

GENERAL CONTEST RULES

The rules set out herein are the terms and conditions applicable to Contests and giveaways (henceforth “a Contest” or collectively “Contests”) administered by, or on behalf of, Harry Rosen Inc. its affiliates or authorized agents, and operating as, or in association with, HARRY ROSEN, CLUB HARRY, THE OUTLET BY HARRY ROSEN, or FINAL CUT (henceforth “the Sponsor(s)”). Contests are intended to be conducted solely within Canada and are subject to applicable Canadian Law. The terms and conditions set out herein are applicable and in force unless indicated otherwise by rules specific to a Contest or Contests (referred to henceforth as “Contest Rules”), or where prohibited or voided by applicable law. Entry in a Contest constitutes acknowledgement and acceptance of these terms and conditions.

ELIGIBILITY

To be eligible to enter a Contest, a person (otherwise referred to as an entrant, or individual) must:

1. Be a current legal resident of Canada, and be of the age of majority within the province or territory of residence
2. Where creative or other Work (physical or digital media, written work, photographs, images, designs, and similar intellectual property) is submitted in connection to, or as a requirement of, entry into a Contest, be the sole owner, in all right, title and interest, including copyright and trademark, in and to the Work, and possess the right and discretion to transfer ownership of, and grant license to, the Work
3. Where applicable, be a current member in good standing of the Harry Rosen loyalty program (“CLUB HARRY”)
4. Where applicable, have an active social media account on a relevant platform (Facebook, Instagram, TikTok, X, or similar) at the time of entry

Except where otherwise indicated, employees of Harry Rosen Inc. are not eligible to enter Contests administered by Harry Rosen Inc., or its banners or subsidiaries. Furthermore, where Contests are administered, in part or in whole, by an affiliate or agency, on behalf of, or in partnership with, Harry Rosen Inc., employees or associates of the affiliate or agency are not eligible to enter the Contest or Contests to which the affiliate or agency is party.

The Sponsor(s) reserve the right, at their sole discretion, to require proof of identity and/or eligibility at any time. Failure to provide proof of identity or eligibility at the request of the Sponsor(s) may result in disqualification from the Contest, as well as from future Contests.

Information provided in connection to, or as a requirement of, entry into a Contest, including personal information, must be true, correct, complete, and in no way or manner misleading or misrepresentative. The Sponsor(s) retain the right to disqualify or deny entry to any person

whom the Sponsor(s) deem, in their sole discretion, to have provided false, inaccurate, incomplete, misleading or misrepresentative information in connection to a Contest.

CONDITIONS OF ENTRY INTO A CONTEST

No purchase is necessary to enter a Contest. Where applicable, purchases meeting certain criteria set forth in the Contest Rules, and completed and paid in full within the Contest period, may constitute entry into a Contest, notwithstanding general or specific eligibility criteria. Where entry requirements include submission of information via an online form, social media page action (e.g., following or “liking” a page or post), or delivery of physical media to a physical address, submissions must be successfully received before the end of the Contest period. Unless otherwise indicated:

1. In-store purchases meeting the Contest criteria must be completed and fully paid prior to the posted closing time of the store on the end date of the Contest
2. Online purchases meeting the Contest criteria must be completed and confirmed prior to 11:59PM Eastern Time on the end date of the Contest
3. Submissions of digital forms, or social media actions, must be completed prior to 11:59PM Eastern Time on the end date of the Contest
4. Submissions of physical media must be delivered and received by a registered courier prior to 3:59PM Eastern Time on the latest business day at or before the end date of the Contest

Except where otherwise indicated, a limit of one (1) entry per person is in force. Where an individual is found to have submitted more than one (1) entry to a Contest, the Sponsor(s) reserve the right to accept entry based on the earliest received submission alone, and void any and all subsequent entries. At the sole discretion of the Sponsor(s), individuals found to be submitting more than one entry in a malicious or misleading manner may be disqualified from the Contest as well as any future Contests.

Entries associated to an email address, mobile phone number, social media account, or other such digital account, shall be deemed to have been submitted by the authorized holder of the account, where the determination of “authorized” is deferred to the platform or provider of the account service in its terms and conditions of use. Prizes or other Contest outcomes are entitled to the authorized account holder only, regardless of the individual who performed the submission.

Any creative or other Work, including, but not limited to, physical or digital media, written work, photographs, images, designs, and similar intellectual property, submitted in connection, or as a requirement of entry, to a Contest must be submitted in the manner and medium specified by the Sponsor(s) in the Contest Rules, and must be received on time, unmolested and in a state of good repair. Entrants who submit Work to Harry Rosen Inc., or its affiliates or authorized agents as part of the requirements of entry into a Contest, agree to allow the Sponsor(s) to post

the Work, in whole or in part, in public or private areas, on digital or real properties owned and/or operated by the Sponsor(s), with no limitation or expiration.

