

LOBLAWS INC.

LOBLAW DIGITAL X MICROSOFT MACHINE VISION HACKBYTE

OFFICIAL COMPETITION RULES

1. Welcome

The 2019 Loblaw Digital x Microsoft Machine Vision Hackbyte Competition (“**Competition**”) is sponsored by Loblaws Inc. (“**Loblaw**”) and Microsoft Canada Inc. (“**Microsoft**”) (each a “**Sponsor**” and collectively “**Sponsors**”). The Competition is administered by Loblaws Inc. (the “**Administrator**”). These are the official competition rules (“**Official Rules**”).

2. Eligibility

- (a) To be eligible, you must be a legal resident of Canada (excluding Quebec) and be at least 18 years of age at the time of entry and be in attendance at the Competition to taking place at 40 Hanna Avenue, Suite 500, Liberty Village, Toronto, ON, M6K 03C on 22 to 23 June, 2019 (the “**Event**”) (“**Entrant**” or “**Entrants**”).
- (b) Employees and contingent staff of Loblaw are also eligible to enter and participate in the Competition; however, are not eligible to win a prize.
- (c) Specifically excluded from this Competition are: (a) employees, officers, directors, agents, representatives, and advertising and promotional agencies of Microsoft, and its respective subsidiaries and affiliates or other representatives, as applicable; (b) agents, representatives, and advertising and promotional agencies of Loblaw and its respective subsidiaries and affiliates or other representatives, as applicable, and (c) any immediate family members (regardless of where they live) of a person excluded under (a) and (b) or persons with whom a person excluded under (a) and (b) is domiciled (whether related to that person or not). In these Official Rules, “immediate family” includes parents, mother, father, brothers, sisters, sons, daughters, partners or spouse or common law partner. In addition, Sponsor committed to complying with government gift and ethics rules and therefore government employees are not eligible to participate.

3. Competition periods

Entrants may enter the contest from June 7, 2019 until 11:59 pm Eastern Time (“**ET**”) on June 20, 2019 (“**Entry Deadline**”). The Competition will begin on June 22, 2019 at 12:00pm ET and will end on June 23, 2019 at 12:00pm ET (the “**Competition Period**”).

4. How to enter

To enter, eligible individuals must (i) visit <https://www.eventbrite.ca> (ii) read the details of the Event as well as the Official Competition Rules, (iii) select Register, (iv) select the number of individuals in your group (from three (3) to six (6)), if you do not have a team, one will be assigned to you (v) complete the registration form on behalf of yourself and / or your team, and (vi) complete the registration by accepting Eventbrite’s terms of service and privacy policy.

Entrants have the option to opt-in to receive information from Loblaw Companies Limited regarding recruitment opportunities.

5. **Entry limit**

Limit of one (1) Entry per Group (as defined in section 6).

6. **How to play**

Entrants will be required to follow the instructions of Sponsor's representatives at the Event to develop a functioning prototype of an application of Machine Vision using physical computing resources or Microsoft Azure Environment ("**Entry**"). Entrants must participate as a group consisting of a minimum three (3) and up to a maximum of six (6) eligible Event attendees (each, a "**Group**"). The Competition will continue until 12:00pm ET on June 23, 2019 ("**Competition End Time**"). Only one (1) Entry may be submitted per Group.

7. **Judging; Judging Criteria and Scoring Method; Process for breaking ties**

- (a) **Judging and Judging Criteria.** A panel of five (5) qualified judges ("**Judges**") will select the (i) two (2) highest-scoring Entries in accordance to the process described in this section eligible for the first and second prizes (set out in section 7 below) and (ii) one (1) Entry for best retail-specific innovation. The selection will be based on the Judges assessing the Entries against the following criteria ("**Judging Criteria**"):
 - (i) **Impact** - what is the size of problem being solved and the value of the Entry (0 - 5 points)
 - (ii) **Innovation** – how unique is the Entry (0 - 5 points)
 - (iii) **Quality** – of the overall design and execution of the Entry (0 - 5 points)
 - (iv) **Presentation** – is the presentation well done? Is the idea fleshed out and easily pitched? Was the project idea clear? (0 - 5 points)
 - (v) **Design** – is the solution beautiful? Is it technically elegant? Is it user-friendly? Does it consider the target audience and the end user? (0 - 5 points)

The Judges' decision is final.

- (b) **Scoring method.** Each Group will receive a score based on the average scores from all of the Judges.
- (c) **Process for breaking ties.** In the unlikely event it becomes necessary to break a tie between the Entries, the Groups are required to take part in a five (5)-question Machine Vision-related trivia challenge, and the Group with the highest score will be the winner.
- (d) **Other rules concerning judging.** Judges reserve the right in their sole discretion to select fewer than the stated number of or potential winners if there is an insufficient number of eligible Submissions, or an insufficient number of eligible Submissions meeting the minimum scoring of 12. Sponsor will not disclose judging scores.

8. Prizes

There following prizes ("**Prize**") are available to be won:

- (a) **First Prize:** \$4,000 in Visa prepaid cards, to be divided equally among the Group. Approximate retail value (APR) of \$4,000.
- (b) **Second Prize:** \$1,000 in Visa prepaid cards, to be divided equally among the Group. APR of \$1,000.
- (c) **PC Optimum Prize:** 2,500,000 PC Optimum points for the best retail-specific innovation as selected by the Loblaw Judges, to be divided equally among the Group. APR of \$2,500.

9. Prize substitution and conditions

Unless otherwise specified, for the remainder of these Official Rules, Prize refers to all Prizes.

