

**Thyme Maternity « 2 Skip Hop Prize Packs - Instagram - October 2018 »**

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 that 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 province or territory 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 only at the Thyme Maternity Instagram Page (the “**Contest Page**”), from October 8, 2018 at 7:00 a.m. (Eastern time) until October 14, 2018 at 11:00 p.m. (Eastern time).
6. In order to enter for a chance to win one of the two (2) Prizes (defined below), each entrant must, by the Entry Deadline:
  - a. either:
    - i. log on to Instagram, as long as the entrant’s account on Instagram is public (the “**Social Media Mode of Entry**”); or
  - b. in the case of the Social Media Mode of Entry:
    - i. click on the contest post that will appear on the entrant’s newsfeed (the “**Contest Post**”);
    - ii. follow a link contained in the Contest Post, which will redirect the entrant to the Contest Page.
  - c. Fill in the online entry form found on the Contest Page by:
    - i. providing all required contact information;
    - ii. checking-off a box confirming that he or she has read, understood and agrees with the Rules;
  - d. Follow the @ThymeMaternity Instagram page.
  - e. Click « like » on the Instagram post (if the mode of participation was via seeing the post in the Instagram feed)
7. All eligible entries for the Contest must be received by Thyme Maternity by the applicable Entry Deadline, must comply with the terms hereof. All entries become the property of Thyme Maternity. 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

or the general terms and conditions applicable to Instagram and its functionalities, 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 Thyme Maternity. Odds of winning a Prize will vary depending on the number of eligible entries received by the applicable Entry Deadline.

8. **ONLY ONE (1) ENTRY PER ENTRANT IS PERMITTED.** All additional entries will be disqualified. For greater certainty, it is understood and agreed that all additional entries made by or for a single entrant, or any attempt by an entrant to make more than one (1) entry per entrant, whether by using multiple Instagram or e-mail accounts, identities, registrations, or any other methods, 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 Thyme Maternity.
9. One (1) of the two (2) prizes will be awarded to each applicable Prize Winner (defined below) consisting of:

**Prize Packs # 1 and #2:**

- (i) One (1) Greenwich Backpack- Black (\$139.95);
- (ii) One (1) Grab & GO Double Bottle Bag (\$19.95);
- (iii) One (1) Pacifier Pocket (\$11.95);
- (iv) One (1) Silver Lining Cloud Jitter Stroller Toy (\$14.95);
- (v) One (1) Central Park Outdoor blanket & Cooler Bag (\$59.95)

Products in the prize packs may differ from those displayed on the picture.

10. For the purposes of awarding the Prizes, two (2) random draws will be conducted at the head office of Thyme Maternity in Montréal, Québec on October 15<sup>th</sup> at approximately 1:00 p.m. (Eastern Time) (each such day, a “**Draw Date**”) in order to select the Prize Winners for such Contest Date from among all of the eligible entries received by the applicable Entry Deadline.
11. For the purposes of claiming the Prize, each applicable Prize Winner will be contacted by Instagram private message on the applicable Draw Date, such Prize Winner will then have five (5) business days to respond to the message in order to claim his or her Prize (the “**Claim Date**”). If such Prize Winner cannot be reached by the applicable Claim Date for any reason whatsoever, such Prize Winner will be disqualified and deemed to have forfeited his or her Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances, Thyme Maternity may decide, in its sole and absolute discretion, to select an alternate Prize Winner by a random draw conducted by Thyme Maternity until such time as contact is made by e-mail with such newly selected Prize Winner. Thyme Maternity will not be responsible for failed attempts to contact a Prize Winner for any reason whatsoever, including, without limitation if any e-mail communication is unsuccessful, not returned or returned as undeliverable. If all or part of a Prize cannot be awarded to a Prize Winner due to actions or circumstances beyond the control of Thyme Maternity, Thyme Maternity may decide, in its sole and absolute discretion, to award a substitute prize (or substitute prizes) of equal or greater retail value.
12. Thyme Maternity reserves the right to verify eligibility qualifications of any entrant or Prize Winner. In addition to the eligibility qualifications set forth in Section 3, a 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 Thyme Maternity during a pre-arranged, mutually convenient telephone call and/or as otherwise may be provided by Thyme Maternity. In addition to the foregoing and in order to be eligible to receive a Prize awarded hereunder, a Prize Winner may be required to execute (and notarize if required under applicable law) a full release and affidavit of eligibility in a form to be provided by Thyme Maternity which, *inter alia*, relieves Reitmans from any and all liability for injury associated with a Prize or any component thereof awarded to a Prize Winner, as well as satisfy any and all laws and regulations and other criteria required by a Prize Winner’s province or territory of residence (the “**Release**”). Should a Prize Winner not comply with the Rules, decline his or her Prize or any part thereof for any reason whatsoever, not claim a Prize by the applicable Claim Date, 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 his or her 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 11 and the terms and conditions of Section 11, Section 12 and Section 13 herein will apply *mutatis mutandis* to such newly selected Prize Winner.

