

P&G PROMOTION: Spend \$100 on qualified P&G Costco Products and get a \$25 Costco Digital Shop Card or Spend \$200 on qualified P&G Costco Products and get \$50 in Costco Digital Shop Cards.

Full Terms and Conditions

PURCHASE IS NECESSARY. A VALID E-MAIL ACCOUNT IS REQUIRED.

AGREEMENT TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS

By submitting your receipts and requesting a Costco Digital Shop Card in connection with this Program (defined below), you are signifying your agreement that you have read and agree to be legally bound by these Full Terms and Conditions (the "**Terms and Conditions**").

SPONSOR

This Program is sponsored by Procter & Gamble, Inc., 4711 Yonge St, Toronto ON, M2N 6K8 Canada (the "Sponsor"). DO NOT MAIL ANYTHING TO THIS ADDRESS.

Costco Wholesale Canada Ltd. ("**Costco**") is not the Sponsor of the Program and is not responsible for the management or administration of this Program, including the storage of personal information.

ELIGIBILITY

The P&G Spend and Get Costco Digital Shop Card (the "**Program**"), as more fully described below, begins on February 26, 2024, at 12:00:00 a.m. EST and ends on April 27 2024, at 11:59:59 p.m. EST. Purchases must be made between February 26, 2024, at 12:00:00 a.m. EST and April 07, 2024, at 11:59:59 p.m. EST (the "**Purchase Period**"). Submissions (defined below) must be made in accordance with the HOW TO PARTICIPATE section. Participation in the Program is only open to legal residents of Canada who are age of majority in the province or territory in which they reside at the time of participation, and who are Costco members in good standing with a valid email address (each such resident, a "**Participant**"). Employees of 3 Tier Logic (3TL, 301 - 1062 Homer Street, Vancouver BC, V6B 2W9), TOPBOX Inc. (TOPBOX Inc. 53B Tycos Dr. North York, ON M6B1W3), Surecall (SureCall Contact Centers Ltd. 2535 3 Ave SE Suite 410, Calgary, Alberta T2A7W5) and their respective affiliated and related companies including, without limitation, their respective parent, sister and subsidiary companies, advertising and promotional agencies, or other party in any way involved in the development or administration of this Program (collectively, the "**Program Parties**"), suppliers of materials or services related to the Program. In these Terms and Conditions, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Terms and Conditions, to participate in or to disrupt this Program, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The Sponsor, Program Parties, Costco, and each of their respective officers, directors, agents, representatives,

successors, assigns, parent corporations, subsidiaries, affiliates and distributors (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete, or illegible Submissions (as defined below, and all of which are void).

THE PROGRAM

Sponsor is offering Participants the opportunity to receive either a \$25 Costco Digital Shop Card when they spend \$100 or \$50 when they spend \$200 (the "Reward"), on P&G participating products (as set forth on Exhibit A attached hereto, the "Participating Products"), after discounts and before taxes, applicable fees and shipping costs (unless the applicable fees and/or shipping costs are included in the quoted price), from any Costco warehouse located in Canada and/or online at Costco.ca, Costcobusinesscentre.ca, Sameday.costco.ca or Memejour.costco.ca, during the Purchase Period. Price Adjustments are not permitted on Participating Products purchased under the scope of the Program. Availability of Participating Products is subject to inventory and may vary by location. Purchases may be made over multiple transactions during the Purchase Period and aggregated for purposes of reaching the qualifying total purchase amount. A limit of \$50 in Rewards per Costco member is permitted during the Purchase Period.

HOW TO PARTICIPATE

Participants may participate in the Program by completing all of the following steps: (a) purchase at least \$100 or \$200 (after discounts and before taxes, applicable fees and shipping costs (unless the applicable fees and shipping costs are included in the quoted price)) of Participating Products from any Costco warehouse located in Canada and/or online at Costcobusinesscentre.ca, Sameday.costco.ca or Memejour.costco.ca; (b) submit a qualifying proof of purchase; and (c) submitting a Reward request using one of the methods set out below (each submission, a "Submission"). A qualifying proof of purchase includes a photo of the warehouse sales receipt, online shipping email confirmation, or delivery order receipt issued by Costco ("Receipt"). Personal receipts only. Each Receipt must clearly show the retailer name, purchase amount, date, time, location and Participating Product(s) purchased during the Purchase Period. Purchases may be made over multiple transactions during the Purchase Period.

