

Nivea and AEROPLAN CONTEST
From May 27 to June 2, 2010

Contest Rules

1. Nivea 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 and Ontario residents who have reached the age of majority and are Aeroplan members, except employees, representatives and agents of the Sponsors or Aeroplan or their affiliated companies (including all stores of the Uniprix network), and, if applicable, their respective advertising or promotion 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 May 27th, 2010, at 9:00:00 a.m. ET and ends on June 2nd, 2010, at 10:00:00 p.m. ET (the "Contest Period").
5. During the Contest Period, with any purchase of Nivea for Men products, 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 like shopping at Uniprix. The above information must be sent to the following address:

UNIPRIX
C/O: Susan Jasmin
Nivea and Aeroplan Contest
5000 Metropolitain East blvd
Montreal QC H1S 3G7

Maximum of one (1) entry form per envelope. Your envelope must be postmarked by no later than June 2nd, 2010, 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. Total value of the prizes: \$1,150
Total number of 2 winners.

Prizes : one of two patio heaters (Approximate value of \$575 each).

7. A random electronic drawing will take place on June 30st, at 11:00:00 a.m. ET at the Uniprix Head Office in Montreal. Two (2) 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. The potential winner must:

- a. Be reached by telephone by the Sponsors or their representatives within 5 days following the random drawing of an entry form selected at random during the June 30st, 2010 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 before 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 disqualification rules. If this second randomly selected entrant is not eligible to 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, Aeroplan 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 its 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. 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 Susan Jasmin at the address indicated in section 5 above.

20. 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.

21. 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 will be used by the Sponsors in connection with any publicity relating to the contest.

22. A copy of these Contest Rules is available under the Aeroplan section of the Uniprix website at www.uniprix.com and in Uniprix stores.

23. 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.

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