponsor in arranging for photographs or other forms of publicity and to be available for photographs or other forms of publicity on reasonable notice.

## **LIMITATION OF LIABILITY / RELEASE**

By participating in the Contest, and as a condition of acceptance of the Prize, you, your heirs, executors, administrators, successors and assigns, hereby release and forever discharge and hold harmless LoyaltyOne, Co., the Sponsor and the Administrator, and their direct and indirect parent companies, affiliates, subsidiaries, successors, assigns, agents, advisors, franchisees, shareholders, partners, representatives, their advertising, promotion and fulfillment agencies and each of their respective employees, officers, directors, agents and representatives (collectively, the **“Released Parties”**), from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees on a substantial indemnity scale (hereinafter called **“Claims”**) and including without limitation any claims arising from any act of negligence of the Released Parties, that you now have, or may hereafter have against the Released Parties directly or indirectly resulting or arising from: (i) participation in the Contest, or the awarding, acceptance, possession, use, or misuse or enjoyment of any Prize, and where applicable, traveling to, preparing for, or participating in, any Contest-related or Prize-related event or activity; or (ii) the publicity rights granted to the Sponsor and the Administrator. You specifically acknowledge that you understand that there may be serious risks of bodily injury, death, or property damage associated with the acceptance, possession, use and/or misuse of the Prize and attendance at any event or participation in certain Prize-related activities, and you voluntarily assume these risks. You also agree to indemnify, defend, and hold harmless the Released Parties from all Claims in respect of the foregoing.

## **COMPLIANCE WITH RULES**

By entering the Contest, you agree to abide by the entire Contest Rules and the terms and conditions under which the prizes are awarded. Any decision made by the Sponsor and/or the Administrator in respect of this Contest shall be final.

## **TECHNICAL ISSUES**

The Sponsor and Administrator are not responsible for any computer, online, telephone, hardware, software or technical limitations or malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an entry, or failure to receive an entry), nor for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may

occur in the processing of entries in the Contest, nor for any error, omission, interruption, deletion, defect, delay in operation or transmission or receipt of entry, communications line failure, theft or destruction or unauthorized access to, or alteration of entries; and, are not responsible for any problems, failures or technical malfunction of any telephone or network lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing; and are not responsible for any injury or damage to entrants or to any computer related injury or damage resulting from participating in downloading materials in this Contest.

In no event will the Sponsor or Administrator be liable for more than the stated number of Prizes contained in these Contest Rules.

#### **RIGHTS TO TERMINATE/MODIFY/SUSPEND CONTEST**

The Administrator and Sponsor retain the right, in their absolute discretion, to suspend, modify or terminate any aspect of the Contest (including, but not limited to these Contest Rules) at any time. The Administrator and Sponsor may make substitutions of equivalent kind or value in the event of the unavailability of the Prize (or component thereof) for any reason whatsoever. The Administrator and Sponsor may terminate or withdraw this Contest at any time by posting a notice on the metro.ca app. If the Contest is terminated on any day prior to the normal Contest end date (the “**Termination Date**”), the Administrator and Sponsor may determine the winner from all eligible entries received as of the close of business on the Termination Date (which winners shall be randomly selected in accordance with these Contest Rules).

#### **DISQUALIFICATION**

Any attempt made by an entrant or other individual or entity, to deliberately damage, manipulate or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of the law. The Administrator and Sponsor reserve the right to seek remedies and damages from any such individual or entity which makes any such attempt. Any entrant who, in the opinion of the Administrator, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest.

#### **ROLE OF PARTIES**

LoyaltyOne Co. is not responsible for the sponsorship or administration of this Contest. Metro Ontario Inc. is the Sponsor of this Contest. Metro Ontario Inc. is the Administrator of this Contest.

#### **TRADEMARKS**

AIR MILES® and the AIR MILES® marks are Trademarks of AM Royalties Limited Partnership used under license by LoyaltyOne, Co. and Metro Ontario Inc. and affiliates. All other Trademarks are the property of their respective owners.

**GOVERNING LAW**

The Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. Participation constitutes your full and unconditional agreement to these Contest Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Contest. By entering the Contest, you agree to attorn to the courts of the Province of Ontario sitting in the judicial district of Toronto, which shall have the exclusive jurisdiction to entertain any action or other legal proceeding based on any provision of the Contest's Rules or the running of this Contest.