

PENDOPHARM “BEAT THE COLD” CONTEST

OFFICIAL RULES

1. The “**Beat the Cold**” Contest is held by Pendopharm, a division of Pharmascience Inc. (the “Contest Organizers”). The Contest runs in Canada on the Internet from September 15, 2016 at 12:00:00 p.m. (ET) to May 31, 2017 at 11:59:59 a.m. ET (the “Contest Period”).

2. Eligibility

- 2.1 The Contest is open to residents of Canada who have reached the age of majority in their province or territory of residence. Employees, representatives and agents of the Contest Organizers, of any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, suppliers of prizes, material and services related to this Contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse and any individuals with whom such employees, representatives and agents are domiciled, are not eligible. “Cookies” must be accepted to enter the Contest online.

3. How to Enter

- 3.1 Two methods of entry exist: with purchase and without purchase. If you wish to enter the contest without prior purchase, please direct your attention to section 5 of the rules. If you wish to enter with proof of purchase, read the instructions in the present section 3 of the rules.

- 3.2 To enter with proof of purchase, you will need to provide the proof of purchase of minimum one (1) of the following participating Pendopharm products, purchased in Canada during the Contest Period:

- Helixia®
- Rhinaris®
- Secaris®
- Pediatric Electrolyte®
- Electrolyte Gastro®

- 3.3 To participate in the Contest, visit www.beatthecold.ca (the “Contest Website”) and proceed as follows:

3.3.1 Follow instructions to complete the registration using the online form by providing your first name, last name and e-mail address.

3.3.2 Use the drop-down menu to select the participating product(s) bought and identified on your proof of purchase receipt.

3.3.3 If you have a proof of purchase, take a picture of the proof of purchase receipt containing the eligible Pendopharm product(s) and upload it with your registration using the “Upload” button. (The image must be submitted in JPG or PNG format, and must be no more than 10 MB.)

3.3.4 Declare that you wish to participate in the contest and that you have read and agreed to the Contest Rules by clicking the appropriate button.

3.3.5 Upon submission of the online registration form, you will be entered into the Grand Prize draw and obtain the number of entries as described in

section 4.1 for each eligible participating products identified on the registration and appearing on the proof of purchase receipt. The Contest Organizers reserve the right to cancel one or more than one entry if the proof of purchase receipt does not clearly identify the participating product or does not comply with the present Contest rules in any way.

4. Additional entries

4.1 During the Contest Period, you may increase your odds of winning the Grand Prize by making additional purchases of participating products. Each additional eligible product purchased increases your chances accordingly:

- One (1) product purchased grants one (1) entry into the Grand Prize draw;
- Two (2) products purchased provide five (5) entries;
- Three (3) products purchased provide ten (10) entries;
- Four (4) or more products purchased provide twenty (20) entries;

4.1.1 Eligible products may be purchased all at the same time or individually over the course of the Contest Period.

4.1.2 To submit an additional proof of purchase, go to www.beatthecold.ca and follow the instructions for returning contest entrants. You must use the same e-mail address as the one used during your initial registration.

5. No purchase necessary

5.1 Purchasing participating products is not mandatory for eligibility into the Grand Prize draw. As an alternative method of entry, you may send an e-mail to the Contest Organizers using enter@beatthecold.ca during the Contest Period, so that it is received no later than May 31, 2017 at 11:59:59 a.m. (ET).

5.2 This email should explain in 50 to 250 words, why you and your family should be the Grand Prize winners.

5.3 The following information must also be provided in the e-mail: first name, last name, complete postal address, phone number and e-mail address.

5.4 Each eligible email will be treated as an entry with one (1) participating product and will grant the number of corresponding entries described in section 4.1.

6. Limits

6.1 Entrants must respect the following limits otherwise they may be disqualified:

6.1.1 The use of only one (1) e-mail address per entrant;

6.1.2 A proof a purchase can only be used once during the Contest Period;

6.1.3 No purchase necessary emails are limited to one (1) per person and per e-mail address per month, for a maximum of four (4) per person and per e-mail address for the Contest Period.

