

KINNEY DRUGS SUMMER OF LOVE CONTEST

OFFICIAL RULES

The Kinney Drugs Summer of Love Contest (the "Game") is offered KPH Healthcare Services, Inc. ("KPH"), d/b/a, Kinney Drugs, and is administered by WSP International Limited ("Administrator"). KPH hereinafter will be referred to as the "Game Sponsor".

NO PURCHASE NECESSARY TO PLAY. Making a purchase will not improve your chances of winning.

General Game Information: The Game is being played at approximately 98 participating Kinney Drugs locations ("Participating Locations") in the United States of America ("USA") in the states of New York ("NY") and Vermont ("VT"). The Game is played using Digital Game Tickets ("Digital Ticket(s)") that can be opened on a computer, tablet or smartphone. You may obtain a Digital Ticket, while supplies last, when you make a qualifying purchase (a "Qualifying Purchase") at any Participating Location at any time throughout the Game Period (as detailed below in Rule 1) and use your Kinney tHRiVe® Rewards membership. **You must be a registered tHRiVe® Rewards member in order to play and win prizes in the Game.** If you are not a tHRiVe® Rewards member, you can join for free by picking up a tHRiVe® Rewards card at any Participating Location at any time throughout the Game Period (as defined below in Section 1). There is no purchase or fee required to register your tHRiVe® Rewards card. Please allow two (2) days from the day that you register your new tHRiVe® Rewards card to be eligible to receive Digital Game Tickets. **Restrictions: Purchase of alcoholic beverages, tobacco products, fluid dairy product(s), gift cards, prescriptions in NY state, stamps, lottery tickets, bottle deposits, all telecom products and services tickets, and any other items that are legally prohibited, when purchased alone or together, DO NOT qualify and are NOT considered Qualifying Purchases.** You can also obtain a Digital Ticket without making a purchase by making a ticket request (a "Ticket Request") by sending a 3" x 5" card legibly printed together with your name, your tHRiVe® Rewards member number and your email address, to "Kinney Summer of Love Digital Ticket Request", 600 Main Street, #300, Tonawanda, NY 14151-0888. Ticket Requests must be received by August 31, 2019. Limit one digital game ticket per Ticket Request; one Ticket Request per outer mailing envelope. No mechanically reproduced or computer-generated Ticket Requests allowed. Your no purchase digital ticket will be emailed to the email address provided. Any questions, concerns or comments regarding the Game can be forwarded to gamemaster@KinneyContest.com. Or send your questions, concerns or comments "Kinney Summer of Love, c/o 600 Main Street, #300, Tonawanda, NY 14151-0888.

1) **GAME DATES:** The Game begins at 12:00:01 AM, Eastern Time ("ET") or the start of business on July 7, 2019 (the "Game Start Date"). The Game is scheduled to end in-store at 11:59:59 PM ET or the end of business on August 31, 2019 or whenever Digital Ticket supplies are exhausted, whichever occurs first (the "Game End Date"). The period between the Game Start Date and the Game End Date is known as the "Game Period". Certain components of the Game will end on different dates, as indicated elsewhere in these rules.

2) **WHO CAN PLAY:** The Game is open to all legal residents of the states of NY and VT who have reached the age of 18 years old and who are members of tHRiVe® Rewards, as of Game Start Date. Employees and representatives of Game Sponsor the Administrator, participating prize sponsors, any entity Game Sponsor contracts with specific to the Game, and such organizations' respective parent companies, affiliates, subsidiaries, distributors, , advertising and promotion agencies and agents, and members of such employees immediate families (defined, for these purposes as any persons with whom are domiciled (whether related or not)), are eligible to play and win in the Instant Win portion of the Game only (see Section 3(A) below).

3) **HOW TO PLAY:** There are two ways to play: **A) Instant Win** or **B) Digital Sweepstakes.** Within twenty-four (24) hours of making a Qualifying Purchase using your membership, you will receive a Digital Ticket via email (delivered to the email address on your tHRiVe® Rewards membership account). Follow the instructions in the Digital Ticket to click the link to open your Digital Ticket to reveal your game messages. All Digital Tickets must be opened by 11:59:59 PM ET on September 5, 2019.

