# DEPEND PUNCHCARD PROGRAM Kimberly-Clark World Wide OFFICIAL RULES

By entering this Promotion, entrants agree to abide by these Official Rules. The information you provide will only be used in accordance with the Promotion Sponsor's privacy policy.

#### 1. PROMOTION DESCRIPTION

The "**DEPEND® PUNCHCARD PROGRAM**" (the "**Promotion**") commences at 12:00:00 AM (PM) on August 10, 2016, and concludes at 11:59:59 PM. (PT) on December 31, 2017 (the "**Promotion Period**"). The Promotion is brought to you by Kimberly-Clark World Wide. ("**KCWW" or** "**Promotion Sponsor**"), distributors of DEPEND® products.

### 2. ELIGIBILITY

The Promotion is open to all legal residents of Canada who have reached the age of majority in the province/territory in which they reside as of the first day of the Promotion Period.

Notwithstanding this, the Promotion is not open to the employees, agents or representatives of the Promotion Sponsor (including their respective divisions, subsidiaries, affiliates and advertising or promotional agencies) and suppliers providing prizes or other materials or services in connection with this Promotion (collectively, the "Excluded Individuals"). This Promotion is also not open to the immediate family members of the Excluded Individuals, and all other persons with whom the Excluded Individuals reside.

## 3. HOW TO ENTER

**Gift with Purchase:** an eligible entrant (the "Entrant") must purchase four (4) units of Depend® over time from a Qualifying Retailer (Appendix A) and enter online at <a href="https://www.confidencewithdepend.ca">www.confidencewithdepend.ca</a> during the promotional period with a selection from the SnippRewards library. Entrants must then snap/upload the receipt(s) and follow all online instructions to receive a reward with purchase (while rewards last). Maximum number of rewards available throughout the promotional period is 3,000. As rewards are claimed, the number available will diminish.

The Gift consists of the participant's choice of a PrePaid Virtual Visa<sup>®</sup> Reward, or an Ultimate Dining Virtual Restaurant Reward or a Cineplex Movie Virtual Reward. Each Virtual Reward will have a \$15.00 CDN value at the outset. **Limit 5 Rewards per household.** 

### 4. GENERAL

6.1. The decisions of the Promotion Sponsor are final, and Entrants agree to abide by all of the instructions and decisions of the Promotion Sponsor. In the event of any dispute regarding the interpretation of these Official Rules or any decision rendered by the Promotion Sponsor, the decision or interpretation of the Promotion Sponsor shall prevail.

- 6.2. All entries become the sole property of, and are subject to verification by the Promotion Sponsor. Any entry that is illegible, incomplete, altered, or contains false information, is invalid.
- 6.3. Any attempt to tamper with the entry process, interfere with these Official Rules and Regulations, deliberately damage any website or undermine the administration, security or legitimate operation of the Promotion, (collectively referred to as "Prohibited Acts"), is a violation of law, and the Promotion Sponsor reserves the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying Entrants from this and future KCWW Promotions. For further clarity, Prohibited Acts include, without limitation:
- (i) <u>Use of automated equipment</u> the use of any automated equipment to participate in this Promotion is prohibited.
- 6.4. The Promotion Sponsor assumes no responsibility for: entries lost, stolen, delayed, damaged or misdirected, or for the failure, interruption, technical malfunction or delay of any email or other communication to be received, for any reason; any incorrect or inaccurate information, whether caused by Promotion website users or by an equipment or programming associated with or utilized in the Promotion by any technical or human error which may occur in the processing of entries in the Promotion; problems with the function of any website or website feature howsoever caused; the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data or software, online systems, servers or access providers; any functionality lost due to not having cookies enabled; traffic congestion on the Internet; the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer "hackers".
- 6.5. Subject to applicable law and the approval of the Régie des alcools, des courses et des jeux in Quebec, the Promotion Sponsor reserves the right, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Entry with these Official Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Promotion Sponsor, affect the proper administration of the Promotion as contemplated in these Official Rules.
- 6.6. By entering the Promotion, each Entrant agrees to abide by these Official Rules and Regulations, which are subject to change without notice to Promotion Entrants individually, and each Entrant releases the Promotion Sponsor, its parents, affiliates, subsidiaries, directors, officers, employees, representatives, agents and advertising and promotional agencies, from any damage, loss or liability suffered as a result of or arising from the Entrant's participation in Promotion or the use of any prize.
- 6.7. RELEASE/PRIVACY/USE OF APPLICANT INFORMATION: By entering this Promotion, each Entrant agrees: (a) to use of Entrant's personal information by the Promotion Sponsor for the sole purposes of administering the Promotion and awarding prizes; and (b) to execute the Release Documentation described in these Official Rules. Entrants'

personal information will not be provided to any third parties or used for marketing purposes. By accepting a prize, winner grants permission to the Promotion Sponsor to use his or her name, photograph, likeness, voice, prize information and/or biographical information for publicity and promotional purposes in connection with the Promotion without further compensation, unless prohibited by law.