7. Grand Prize

7.1 One (1) Grand Prize is offered consisting of \$8,000 to be used towards a trip for four (4), two (2) adults and two (2) kids, to Costa Rica with four (4) nights' accommodation at an all-inclusive hotel.

- 7.2 The prize will be remitted under the form of a voucher redeemable at a travel agency chosen by the winner, subject to approval by the Contest Organizers.
- 7.3 The \$8,000 must be used towards the purchase of transportation, accommodations, activities and other goods or services available through the chosen travel agency.
- 7.4 All fees or expenses over the \$8,000 (including all applicable taxes) or excluded goods and services, notably but without being limited to, activities, meals, beverages (alcoholic or not), gratuities and taxes are not included, transportation fees from the place of residence to the departure airport and transfers at destination between hotel and airport, personal insurances, Internet access fees, minibar fees, room service, local and long distance phone calls, vaccines, expenses of a personal nature and travel documents, as the case may be, are at the winner's and/or his/her guests' charge;
- 7.5 The voucher must be redeemed within one (1) year following the draw, otherwise it will be void;
- 7.6 All arrangements regarding the trip must be made by the winner with the chosen travel agency and are subject to availability. The winner must provide the travel agency with the name appearing on his/her passport or other travel document, as well as the name and contact information of the guests accompanying him/her. No modification will be accepted once the arrangements are duly completed;
- 7.7 The winner and his/her guests must travel together;
- 7.8 If a portion of the voucher is not used, no compensation will be awarded to the winner or to his/her guests and such unused portion will be cancelled;
- 7.9 The winner and the winner's guests, and their parent or legal guardian in the case of a guest who is a minor, must sign the Declaration and Release Form (the "Declaration Form") provided in compliance with section 10 of these Contest Rules to take part in the trip.

8. Grand Prize draw

- 8.1 At around noon (ET) on June 1, 2017, at the office of the agency in charge of the conduct of the Contest located in Montreal (Quebec), a random draw of one (1) eligible entry will be held among all entries registered during the Contest Period in compliance with these Contest Rules to award the Grand Prize.

9. Odds of winning

- 9.1 The odds of an entrant's entry being selected for the Grand Prize depend on the number of entries registered during the Contest Period.

10. How to claim the prize

- 10.1 To be declared the Grand Prize winner, the selected entrant must:
- 10.1.1** Be reached by e-mail by the Contest Organizers, within seven (7) days of the draw. The selected entrant must reply in accordance with the instructions given in the e-mail. In the case of the return of an e-mail prize notification as undeliverable, the Contest Organizers will disqualify the entrant's entry. The e-mail address used to contact the selected entrant is the one provided on the Registration Form or the no purchase necessary entry. It is the entrant's responsibility to make sure the e-mail address is accurate and valid;

- 10.1.2 Have correctly answered the mathematical skill-testing question on the Declaration Form provided by the Contest Organizers or their representatives by mail or e-mail;
 - 10.1.3 Fill out and sign the Declaration Form to the effect that he/she has fulfilled all the requirements of these Contest Rules and return it to the Contest Organizers for them to receive it within five (5) days of its receipt;
 - 10.1.4 Upon request and in a timely manner, provide an identification card with photograph.
- 10.2 Failure to comply with one of the conditions mentioned in these Contest Rules or to accept the prize will cause the selected entrant to be disqualified. In such a case, the Contest Organizers may, at their sole discretion, cancel the prize or hold a new draw for the Grand Prize until an entrant is selected and declared a winner.
- 10.3 Within two (2) to four (4) weeks following the receipt of the duly completed and signed Declaration Form, the Contest Organizers will contact the Grand Prize winner to provide him/her with information on how to claim the Grand Prize.