If you do not receive or cannot access your Digital Ticket via email, you can access the Digital Ticket via the Game website by logging into your account at www.kinneycontest.com, going to the "My Game" page and clicking on "View

My Digital Game Tickets”. To update your email address on your tHRiVe® Rewards membership account go to www.kinneydrugs.com/thrive/thrive-card/ and follow the instructions to Log-in and then update your email preferences.

A) **INSTANT WIN:** When Digital Tickets are opened, select tickets will reveal a message stating “You’ve Won” followed by a message stating that you have won a quantity of tHRiVe points, collectively referred to as “Instant Prize(s)”. The approximate retail values of the Instant Prizes, as of June 14, 2019, range from \$0.65 to \$32.50. See Table 1 below for details. There are a total of 101,260 Instant Prizes available to be won. Individual and overall odds of winning an Instant Prize are noted in Table 1 below.

Table 1: The following are offered as Instant Prizes in 297,000 Digital Tickets available for distribution:

DESCRIPTION	AVG RETAIL PRICE (\$)	QUANTITY AVAILABLE	ODDS TO RECEIVE
10 tHRiVe Points	\$0.65	70,000	1 in 5
25 tHRiVe Points	\$1.63	17,500	1 in 17
50 tHRiVe Points	\$3.25	7,500	1 in 40
75 tHRiVe Points	\$4.88	5,000	1 in 60
100 tHRiVe Points	\$6.50	1,000	1 in 297
250 tHRiVe Points	\$16.25	250	1 in 1,188
500 tHRiVe Points	\$32.50	10	1 in 29,700
TOTAL INSTANT PRIZES:		QUANTITY AVAILABLE	ODDS TO RECEIVE
		101,260	1 in 3

WHAT TO DO WHEN YOU GET A DIGITAL TICKET WITH AN INSTANT PRIZE MESSAGE: As indicated on the instructions on screen, upon opening your Digital Ticket, your prize is automatically loaded onto the tHRiVe® Rewards membership that the Digital Ticket was issued to. All Instant Win Prizes must be redeemed before the expiry date noted on the Digital Ticket. Not all Instant Win Prizes may be claimed or redeemed.

B) **DIGITAL ONLINE SWEEPSTAKES:** When you open your Digital Ticket you may receive a message stating that you have received two (2), three (3), five (5), ten (10) or twenty-five (25) ballot entries (“Ballots”) for a chance to win in our Digital Sweepstakes. Odds for the denomination of Ballots received are listed in Table 3 below.

DIGITAL SWEEPSTAKES DRAWINGS: In total there will be thirty-nine (39) Digital Sweepstakes Drawings to award a total of thirty-nine (39) prizes; see Table 2 below for schedule of drawings and prizes to be won. All winners will be randomly selected per drawing from among all non-winning, eligible Ballots received through 11:59:59 PM of the Monday prior to each drawing. All non-winning Ballots will automatically rollover into subsequent drawings. Odds of winning any Digital Sweepstakes prize depends on the number of eligible Ballots received prior to each drawing. Prizes are nontransferable and have no cash substitution, in part or in whole. All online drawings will take place by the Game Administrator, at their offices, on the dates specified in Table 2 below.

Table 2: Schedule of Online Drawings and Prizes:

PRIZE	ARV	TOTAL DRAWINGS	DATE(S) (ALL DATES IN YEAR 2019)
Week 1 - Apple iPad 9.7 (32GB)	\$249.00	1	Tuesday, July 16
Week 1 – \$500 VISA Gift Card	\$500.00 Each	2	Tuesday, July 16
Week 2 – Beats Solo 3 Wireless Headphones	\$299.00	1	Tuesday, July 23
Week 2 – Conair Products Gift Basket	\$200.00	1	Tuesday, July 23
Week 3 – Monster Energy Branded Gift Pack	\$250.00	3	Tuesday, July 30
Week 3 - Weber Charcoal Grill and Pool Floats	\$300.00	3	Tuesday, July 30
Week 4 – Husqvarna YTH22V46 Yard Tractor	\$1,799.00	1	Tuesday, August 6