13. A Prize Winner will be entitled to be awarded his or her Prize on the date on which the eligibility qualifications of such Prize Winner have been satisfied in accordance with Section 12 herein (an “**Award Date**”). A Prize will be sent to a Prize Winner by registered mail or courier to the address provided by a Prize Winner (a signed acknowledgment of receipt at the delivery location will be required) within seven (7) business days of the applicable Award Date (the “**Delivery Date**”). Thyme Maternity reserves the right to modify, in its sole and absolute discretion, the method of delivery of a Prize described in this Section 13 in the event that it is not possible due to any cause beyond the control of Thyme Maternity. A Prize Winner’s name and/or photograph (including a Photograph) may appear on the Website, the Fan Page, and/or any other Thyme Maternity and/or Reitmans online social networking and media marketing web pages for no less than thirty (30) days following the Award Date.
14. No cash, product substitution or prize equivalent will be permitted. A Prize cannot be combined or used in conjunction with any other contest or offer. A 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 a 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 a Prize Winner will be made. Choices of styles, sizes, colours and types of products and merchandise which may be purchased with a Gift Card is subject to availability.
15. 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. No more than two (2) Prizes will be awarded in connection with the Contest.
16. 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 Contest Page, the Website, the Fan Page, and/or any other Thyme Maternity and/or 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 Thyme Maternity at the following address: 250 Sauvé Street West, Montréal, Québec, H3L 1Z2; ATTENTION: Thyme Maternity Customer Service. For further information regarding the use of an entrant’s personal information by Thyme Maternity and/or Reitmans, please refer to the Privacy Policy on the Website.

17. All expenses related or incidental to the receipt and use of a 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 a Prize Winner. Thyme Maternity reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due in connection with a Prize. 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 Thyme Maternity and/or Reitmans, will be the sole responsibility of a Prize Winner. A Prize and every component thereof is non-refundable, non-transferable and may not be reissued or revalidated in whole or in part.
18. Reitmans will not be responsible for lost, stolen, mutilated, late, misdirected or ineligible entries that may occur in the administration of the Contest. Thyme Maternity 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 Contest 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.
19. 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 Contest Page, or otherwise, (ii) insufficient entries, or (iii) due to any other cause beyond the control of Thyme Maternity, Thyme Maternity 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, Thyme Maternity 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**

**LAW 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.**

20. In the event of any dispute regarding entries received from multiple users having the same e-mail account, entries will be deemed to be made by the authorized account holder of the e-mail address submitted during entry, but only if he or she meets all other eligibility criteria contained in the Rules. The “authorized account holder” is the natural person who is assigned to the e-mail address by an internet access provider, online service provider or other organization (e.g., business, educational, institutional, etc.) that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. A Prize Winner may be required to provide Thyme Maternity and/or Reitmans with proof that he or she is the authorized account holder of the e-mail address associated with the winning entry, or forfeit his or her Prize.
21. All entrants assume all liability for injuries caused or claimed to be caused by participation in the Contest, or the use or misuse of a Prize granted herein, including any and all losses, damages, rights, claims, costs, actions and causes of action with respect to a 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 a 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.
22. It is each entrant’s sole responsibility to notify Thyme Maternity in writing at the address indicated above if he or she changes his or her 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 Thyme Maternity by the Entry Deadline.
23. 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.
24. 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 a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
25. The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Each entrant is providing his or her information to Thyme Maternity and not to Instagram. By participating in this Contest, each entrant agrees to release and forever discharge Instagram from any and all claims, demands, actions, damages, liabilities, costs, losses and expenses arising out of, or in connection with, the Contest. If an entrant opts in at the time of entry to receive notifications via e-mail about upcoming promotions offered by Thyme Maternity as described in Section **Error! Reference source not found.**, the information he or she provides will be used for future

communications from Thyme Maternity as described in Section **Error! Reference source not found.** to the extent permitted by and in accordance with applicable law.

26. For an additional set of the Rules and/or the Prize Winners' names, 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: Thyme Maternity Customer Service.