11. General Conditions

- 11.1 **Verification.** Registration Forms, Contest entries, e-mail communications with selected entrant and Declaration Forms are subject to verification by the Contest Organizers. Any Registration Form, Contest entry, e-mail communication or Declaration Form which is, as the case may be, incomplete, illegible, mutilated, fraudulent, registered, received or submitted late, not bearing the correct answer to the mathematical skill-testing question or otherwise noncompliant shall be rejected and will not entitle to an entry or to the prize, as the case may be.
- 11.2 **Disqualification.** The Contest Organizers reserve the right to disqualify a person or to cancel one or several entries of a person who participates or tries to participate in this Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants (e.g. entries exceeding the authorized limit). Such a person may be reported to the appropriate legal authorities.
- 11.3 **Conduct of the Contest.** Any attempt to deliberately damage the Contest Website and/or any related website or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizers reserve the right to reject the entrant's entries and obtain legal or equitable relief under applicable laws.
- 11.4 **Acceptance of prize.** Prizes must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person, replaced by another prize or exchanged for cash, except as provided in the Contest Rules and in the section below.
- 11.5 **Substitution of prize.** In the event where it would be impossible, difficult and/or more costly for the Contest Organizers to award the prize (or a portion thereof) as described in these Contest Rules, they reserve the right to award a prize (or portion thereof) of the same kind and of equivalent value or, at their sole discretion, the cash value of the prize (or portion thereof) as indicated in the Contest Rules.
- 11.6 **Liability limit: use of the prize.** By entering the Contest, any entrant selected for the prize releases and holds harmless the Contest Organizers, any company,

corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, their employees, representatives and agents (the “Released Parties”) from and against any damage resulting from the acceptance or use of the prize.

- 11.7 **Liability limit: prize supplier.** The entrant selected for the Grand Prize acknowledges that upon awarding of the prize, the obligations related to it become the responsibility of the providers of services and goods related to the prize.
- 11.8 **Website.** The Contest Organizers do not warrant that access to or use of the Contest Website will be uninterrupted during the Contest Period or error-free.
- 11.9 **Liability limit: conduct of the Contest.** The Released Parties disclaim all liability for any of the following that may limit or prevent any entrant’s participation in the Contest: malfunctioning of any computer component, software or communications line; loss or lack of a communications network; or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or by the transmission of any information related to participation in the Contest.
- 11.10 **Contest modification.** The Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules, subject to approval by the Régie des alcools, des courses et des jeux du Québec, if required.
- 11.11 **Termination of participation in the Contest.** In the event that the computer system cannot register all Contest entries for the draw for whatever reason, or if participation in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the Contest Organizers may, at their sole discretion, proceed with the draw among the entries duly registered and received or, as the case may be, up to the date of the event ending participation in the Contest.
- 11.12 **Prize limit.** In no event shall the Contest Organizers be required to award more than one prize than indicated in these Contest Rules or to award a prize otherwise than in compliance with these Contest Rules.
- 11.13 **Liability limit: participation in the Contest.** Persons who enter or try to enter this Contest release the Released Parties from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Contest.
- 11.14 **Authorization.** By entering this Contest, any entrant selected for the prize authorizes the Contest Organizers and their representatives to use his/her name, photo, likeness, voice, place of residence and/or statement regarding a prize for publicity purposes, without any form of compensation.
- 11.15 **Communication with entrants.** No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Contest Rules or at the Contest Organizers’ initiative.
- 11.16 **Personal information.** Entrants’ personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants unless they have otherwise agreed to receive such communications.

- 11.17 **Property.** Declaration Forms are the property of the Contest Organizers and shall not in any case be returned to entrants.
- 11.18 **Entrant identification.** For the purpose of these Contest Rules, the Entrant is the person whose name appears on the Registration Form or no purchase necessary e-mail and it is to this person to whom the prize will be awarded if he/she is selected and declared a winner.
- 11.19 **Contest Organizers' decision.** Any decision by the Contest Organizers or their representatives regarding this Contest is final and without appeal, subject to a ruling by the *Régie des alcools, des courses et des jeux* on any issue under its jurisdiction.
- 11.20 **Litigation.** For Quebec residents, any litigation respecting the conduct or organisation of a publicity contest 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* for the purpose of helping the parties reach a settlement.
- 11.21 **Unenforceability.** If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
- 11.22 **Language.** In case of any discrepancy between the French and English versions of these Contest Rules, the English version shall prevail.