Week 4 – Conair Products Gift Basket	\$200.00	1	Tuesday, August 6
Week 5 – 24"x36" Canvas Prints	\$160.00	6	Tuesday, August 13
Week 5 - Photo Frames	\$50.00	18	Tuesday, August 13
Week 6 – Whiteface Lodge Getaway	\$800.00	1	Tuesday, August 20
Week 6 - Unilever Products Gift Basket	\$200.00	2	Tuesday, August 20
Week 7 – Wolf Lucky – 50cc Scooter	\$1,299.00	1	Tuesday, August 27
Week 7 - \$500 VISA Gift Card	\$500.00	1	Tuesday, August 27
Week 8 – Rock & Roll Hall of Fame Cleveland Getaway	\$2,000.00	2	Friday, September 6

ADDITIONAL DIGITAL SWEEPSTAKES DRAWINGS PRIZE DETAILS:

Monster Energy Branded Gift Pack includes one (1) Hydro Beach Chair with Umbrella, two (2) Monster Energy Branded Snapback Hats, two (2) Monster Energy Branded Premium Backpacks, and four (4) pairs of Monster Energy Branded Socks, valued at \$250.00.

Whiteface Lodge Getaway includes a two (2) night stay at the Whiteface Lodge in Lake Placid, NY, valued at \$800.00. Prize only includes the hotel stay. Hotel accommodations are subject to availability at time of booking. Blackout dates may apply. Hotel accommodations are all based on double occupancy. Travel to and from Whiteface Lodge, transfers, taxes, meals, gratuities and all other expenses not specified herein, are the responsibility of the winner.

Rock & Roll Hall of Fame Cleveland Getaway includes airfare, hotel, dinner and tickets to the Rock & Roll Hall of Fame in Cleveland, OH, valued at \$2,000.00. Winners' guest must be age of majority in the state in which they reside, subject to the following exception: A guest may be a minor if the winner is the parent or legal guardian of the minor. Winner must execute all required documents on behalf of such eligible minor. All travel arrangements will be determined by Game Sponsor and/or its designated agent(s). Reservations must be made thirty (30) days in advance of travel. Hotel accommodations are subject to availability at time of booking. Blackout dates may apply. Hotel accommodations are all based on double occupancy. Transfers, taxes, meals, gratuities and all other expenses not specified herein, are the responsibility of the winner. Each Prize is non-transferable and no cash substitution, in part or in whole, is allowed except by Sponsor who may substitute a prize of equal or greater value should the advertised prize become unavailable. No compensation is offered for any portion of the prize not utilized; any portion of the prize not utilized and its corresponding value will be forfeited. Each trip must be taken by December 14, 2019 or will be forfeited in its entirety. No exceptions will be allowed. This expiration date will not be extended and these trips can only be used in conjunction with this promotion.

4) NOTIFICATION AND REDEMPTION:

A. For Instant Prizes: All prize claims are subject to verification by the Administrator.

B. For Digital Sweepstakes: If you have been selected as a potential winner in any of the drawings described above, the Game Sponsor or Administrator will notify you via email, postal mail, registered mail, courier and/or phone. As a condition of awarding any Digital Sweepstakes prize, winner must have signed and returned, within seven (7) days of receipt, the Administrator's Statement of Compliance, Release, and Indemnity Agreement under which, among other matters, winner confirms his/her compliance and eligibility with these Official Rules, provides proof of identity and releases and indemnifies Game Sponsor, Administrator and other certain parties. If a potential winner refuses or fails to timely return the required documents with proof of identity, in accordance with these Official Rules, or is found to have violated the Official Rules of the Game in any way, or is deemed ineligible to receive a prize for any reason, or if any prize or prize notification from Game Sponsor or Administrator is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. If the potential winner is disqualified and forfeits the prize, Game Sponsor will hold a drawing to select an alternate prize winner from among the pool of remaining, eligible Ballots received.

