



NIVEA AND AEROPLAN CONTEST

From October 8 to 14, 2009

Contest Rules

1. Nivea, Uniprix and Aeroplan are the sponsors of the Contest (the “Sponsors”).
2. This Contest is open to all Aeroplan® Members. If you are not registered with the Aeroplan Reward Program and do not have an Aeroplan card number, you can enrol by visiting any participating Uniprix store or by contacting the Aeroplan Service Centre at 1 800-361-5373 or by going directly online to www.aeroplan.com. Membership is free and immediate.

To be eligible to win and allow the Sponsors to contact you for the purposes of this Contest, you must ensure that the mailing address and telephone number indicated in your Aeroplan profile are correct and that your Aeroplan account is in good standing.

3. This Contest is open only to Quebec residents who have reached the age of majority and are Aeroplan members, except employees, representatives and agents of the Sponsors or Aeroplan or their respective affiliated companies (including Uniprix Inc. employees and all stores of the Uniprix network), and, if applicable, their respective advertising or promotional agencies, contest judges, contest prize suppliers, any other companies engaged in the development, production or distribution of materials for this Contest, and members of the immediate families of, or persons domiciled with, any of the above.
4. The Contest starts on October 8, 2009 at 9:00 a.m. ET and ends on October 14, 2009 at 10 p.m. ET (the “Contest Period”).
5. During the Contest Period, with the purchase of ONE (1) specially selected Nivea product advertised on the contest page in the October 8th Uniprix flyer and upon presenting your valid Aeroplan card, you will automatically be entered into the Contest. No purchase necessary to enter. You can enter the contest by sending a homemade entry form containing your name, address, postal code, Aeroplan number, telephone numbers (day and evening) and an original (no photocopies) essay of a minimum of 50 words explaining why you should win this contest. Please forward to this address:

Aeroplan
Niveau and Aeroplan Contest
5100 de Maisonneuve West, 6th floor
Montreal QC H4A 3T2
C/O: Jackie Valliear

Maximum of one (1) entry form per envelope. Your envelope must be postmarked by no later than October 14, 2009, failing which you will not be entered into the Contest. The Sponsors will not be responsible for lost, misdirected, stolen, ineligible or delayed entries, or those with insufficient postage. Only one (1) entry form per day per person during the Contest Period is permitted, including all participation methods.

6. There is (1) prize of 25,000 Aeroplan Miles to be won. The Aeroplan Miles have no cash value, but are redeemable under the Aeroplan program for flights and other rewards. The retail value of rewards obtained using Aeroplan Miles will vary depending on the Aeroplan Reward schedule and other factors; for additional details, visit www.aeroplan.com. The Aeroplan Miles may be redeemed only in accordance with the Aeroplan Program terms and conditions, which are subject to change without notice. Taxes, landing and departure fees and other charges and surcharges may apply to Aeroplan Reward travel, and are the sole responsibility of the winner. Additional Aeroplan Miles may be required. Rewards are subject to availability at the time of booking. Full terms and conditions of the Aeroplan Program are available online at www.aeroplan.com.
7. A random electronic drawing will take place on November 16, 2009 at 11 a.m. ET at the Aeroplan Head Office in Montreal. One (1) entry forms will be drawn at random from all eligible entry forms received. Odds of winning depend on the total number of entries received during the Contest Period.
8. To be declared a winner and claim a prize, a participant selected at random must be eligible under the contest eligibility criteria and official Contest Rules. In addition, the potential winner must:
 - a. Be reached by telephone by the Sponsors or their representatives within 16 days following the random drawing of an entry form selected at during the November 5, 2009 draw.
 - b. Accept the prize described in Section 6 above, and that this prize cannot be transferred, modified or surrendered for cash.
 - c. Correctly answer a mathematical skill-testing question, without assistance, to be administered by telephone by the Sponsors or their representatives at a mutually convenient time.
 - d. Complete and sign a declaration of compliance and release form and return it to Uniprix by the date indicated in the cover letter accompanying the form.
9. All prize claims are subject to verification of entrant eligibility and compliance with these Contest Rules. All selected entrants whose eligibility cannot be confirmed under these Contest Rules shall be disqualified. If a selected entrant cannot be reached within the 5-day period and if he/she does not respond or cannot comply with these Contest Rules 5 days after receipt of the selection notice, he/she will be disqualified and will lose the prize; the Sponsors can, at their sole and absolute discretion, select at random another eligible entrant and attempt to reach this entrant, who will also be subject to the same qualification rules. If this second randomly selected entrant is not eligible under the terms and conditions of these Contest Rules, no other entrant shall be selected. The prize shall be considered void.