- (i) Online Submission of an in-store receipt. Participant may take up to three photographs (jpeg, png file types with a maximum file size of 5MB each) of the eligible warehouse sales receipt(s) in its entirety (such photograph(s), an "Image"). Note: Participants are encouraged to blank out any personal information that appears on the sales receipt. Participants with more than one eligible sales receipt(s) must upload them individually. Participant must visit www.getpgoffer.ca ("Program Website") to register for the Program and upload the Image. Participant must complete the registration which includes full name, email address and Costco membership number.
- (ii) Online Submission of an online receipt.
 - a. In the case of online purchases from Costco.ca or Costcobusinesscentre.ca, Participant must visit the Program Website to register for the Program and forward the shipping confirmation email related to the purchase of Participating Products to Spendget@receiptprocessor.com to complete the submission.
 - b. In the case of online purchases from <u>Sameday.costco.ca</u> or <u>Memejour.costco.ca</u>, Participants must visit the Program Website to register for the Program. After the order is delivered, participants must forward the Sameday delivery order Receipt to <u>spendget@receiptprocessor.com</u> to complete the submission. Note that the email MUST be forwarded with no changes made to the body of the

email or subject line. The email address used for participation in the Promotion must match the email address on the forwarded Sameday order delivery receipt.

All online Submissions, regardless of method, must be received by May 1, 2024 11:59:59 p.m. EST. Online receipts must be submitted online and cannot be mailed-in for processing.

(iii) **Mail-in Submissions.** Participants may obtain a Submission form from a Costco warehouse, or print a Submission form from the Program Website, and mail the completed Submission form to:

P&G Costco Rebate Topbox Marketing 53B Tycos Dr North York, ON M6B1W3

Mail-in Submissions should include Participant's full name, complete mailing address, email address, Costco Membership ID, date and month of birth, and telephone number (optional), along with legible copies of the Receipt(s). Mail-in Submissions must be postmarked no later than May 01, 2024 and received by May 12, 2024. Mail-in Submissions must be legibly printed to be eligible.

If a Submission is incomplete or fails to meet any of the Terms and Conditions, no Reward will be issued. Participants should keep copies of all Reward Submission documents. All Submissions become the property of Sponsor and will not be returned.

Limitations:

- Purchases of Participating Products by non-members or Costco members that are not in good standing are not eligible for the Program.
- Costco members' in-warehouse purchases of Participating Products must be made in a warehouse located in Canada to qualify.
- Costco members' online purchases of Participating Products only qualify if the purchases were made on one of the following four websites:
 - o Costco.ca
 - o Costcobusinesscentre.ca
 - o Sameday.costco.ca
 - o Memejour.costco.ca
- For clarity, online Purchases of the Participating Products on any other website, do not count towards the spend necessary to participate in the Program.

PROCESSING OF SUBMISSIONS

The process to validate a Submission will take up to two business days. The Sponsor will then notify the Participant via email whether such Submission has been successfully validated. If the Submission cannot be validated at that time, as determined by the Sponsor in its sole and absolute discretion, a reason will be provided to the Participant. It is the responsibility of the Participant to check the email account provided by the Participant at the time of registration on the Program Website or in the Mail-in Submission form for such notification including Participant's inbox, spam, or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a Participant's mailbox to receive e-mail messages. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Participating Products from Costco at any warehouse located in Canada, or online at Costco.ca, Costcobusinesscentre.ca or Sameday.costco.ca, Memejour.costco.ca) will be void. Receipts that cannot be verified for any reason will be rejected, as determined by the Sponsor in its sole and absolute discretion.

The Reward will be emailed to the Participant within 5-7 business days from the day the Submission was successfully validated by or on behalf of the Sponsor.

VERIFICATION

All Submissions and Participants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to request additional information when processing a Reward Submission request. Failure to provide such information to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a Submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Program computers or Sponsor.

DELIVERY OF REWARDS

Participants who are eligible to receive a Reward (as determined by the Sponsor, in its sole and absolute discretion and in accordance with these Terms and Conditions) will receive the Reward via email. Rewards will only be delivered to the email address the Participant provided at the time of registration on the Program Website or on the Mail-in Submission form associated with their Submission, subject to verification of eligibility and compliance with these Terms and Conditions. No responsibility is assumed by the Released Parties for any deliveries that are returned as undeliverable, or for any Reward after it has been sent to the Participant. Allow 5-7 business days from the date of submission review to delivery of Rewards.

Terms of the Costco Digital Shop Card apply, which are subject to change at any time by Costco. Acceptance of the Reward Digital Shop Card constitutes acceptance of the Shop Card terms and conditions (the "**Reward Provider Terms**") as follows, subject to any changes which can be seen on Costco's website (https://www.costco.ca/.product.100810013.html):

- Issued by Costco Wholesale Canada Ltd.
- No expiry date
- Non-negotiable instrument
- May not be resold or transferred
- Any outstanding balance on purchases are the responsibility of the Participant.
- Cannot be used at Costco Gas Stations or Costco Food Court
- Balances cannot be reloaded or increased
- Warehouse Shopping
 - Balances can be applied toward Costco merchandise at any Costco location in Canada, the United States or Puerto Rico. All balances will be in Canadian funds and will be subject to current exchange rates.