Once verified and unless specified otherwise, prizes will be shipped by prepaid delivery to (or redeemed at) the Participating Location closest to winner's valid disclosed address. Allow approximately four (4) to six (6) weeks for shipment of prizes to Participating Locations following verification. A minimum of three (3) attempts will be made to contact any winner to arrange for pick-up of any prize. Prizes that are not claimed within thirty (30) days of the third attempt to be contacted will be deemed forfeited and the Game Sponsor will hold a drawing to select an alternate prize winner from among the pool of remaining, eligible Ballots received.

Prizes may not be transferred or assigned except as provided herein. No cash or prize substitutions are allowed, except as provided herein. Game Sponsor reserves the right, at its sole discretion, to substitute an advertised prize (or portion thereof) with a prize of equal or greater value for reasons that may include, but are not limited to: unavailability; or production delays caused by labor disruptions, adverse weather conditions or other unforeseen events. No compensation or substitute is offered for any portion of the prize not claimed or utilized; any portion of the prize not utilized and its corresponding value will be forfeited. Prizes may not be exactly as shown in the Game publicity or promotional materials.

5) ODDS CHART: Odds of winning an Instant Prize are stated in Section 3(A). Odds for the denomination of Digital Sweepstakes Ballots received are shown below in Table 3, however, odds of winning any second chance to Digital Sweepstakes drawing prize depends on the number of eligible Ballots received in accordance with these Official Rules prior to each drawing.

Table 3: Odds

DIGITAL SWEEPSTAKES BALLOT DENOMINATIONS		
BALLOT DENOMINATION	NUMBER OF DIGITAL TICKETS AVAILABLE	ODDS OF RECEIVING DENOMINATION
2	132,000	1 in 3
3	75,000	1 in 4
5	45,000	1 in 7
10	30,000	1 in 10
25	15,000	1 in 20
Total Odds	297,000	1 in 1

6) PUBLICITY: Acceptance of a prize constitutes permission for Game Sponsor to use any winner's name, likeness, voice and/or comments for advertising, trade or promotional purposes worldwide in commerce and in any media without limitation or additional compensation unless prohibited by law. The names of the Digital Sweepstakes prize winners will be published on the Game Sponsor's website location and available by mail (see Section 10 below) after the promotion ends, following verification of all prizewinners.

7) PRIVACY: Game Sponsor will be collecting personal data about you for the Game and for purposes of market research. If you enter the Game, you grant Game Sponsor permission to send Game updates and winner notification, specials or promotions and/or newsletters/updates to you. You may at any time "opt-out" of receiving future promotion mailings from the Game Sponsor, by going online to www.kinneycontest.com and clicking on "Remove", or by sending your request to "Kinney Summer of Love", c/o 600 Main Street, #300, Tonawanda, NY 14151-0888. All personal information and data collected about you shall be in accordance with Game Sponsor's privacy policy, located as the following link: <https://www.kinneydrugs.com/privacy-policy/>. By entering into the Game, you agree to the terms and conditions of the privacy policy set forth at the aforementioned link.

8) UNSUBSCRIBE: If you wish to unsubscribe from Digital Tickets from the Game, you can do so at any time by following the unsubscribe link at the bottom of the Digital Ticket email. Once you have followed the instructions on screen to unsubscribe, you will no longer receive Digital Tickets.

9) RESTRICTIONS: The following are prohibited and will result in automatic disqualification from the Game: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Game Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Game.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE GAME OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE

GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, GAME SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10) LIST OF WINNERS: The names of the major prize winners and a copy of the complete Official Rules are available through www.kinneysummer.com or by prepaid mail sent to “Kinney Summer of Love”, c/o 600 Main Street, #300, Tonawanda, NY 14151-0888. Please specify “Official Rules” and/or “Winners’ List” with your request.