Prize must be accepted as awarded without substitution and is non-transferable. The Prize has no cash-surrender value. The Sponsors reserve the right, in their sole discretion, in the event that the Prize or any component of any Prize cannot be awarded as described for any reason, to substitute and/or modify the Prize or component of Prize with (a) prize(s) of equal or greater value, without liability.

10. Odds of winning

The odds of winning depend on skill and meeting the Judge's Criteria.

11. Entry verification

All Entries are subject to verification. Proof of submission does not constitute proof of receipt. All Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Official Rules may be disqualified by the Administrator. Sponsors take no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed Entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Competition.

If the identity of an Entrant is disputed, the authorized account holder associated with the e-mail address submitted the time of Entry will be deemed to be the Entrant. An Entrant may be required to provide proof that he/she is the authorized account holder associated with the Entry.

Any attempt by any Entrant, to obtain more than the stated maximum number of Entries by using multiple/different names, email addresses, accounts, identities, registrations and logins, or any other methods, or has entered or participated in any fashion not sanctioned by these Official Rules will void that individual's Entry and eligibility to win the Prize and that individual will be disqualified from the Competition and, at the sole discretion of the Administrator, any of the Sponsor's other promotions.

Sponsors reserve the right at their sole discretion to disqualify, from this Competition and any future Competition or other promotion conducted by Sponsors, any individual, including but not limited to an Entrant, that they find or believe to be tampering with the entry process or the operation of the

Competition; to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

12. **Competition release**

By entering the Competition, Entrants agree to forever release, discharge and hold harmless Sponsors, and their parent, related or affiliated companies, affiliates, subsidiaries, their advertising and promotional agencies and their respective officers, directors, employees, partners, representatives, successors, assigns and agents (the “**Releasees**”), from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, whether directly or indirectly, by (a) entering and participating in the Competition, including any part related to the Competition, (b) the acceptance, possession, participation, use or misuse of the Prize, including travel to and from any Competition-related event, and (c) any claims based on personality, privacy rights or defamation. By participating, Entrants agree to be bound by these Official Rules, including all eligibility requirements, and to the decisions of the Administrator, whose decisions are final and binding in all respects. Failure to comply with these Official Rules may result in disqualification from the Competition.

The Releasees assume no responsibility or liability is assumed for any computer, telephone, cable, network, satellite, electronic or hardware or software malfunctions, failures, connections, traffic congestion, labour unrest, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information.

13. **Prize release**

If an Entrant wins a Prize and accepts the Prize, such acceptance shall mean full satisfaction of the entitlement as an Entrant and winner in the Competition and the Entrant fully discharges and forever releases the Releasees, of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Releasees in connection with the Prizes.

The Entrant also acknowledges that none of the Releasees has offered any warranty or guarantee respecting the Prizes. Further, the Entrant assumes all responsibility and liability for any loss, injury or damage to any persons or property, which results from the Entrants actions or omissions, whether negligent or otherwise, in connection with the Prizes.

14. **Limitation of Liability**

By entering this Competition, each Entrant accepts and agrees to these Official Rules and the decisions of the Administrator, which shall be final.

The Sponsors accept no responsibility for loss, damage or claims caused by or resulting from the Competition or acceptance of the Prize. The Sponsors will not be responsible for late, lost, illegible, incomplete, falsified or destroyed Entries and all such Entries are void. Entries that have been falsified, tampered with or altered are void. The Sponsors do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof.

The Sponsors extend absolutely no representations or warranties in respect of any Prize and accept no liability arising in respect of such Prize or in the use thereof.

15. Tax information

Prizes may be subject to statutory tax withholding and remittance obligations under applicable law. All federal, provincial, local, and other taxes on the Prize, if any, are the sole responsibility of the Winner.

16. Jurisdiction and legal warning

This Competition is subject to applicable federal, provincial and municipal laws and regulations. The Official Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations as between the Entrant and the Sponsors in connection with the Competition shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

17. Administrators Rights

The Administrator reserves the right to terminate or suspend this Competition or to amend the Official Rules at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Competition is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Competition is corrupted or adversely affected, including without limitation by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, the Administrator reserves the right to cancel, terminate, modify or suspend the Competition, including without limitation the cancellation of any method of entry or the extension or modification of the Competition start and end dates. The Sponsors shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Competition.

Sponsors reserve the right at their sole discretion to disqualify, from this Competition and any future Competition or other promotion conducted by Sponsors, any individual that they find or believe to be tampering with the entry process or the operation of the Competition or Competition Website; to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

18. Publicity

By participating in this Competition, each Entrant consents to the use of his/her name, address (city and province/state), likeness, biographical information, photograph, video recording, voice, statements and Entry information submission, without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsors, for advertising and/or publicity purposes in any and all media (now or

hereafter known) throughout the world, in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.

19. **Personal information**

By participating in the Competition, your personal information will be collected, used, disclosed and otherwise processed in the following manner:

- **When you register to enter the Competition:** In order to register for Competition, Entrants must visit the Eventbrite website. The personal information collected in connection with registering to the Competition will be managed in accordance with Eventbrite's privacy statement which is available at https://www.eventbrite.ca/support/articles/en_US/Troubleshooting/eventbrite-privacy-policy?lg=en_CA
- **By participating in the Competition:** By participating in the Competition, your personal information will be managed in accordance with the Sponsors' privacy policies, for the purposes of administering the Competition as specified in these Official Rules. Visit: <https://loblaw.ca/en/privacy.html> for Loblaws Inc. privacy policy and <https://privacy.microsoft.com/en-ca/privacystatement> for Microsoft's privacy policy.
- **Recruitment:** If you opt-in to join the recruitment list, your personal information will be managed in accordance with Loblaws Inc.'s privacy policy.