- 6.8. The Promotion is subject to all applicable federal, provincial and municipal laws and regulations.
- 6.9. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Official Rules, as applicable, the English version shall prevail, govern and control.
- 6.10. **For Quebec Residents:** Any litigation respecting the conduct or organization of a publicity Promotion may be submitted to the Régie des alcools, des courses et des jeux 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.
- 6.11. **Privacy:** To view Promotion Sponsor's applicable Privacy Policy visit <a href="http://www.kimberly-clark.com/privacypolicy.aspx">http://www.kimberly-clark.com/privacypolicy.aspx</a>

## **5. REWARD DETAILS**

- 7.1 Prepaid Virtual Visa® CAD Reward will expire after 7 months from activation. Consumers may use online, over the phone, instore anywhere Visa debit is accepted.
- 7.2 The Visa reward will be delivered via email. Click the link and the choice is yours. Select a virtual Prepaid Visa account, ready for use instantly. Use your account at worldwide merchants where Visa debit is accepted online or over the phone. Or, select a physical Prepaid Visa Card, to be mailed to you (handling fee of CAD 3.00 to be deducted from card balance). Use your card at physical merchant locations, online or over the phone where Visa debit is accepted. The digital reward website provides balance information and transaction history to help you keep track of all your rewards. Card is issued by Peoples Trust Company pursuant to a license from Visa Inc.
- 7.3 This reward is non-refundable. The full terms and conditions are available on the digital rewards claim site. Click on "Product Terms" prior to selecting a virtual Visa account or physical Visa card. Swift Prepaid Solutions is the Service Provider for your Redemption Account and associated Card Accounts. Your Program Sponsor is the entity that marketed and/or distributed the reward, and is either a direct or indirect Client of Swift Prepaid
- 7.4 The merchants represented are not sponsors of the rewards or otherwise affiliated with Kimberly-Clark Worldwide. The logos and other identifying marks attached are

<sup>®</sup> indicates registration of Kimberly-Clark Worldwide

trademarks of and owned by each represented company and/or its affiliates. Please visit each company's website for additional terms and conditions.

7.5 The Ultimate Dining Card Disclosures. The Merchant (the "Merchant") Gift Cards are sold and distributed by Buyatab Online Inc. ("Buyatab"), a Canadian corporation. Although Buyatab is the channel through which such Gift Cards are sold, the contract governing the obligation, ownership, use and redemption of Gift Cards is between you and the Merchant. By accessing this site, and by purchasing a Gift Card on this site, you agree to be bound by the legal terms and conditions governing the sale and use of Gift Cards as defined by the Merchant and under the laws relevant to the jurisdiction of the Merchant, without regard to principles of conflict of laws. The Merchant reserves the right to revise these Legal Terms and Conditions at any time.

7.6 Cineplex Disclosures. Gift Cards are not refundable. Cards must be present when being used for payment. Further terms & conditions apply, please visit www.Buyatab.com. Customer Support: 1-888-267-0447.

## Appendix A:

Retailer
7-Eleven
Beckers
Canadian Tire Gas
Canadian Tire Gas
Circle K
Couche-Tard
Esso Convenience
Husky Convenience
Irving Convenience
LCL Gas
Mac's
Needs Conveience
Petro Canada Convenience
Pioneer
Shell Convenience
Ultramar Convenience
Wilsons
Familiprix
Jean Coutu
Lawtons
PharmaPlus
PharmxRexall
Shoppers Drug Mart/Pharmaprix
Uniprix
Atlantic Co-op

7
Atlantic Superstore
Calgary Co-op
Coleman & Sons (*as bias)
Coopers
Dominion (LCL)
Extra Foods
Federated Co-op
Food Basics
Foodland
Fortino's
FreshCo
HYLouie IGA
IGA Alberta
IGA Man/Sask
IGA Quebec
Loblaws/Loblaw Great Food
Longos
Maxi
Maxi & Co.
Metro
No Frills
Other
Overwaitea
Price Chopper
Price Smart
Provigo
Real Canadian Superstore
Real Canadian Superstore (East)
Safeway
Save Easy
Save On Foods
Sobeys
Super C
Super Valu
Thrifty Foods
Valumart
Wal-Mart Supercentre
Walmart Supercentres
Your Independent Grocer
Zehrs/Zehrs Great Food
Walmart
Club Entrepot Provigo
Costco
COSTCO

The Real Canadian Wholesale Club
Best Buy
Canadian Tire
Future Shop
Staples
The Bay
Toys R' Us
Giant Tiger
Northern Stores
Northmart Stores
Solo Stores
London Drugs
Pharmasave