11) GENERAL TERMS AND CONDITIONS: Participation in the Game constitutes the entrant's full and unconditional agreement to and acceptance of these Official Rules including the decisions of Game Sponsor and Administrator (collectively the “Game Entities”), which are final with respect to all matters relating to the Game. This Game is void outside the jurisdictions specified in these Official Rules and where prohibited by law and is subject to all applicable federal, state, local, and municipal laws and regulations. By participating in the Game, and as a condition of acceptance of any prize, each entrant, his/her heirs, executors, administrators, and assigns, RELEASES AND FOREVER DISCHARGES AND HOLDS HARMLESS the Game Entities, their direct and indirect subsidiaries and affiliates, and their advertising, promotion and fulfillment agencies and legal and other advisors, and each of such organization’s employees, officers, directors, shareholders, partners and agents (collectively, the “Released Parties”), from and against any and all losses, damages, rights, claims, actions, causes of action, personal injury, property damage or death (including without limitation all costs and liabilities of any kind, including attorneys’ fees), AND INCLUDING WITHOUT LIMITATION ANY LIABILITY ARISING FROM ANY ACT OR OMISSION OR NEGLIGENCE OR INTENTIONAL CONDUCT OF THE ENTRANT, that the entrant now has, or may hereafter have against the Released Parties directly or indirectly resulting or arising from: (a) participation in the Game, or the awarding, acceptance, use, or misuse of any prize, or traveling to, preparing for, or participating in any Game-related or prize-related activity; or (b) the publicity rights granted to the Game Sponsor and its direct and indirect affiliates as referred to in Section 6 above. It is understood that there may be serious risks of bodily injury, death, or property damage associated with the redemption, use or misuse of any prize, and any prize winner voluntarily assumes these risks. The entrant will be required to pay any title, license and insurance expenses, registration fees and taxes, if applicable, associated with the awarding of any prize. Any claim or dispute with respect to the Game, the prize, or these Official Rules shall be governed by the laws of the State of New York and any proceedings in relation to any such claim or dispute shall be resolved exclusively by federal and state courts located in Onondaga County, New York. If any portion of these Official Rules is determined to be unenforceable by a court of law, all other parts of these Official Rules shall remain in full force and effect. The terms, conditions and covenants herein shall be binding on the entrant and the entrant’s heirs, successors and assigns.

PRIZES SHALL BE ACCEPTED “AS IS.” IT IS UNDERSTOOD THAT THE GAME ENTITIES HAVE NOT MADE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY PRIZE, OR ANY SUBSTITUTE PRIZE. ALL ENTRIES AND PRIZE CLAIMS RECEIVED BECOME THE PROPERTY OF GAME SPONSOR AND WILL NOT BE RETURNED. GAME SPONSOR RESERVES THE RIGHT TO CANCEL OR MODIFY THE GAME OR TO AMEND THESE OFFICIAL RULES AT ANY TIME, FOR ANY REASON, AND WITHOUT PRIOR NOTICE.

The Released Parties are not responsible for any technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or deleted computer, electronic or network transmissions, or for entry requests, or prize claims that are stolen, illegible, incomplete, misdirected, lost, late, postage-due, damaged, or ineligible.

The Released Parties are not responsible for undelivered Digital Tickets due to spam filters or any other means, and are not responsible for any lost, late, damaged, misdirected, illegible, postage-due or incomplete entries, requests or prize claims. In the event of a dispute as to who received a Digital Ticket, the ticket will be deemed to be received by the THRiVe® Rewards member associated with the member number from the Qualifying Purchase or Ticket Request. In the event of a dispute as to who is the owner of the email address associated with the THRiVe® Rewards membership, the owner will be deemed to be the “Authorized Email Account Holder” of the email address provided by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address.

12) All properly claimed prizes will be awarded. Total approximate retail value of all available prizes and rewards points: \$147,831.00.

13) Any and all trade names and trademarks used herein and associated with the Game are the sole and exclusive property of the Game Sponsor.

Game Sponsor: KPH Healthcare Services, Inc., Gouverneur, NY 13642.

Administrator: WSP International Limited, Markham, ON L3R 1H5