Online Shopping

- Only Costco members with a valid <u>Costco.ca</u> account can use the Costco Digital Shop Card to shop online at <u>Costco.ca</u> or <u>Costcobusinesscentre.ca</u>
 - Exclusions: the Costco Digital Shop Card cannot be applied to online purchases on <u>Sameday.costco.ca</u> or <u>Memejour.costco.ca</u>
- Balances can be applied toward Costco membership subject to Membership Conditions & Regulations
- Balances cannot be applied as payment to any credit card or charge account(s) or redeemed for cash, unless required by law
- Balances can be accessed by entering the Costco Digital Shop Card Number and PIN provided at the following link: (https://www.costco.ca/costco-shop-card)
- Neither P&G, Costco nor any of its affiliates are responsible for the Participant's use of the Costco Digital Shop Card
- Costco Digital Shop Card will be immediately void if Costco determined that it was at any time obtained illegally (including by fraud, theft, or other criminal act or failing to tender proper payment) or if it is altered

- Delivery to an incorrect but deliverable email address as provided by the Participant is the responsibility of the Participant
- Costco is not responsible for lost or stolen Costco Digital Shop Card(s). If your Costco Digital Shop Card is lost or stolen, and you have proof of purchase, Costco will issue a replacement for the shown value on our records from Costco Wholesale Member Service (1-800-463-3783)
- Costco Digital Shop Card(s) received in error are subject to cancellation
- Costco reserves the right to change the Reward Provider Terms at its discretion

No substitutions are permitted. Rewards will only be sent to the Participant whose verifiable full name and valid email address appears on the registration or mail-in submission form associated with the Submission in question. Participant is responsible for any damage/loss due to use of a Reward. By participating in the Program, Participant agrees to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse, or possession of any Reward.

GENERAL CONDITIONS

This Program is subject to all applicable federal, provincial, municipal, and local laws and regulations. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all entrants without right of appeal. The Program is void where taxed, prohibited, or restricted by law. Applicable tax, if any, is the sole responsibility of the Participant.

By entering this Program, each Participant expressly consents to the Sponsor, its agents and/or representatives, including the Program Parties, storing, sharing, and using any personal information submitted by the Participant for the purpose of administering the Program. Information collected from Participant is subject to Sponsor's privacy policy found at the Program Website at www.getpgoffer.ca and will be used and disclosed for the purpose of administering this Program. If Participant agrees to opt-in to Costco electronic communication, applicable information collected is subject to Costco's privacy policy found at https://privacypolicy.pg.com/en/. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

Personal information does not include aggregate information, such as data about a group or category of products, from which individual customer identities have been removed. Information about the products you purchase may be collected and combined with information about the products purchased by others, but no personal information will be included in the resulting data, which may be collected, used, or disclosed among the Released Parties for market research purposes after the Promotion Period.

The Released Parties will not be liable for: (i) any failure during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Submission and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a Participant's or any other person's computer or other device related to or resulting from participating in the Program; (v) and/or any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Terms and Conditions, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any Participant, Submission and/or other information with these Terms and Conditions, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms and Conditions, or for any other reason. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms and Conditions, in any way without prior notice or obligation, in the event of any accident, printing, typographical, administrative, or other error of any kind, or for any other reason whatsoever. In the event of cancelation, all verified and approved Submissions submitted prior to cancelation will still be fulfilled.

In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, print or online advertising, these Terms and Conditions shall prevail, govern, and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Program (the "Parties") shall be governed by and construed according to the federal laws of Canada and provincial laws in effect in Ontario, 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. In respect of Quebec residents, these Terms and Conditions are governed by the laws of the Province of Quebec and the federal laws applicable in Quebec.

NOTE: The following paragraph does not apply where the Participant is a resident of Quebec:

The Parties agree that any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed and adjudicated only in the federal or provincial courts located in Ontario (Judicial District of Toronto), and irrevocably and unconditionally consent and attorn to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of these Terms and Conditions or relating to the Program.

EXHIBIT A

PARTICIPATING PRODUCTS

Participating Products include items sold under the following brands: Align, Always, Bounce, Bounty, Cascade, Charmin, Clearblue, Crest, Dawn, Downy, Febreze, Gain, Gillette, Glide, Head & Shoulders, Herbal Essences, Ivory Snow, Metamucil, Mr. Clean, Olay, Old Spice, Oral-B, Pantene, Swiffer, Tampax, Tide, Venus, Vicks (excluded in Quebec). Selection varies by location.

Participating Products exclude items sold under the following brands or the following specific items: Braun, Clearblue Fertility Monitor, SKII Facial Treatment Essence, Oral-B iO7c, Oral-B iO6, Oral-B iO5 Superior Clean, Oral-B PRO5000, Oral-B Smart Clean 360, Oral-B 2-in-1 Professional Dental Kit, Vicks (Quebec Only).