The Sponsor(s) assume no liability, and shall grant no recourse or remedy to entrants, in the case that

1. a submission of an entry cannot be accepted due to its being late, early, unintelligible, corrupted, misdirected, damaged, incomplete, or otherwise unacceptable by the normal means of processing entries of the same nature; or
2. a submission of an entry is not accepted due to the technical malfunction of any hardware, software, computer, telephone or telecommunications equipment, or any event, error or malfunction that may affect or block the transmission or reception of an entry
3. a submission of an entry is not accepted due to late delivery by the courier for any or no reason, including but not limited to equipment malfunction, traffic, inclement weather, natural or manmade disasters, strikes or other work actions, protests, or government or military intervention
4. a submission of an entry is found or deemed to be fraudulent, false, misleading, misrepresentative, otherwise ineligible according to the criteria set out here or in the Contest Rules, or in violation of any provincial or federal law

Any digital or physical material or Work submitted to the Sponsor(s) in connection, or as a requirement of entry, to a Contest shall become the sole property of the Sponsor(s), and shall not be returned or destroyed except at the sole and unlimited discretion of the Sponsor(s), or except where required by law.

NO PURCHASE NECESSARY ENTRIES

Unless otherwise indicated, and where purchases meeting certain criteria constitute entry into a Contest, an individual may enter the Contest with no purchase by submitting, in writing, a document containing

1. The name, current address within Canada, and date of birth of the entrant
2. The name of the Contest as it appears in the Contest description
3. Any additional information, material or documentation required by the Contest Rules

This document shall be delivered, by registered courier, to the following address before 3:59PM Eastern Time, on the latest business day at or before the end date of the Contest

ATTN: CONTESTS

77 Bloor Street W. Suite 500
Toronto, Ontario, CA
M5S 1S2

PRIZES AND PRIZE VALUES

Prizes are set out in the Contest details. Unless otherwise indicated, prize values are approximate and are given in Canadian Dollars (\$CDN). Prize values are not to exceed ten thousand Canadian dollars (CDN \$10,000.00). Where prize values are approximate, winners are entitled only to the actual value of the prize as determined by the Sponsor(s) based on the criteria described in the Contest Rules and/or Contest details.

Except where otherwise indicated, or at the sole and unlimited discretion of the Sponsor(s), prizes shall not be transferred, substituted, altered, or redeemed for cash value of any amount. In case a prize cannot be awarded or fulfilled, in whole or in part, as outlined in the Contest details, the Sponsor(s) retain the right to substitute a different prize of equal or greater value, or, in case a portion of the prize package cannot be fulfilled or awarded, a different or additional prize of equal or greater value to the unfulfilled portion. Where prize values are approximate, the term “equal or greater” shall be deemed relative to the approximate value as stated in the Contest details.

Prizes in the form of Gift Cards, Loyalty Currency or Coupons are governed by and subject to the terms and conditions of the issuing platform or service, including those administered by or on behalf of the Sponsor(s). Redemption, use, expiry or forfeit of such prizes is wholly governed by the issuing platform terms of use, notwithstanding any conditions set out in the Contest Rules, as well as applicable law.

Prizes include only the elements set out in the description. Prize values are exclusive of, and the Sponsor(s) shall not be held responsible or sought after for reimbursement for, any taxes, fees, fines, or any other incidental costs or expenses incurred by the winner to obtain, transport, hold, keep, redeem or use the prize, or in connection to any merchandise or service obtained, in whole or in part, by redeeming, trading, selling, or otherwise coming into possession by way of, the prize.

The Sponsor(s) shall not be held responsible for, and shall be released and held harmless from, any and all liability for any injury, loss, or damage of any kind to the entrants, winners, or any other individual or entity, including, but not limited to, personal injury, death, property damage, financial losses, resulting, whether in whole or in part, directly or indirectly, from the acceptance, refusal, possession, use or misuse of any prize, from participation in any aspect of the Contest, any breach of the Contest Rules, or in any activity related to participating in the Contest or acceptance or use of the prize. Entrants agree to fully indemnify the Sponsor(s) from any and all claims by third parties relating to the Contest, without limitation.

The Sponsor(s) shall not be held responsible for the loss, damage, or theft of any element of a prize after the winner has accepted and taken possession thereof.

