

### Thyme Maternity Mother's Day contest

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 (i) legal or permanent residents of Canada; (ii) 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; and (iii) Bump Benefits members, except (i) the directors, officers, agents and employees of Reitmans (Canada) Limited (the owner of the “**Thyme Maternity**” division) 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:
  - (A) **online** at the [www.thymematernity.com](http://www.thymematernity.com) (the “**Website**”) on April 16<sup>th</sup>, 2020 from 12:01 a.m. (Eastern time) to May 10<sup>th</sup>, 2020 11:59 p.m. (Eastern time) (the “**Online Entry Deadline**”).
6. In order to enter for a chance to win the Grand Prize (defined below), each entrant must, by the applicable Entry Deadline either:
  - a. visit the Website (the “**Online Mode of Entry**”) to either:
    - i. Sign up to the Bump Benefits loyalty Program, OR
    - ii. log onto his or her account to make a purchase and automatically be entered into the Contest; OR
    - iii. make a purchase as a guess and automatically be entered into the Contest; OR
    - iv. if they are already a Bump Benefits member or do not wish to make a purchase; simply send an email to [contest@thymematernity.com](mailto:contest@thymematernity.com), including their full name and phone number.

For greater certainty, it is agreed and understood that NO PURCHASE IS NECESSARY TO ENTER THE CONTEST. Customers signing up to Bump Benefits or making a purchase online during the Contest period that do not wish to enter the Contest may opt-out by sending an email to [contest@thymematernity.com](mailto:contest@thymematernity.com) with the subject line : Remove me from the Mother's day contest.t.

7. All eligible entries for the Contest must be received by Thyme Maternity by the applicable 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 Thyme Maternity and/or Reitmans. Odds of winning a Grand Prize will vary depending on the number of eligible entries received by the 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, whether by using multiple e-mail, 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 and/or Reitmans.
9. The “**Grand Prize**” will be awarded to a Grand Prize Winner (as defined below) consisting of:
  - i. one (1) Babies “R”Us gift card (having a retail value of \$2 000);

The total retail value of the Grand Prize awarded in connection with the Contest is two thousand dollars (\$2 000). The Contest will have one (1) Grand Prize winner (each a “**Grand Prize Winner**” and collectively, the “**Grand Prize Winner**”) in total.

10. For purposes of awarding the Grand Prizes, one (1) random draw will be conducted at the head offices of Thyme Maternity in Montréal, Québec on May 20<sup>th</sup> 2020 at approximately 10:00 a.m. (Eastern time) (the “**Draw Date**”), in order to select the Grand Prize Winner from among all of the eligible entries received by the applicable Entry Deadline. For greater certainty, it is agreed and understood that:
  - (i) the Grand Prize Winner selected will be awarded the Grand Prize described in Section 9 (i);
11. For the purposes of claiming his or her Grand Prize, the Grand Prize Winner will be contacted by e-mail within ten (10) business days following the Draw Date (the “**Claim Date**”). If a Grand Prize Winner cannot be reached by the Claim Date for any reason whatsoever, such Grand Prize Winner will be disqualified and deemed to have forfeited his or her Grand 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 Grand Prize Winner by a random draw conducted by Thyme Maternity until such time as contact is made by e-mail with such newly selected Grand Prize Winner. Thyme Maternity will not be responsible for failed attempts to contact a Grand 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 Grand Prize cannot be awarded to a Grand 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 Grand Prize Winner. In addition to the eligibility qualifications set forth in Section 3, the Grand 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 Grand Prize awarded hereunder, the Grand 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 Grand Prize or any component thereof awarded to such Grand Prize Winner, as well as satisfy any and all laws and regulations and other criteria required by the Grand Prize Winner's province or territory of residence (the "**Release**"). Should the Grand Prize Winner not comply with the Rules, decline his or her Grand Prize or any part thereof for any reason whatsoever, not claim his or her Grand Prize by the 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 Grand Prize Winner will be disqualified and deemed to have forfeited his or her Grand Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances, Reitmans will have no further obligation to the Grand Prize Winner in question and may decide, in its sole and absolute discretion, to select a new Grand 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 Grand Prize Winner.

13. A Grand Prize Winner will be entitled to be awarded his or her Grand Prize on the date on which the eligibility qualifications of such Grand Prize Winner have been satisfied in accordance with Section 12 herein (the "**Award Date**"). A Grand Prize will be sent to a Grand Prize Winner by registered mail or courier to the address provided by such Grand Prize Winner (a signed acknowledgment of receipt at the delivery location will be required) within ten (10) business days of the Award Date (the "**Delivery Date**"). Thyme Maternity reserves the right to modify, in its sole and absolute discretion, the method of delivery of the Grand 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 Grand Prize Winner's name and/or photograph may appear on the Thyme Maternity webpage at [www.thymematernity.com](http://www.thymematernity.com) (the "**Website**"), the Thyme Maternity's Facebook fan page (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 Grand Prize cannot be combined or used in conjunction with any other contest or offer. A Grand 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 Grand 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 Grand Prize Winner will be made. The final make-up of a Grand Prize, including colours, models and other specifications of a Grand Prize, will be determined by Thyme Maternity in its sole and absolute discretion. 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 one (1) Grand Prize 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 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 Grand 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 Grand 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 Grand 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 Grand Prize Winner. A Grand 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 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, (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 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.**

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 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 Grand Prize Winner may be required to provide Thyme Maternity and/or Reitmans with proof that she is the authorized account holder of the e-mail address associated with the winning entry, or forfeit his or her Grand 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 Grand Prize granted herein, including any and all losses, damages, rights, claims, costs, actions and causes of action with respect to a Grand 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 Grand 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 she changes 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 applicable 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 Grand Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
25. For an additional set of the Rules and/or the Grand 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.