10. Refusal by a selected entrant to accept the prize as described under Section 6 and according to the conditions of these Contest Rules, will release the Sponsors of all obligations relating to this prize for this entrant.
11. Please allow four (4) to six (6) weeks after the draw for verification of contest winners and awarding of prizes. Selected entrants will be contacted once their eligibility has been confirmed and they have been informed of prize claim modalities. The Sponsors will not be responsible for failed attempts at contacting a selected entrant.
12. The Sponsors reserve the right, at their sole discretion, to rescind, amend or suspend all or part of this Contest, in the event of an incident or any human intervention that could corrupt or affect the administration, security, impartiality or normal flow of this Contest as prescribed in these Contest Rules and upon approval by the Régie des alcools, des courses et des jeux du Québec (the “Régie”), if required. In all cases, Uniprix Inc. (Corporate Office) and its affiliates (all stores of the Uniprix network), Nivea their representatives and the official contest agencies, their suppliers of products and services relating to this Contest and their employees, agents and representatives will not be required to award more prizes than the number stipulated in these Contest Rules or award prizes other than those described in these Contest Rules.
13. By participating in this contest, each entrant accepts and agrees to these Contest Rules and all decisions of the contest judges (who may be employees, agents or independent contractors of the Sponsors), which shall be final and legally binding on the entrant in all matters relating to this Contest, including without limitation eligibility and/or rejection of an entry form. All entry forms become the property of the Sponsors and will not be returned. In order to be confirmed a winner and receive a prize, each selected entrant will be required to sign the declaration of compliance and release form, which confirms compliance with these Contest Rules and releases the Sponsors and Aeroplan and their respective affiliated companies (including all stores of the Uniprix network), agencies, contest prize suppliers and their respective officers, directors, employees and agents (collectively, the “Contest Group”) from all liability with respect to the entrant’s participation in this Contest and the awarding or use of the prize.
14. Each winner agrees to the use of his/her name and photograph for publicity purposes without further compensation.
15. If, for reasons out of their control and unrelated to the winner, the Sponsors cannot award the prize (or part of the prize) as described in these Contest Rules, they reserve the right to award a prize (or part of a prize) of equal value, or, at their sole discretion, the cash value of the prize (or part of the prize).
16. By entering this Contest, each entrant acknowledges and agrees that the Contest Group: i) shall have no liability of any kind whatsoever with respect to this Contest and/or the awarding or use of the prize; ii) makes no guarantee or representation of any kind concerning the prize; iii) disclaims any implied

warranty; and (iv) is not liable for injury, loss or damage of any kind resulting from the entrant's acceptance or use of the prize or otherwise from such entrant's participation in this Contest. The Contest Group is not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, the Contest Rules, the selection and announcement of winners or the distribution of the prizes.

17. Uniprix Inc. duly paid the related contest fees to the *Régie des alcools, des courses et des jeux*, as required by all applicable laws.
18. Any litigation regarding the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation regarding the awarding of a prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.
19. This Contest is subject to all applicable federal, provincial, and municipal laws. All questions relating to the development, validity, interpretation and binding nature of these Contest Rules, and the rights and obligations of entrants and Sponsors relating to this Contest shall be governed and interpreted in compliance with the applicable laws in the province of Quebec and Canadian laws effective in that province.
20. Unless entrants otherwise indicate, the personal information gathered about entrants in the course of this Contest will be used solely by the Sponsors for the administration of the Contest and in connection with any publicity relating to the Contest.
21. The names of winners may be forwarded to any person who makes such a request and upon reception of a pre-stamped envelope. Requests must be forwarded to the attention of Jackie Valliear at the address indicated in section 5 above.
22. In the event of any discrepancies between the English language version of these official rules and the French language version, the French language version shall prevail.
23. A copy of these Contest Rules is available under the Aeroplan section of the Uniprix website at www.uniprix.com and in Uniprix stores.

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