The winner of a prize retains the right to refuse the prize. If the winner of a prize refuses to accept the prize, the Sponsor(s) reserve the right to assign the prize to another entry at their sole discretion, and in the same manner as outlined in the Contest Rules. A winner who refuses a prize shall not be entitled to reimbursement or return of any costs incurred in entering the Contest, including the purchase of any merchandise or service in connection with the Contest, nor the return, release, or destruction of any materials or articles submitted as part of the entry requirements.

WINNER SELECTION

Where some portion or element of the prize is awarded on the basis of a “draw”

1. Draws will be conducted by the Sponsor(s) in a fair and expedient manner
2. Unless otherwise indicated, every effort will be made to ensure the probability of selection is uniform over all eligible entries, or otherwise in the manner prescribed in the Contest Rules

Where all or some portion or element of the prize is awarded based on the merit of submitted material or information, the determination of the winner is at the sole and exclusive discretion of the Sponsor(s) or an authorized agent thereof, and non-winning entrants shall not be entitled to any explanation, justification, or remedy of any kind by the Sponsor(s).

An entrant of a Contest chosen as the winner may be required to successfully complete a skill-testing question or task as a condition of winning. Entrants who refuse or fail to complete the skill-testing question or task to the satisfaction of the Sponsor(s) in their sole discretion will not be eligible to win the prize(s), and another winner will be chosen based on the criteria and process laid out in the contest details. The Sponsor(s) shall not grant recourse or remedy of any kind to entrants who fail to successfully complete the skill-testing question or task, except at their sole and unlimited discretion.

The winner(s) of a Contest will be contacted at the contact information provided at the time of entry, which may include a social media account or other digital account. If the Sponsor(s) are not able to contact the winner, if the winner fails to respond within five (5) business days, or if the winner fails to meet or prove eligibility to the satisfaction of the Sponsor(s) at their sole discretion, as outlined in these or the Contest Rules, the winner is deemed to have refused the prize.

The Sponsor(s) shall not be held responsible for any technical errors in the transmission or reception of communications with the winners, including human error, technical malfunctions of any computer hardware, software or device, malfunction or failure of any communication network or telecommunications equipment or software, including failures of transmission, as well as transmissions that are incorrect, unintelligible, incomplete or delayed.

Winners may be required to enter into legal agreements with the Sponsor(s), or with affiliated entities, as part of the terms and conditions of use of the prize or some prize element. These

agreements may include, but are not limited to, nondisclosure agreements, indemnity agreements, or limitations of liability. The Sponsor(s) reserve the right, at their sole discretion, to deem any refusal by the winner to enter into such an agreement to constitute refusal of the prize.

LICENSE

In the case that Work is submitted to the Sponsor(s) in connection, or to fulfill a requirement of entry, to a Contest, the entrant shall retain all right, title and interest in the Work, including copyright and trademark. The entrants shall grant to the Sponsor(s) gratuitous, unlimited, irrevocable and exclusive right to copy, display, transmit, use, modify, alter, adapt and reproduce any and all elements of the Work, in any medium now known or hereafter devised, from the date of entry or submission, in perpetuity and throughout the universe.

COLLECTION AND USE OF PERSONAL INFORMATION

By participating in a Contest, including the submission of an entry form or materials, the entrant grants to the Sponsor(s) the right to use his/her/their personal information for the purpose of conducting, administering, promoting, advertising or exploiting the Contest, including any personal information that may be transmitted by a web page or social media platform as part of the entry process, or personal information displayed conspicuously on a publicly-accessible web page or public space. The entrant acknowledges that the Sponsor(s) may, through the course of administering or conducting the Contest, disclose his/her/their personal information to one or more third party agents or services in connection with the Contest. The Sponsor(s) reserve the right to maintain a record of personal information provided by Contest entrants in perpetuity, except where prohibited by applicable Canadian law. Personal information will be used only for the identified purposes, and will be used and protected in a manner consistent with Federal and Provincial law, as well as Harry Rosen's privacy policy (see <https://www.harryrosen.com/en/privacy>)

TERMINATION AND MODIFICATION OF CONTEST

The Sponsor(s) reserve the right, in their sole and unlimited discretion, to terminate any Contest at any time, and/or to modify, amend, delay, suspend, or limit, in whole or in part, any Contest or any element of any Contest, including modifications to the Contest details, prizes, dates, rules, terms and conditions, for any reason and without prior notice.

DISCREPANCY

In the event that a statement, disclosure or other material related to the Contest, including material presented as part of the entry process, at a point of sale, on a website, on television, print, digital or other form of advertisement, social media pages or posts, is deemed to be inconsistent, or in disagreement with, the Contest Rules, the terms and conditions of the Contest Rules shall prevail.