

ZELLERS OLYMPIC CUSTOMER CONTEST RULES

The Zellers Olympic Customer Contest is sponsored by Zellers Inc., Coca-Cola Bottling Company, Weston Bakeries Limited, Cold FX, Wrigley, General Mills and Mars/Effem (each a "Sponsor"; collectively, the "Sponsors"). The contest begins at 12:01:00 AM (ET) on October 1, 2009 and ends at 11:59:59 PM (ET) on December 21, 2009 (the "Contest Period"). All Zellers stores in Canada are participating in this contest.

I. THE PRIZES

A. Grand Prizes:

Six (6) grand prizes are available to be won at the beginning of this contest. Each grand prize consists of round trip economy air transportation for two (2) from the international airport in Canada nearest the winner's place of residence to Vancouver, British Columbia in addition to the following elements:

1. Coca-Cola Grand Prize

The Coca-Cola Grand Prize ("Coca-Cola Prize") consists of three (3) nights accommodations (one (1) standard room based on double occupancy) for two (2) at Vancouver's Grandville Island Hotel; ground transportation for the winner and guest to and from the airport and the hotel in Vancouver; and two (2) tickets to each of the following Vancouver 2010 Olympic Winter Games events (all components) at the sole discretion of Sponsor: (i) Men's Ice Hockey Qualifications on February 23, 2010; (ii) Men's Short Track Speed Skating (500 metre) on February 24, 2010; (iii) Women's Short Track Speed Skating (1,000 metre) on February 24, 2010; and (iv) Women's 3000 metre relay on February 24, 2010. Approximate retail value of the Coca-Cola Prize is CDN\$11,500 based on a Toronto, Ontario departure value and will vary depending on the winner's actual departure location.

2. Weston Bakeries Limited Grand Prize

The Weston Bakeries Limited Grand Prize ("Weston Prize") consists of three (3) nights accommodations at a hotel determined by Sponsor in its sole discretion (one (1) standard room based on double occupancy); attendance to a minimum of two (2) events (two (2) tickets per event) for the Vancouver 2010 Olympic Winter Games (events, ticket category and location (if applicable) will be selected at the sole discretion of Sponsor); meals for two (2) provided throughout duration of Grand Prize (may include buffet; catered; event location meals; sit down; and/or meal vouchers) including location of each meal, will be selected at the sole discretion of Sponsor). Depending on the event location, at the sole discretion of the Sponsor, transfers to and from the event may be provided. No ground transportation is included as part of the Weston Prize. Approximate retail value of the Weston Prize is CDN\$20,000 based on a Toronto, Ontario departure and will vary depending on the winner's actual departure location. Winner of the Weston Prize and his/her travel guest must be available to depart anytime between February 11, 2010 and March 1, 2010 (dates to be selected at the sole discretion of the Sponsor).

3. Cold FX Grand Prize

The Cold FX Grand Prize ("Cold FX Prize") consists of three (3) nights accommodations at the Richmond Radisson hotel (one (1) standard room based on double occupancy); two (2) tickets to each of the following 2010 Winter Games events (events, ticket category and location (if applicable) will be selected at the sole discretion of Sponsor): (i) Men's Ice Hockey Qualifications on February 23, 2010; (ii) Women's Speed Skating Final (5,000 metre) on February 24, 2010; and (iii) Women's Figure Skating Free Program on February 25, 2010; and CDN\$1,000 (provided in the form of a cheque). No ground transportation is included as part of the Cold FX Prize. Approximate retail value of the Cold FX Prize is CDN\$11,000 based on a Toronto, Ontario departure example and will vary depending on the winner's actual departure location.

4. Wrigley Grand Prize

The Wrigley Grand Prize (“Wrigley Prize”) consists of three (3) nights accommodations at Vancouver’s The Opus hotel (one (1) standard room based on double occupancy provided from February 16, 2010 until February 19, 2010, inclusive); ground transportation for the winner and guest to and from the airport and the hotel in Vancouver, as well as from The Opus hotel to the 2010 Winter Games events described below and included as part of the Wrigley Prize; two (2) tickets to each of the following 2010 Winter Games events (events, ticket category and location (if applicable) will be selected at the sole discretion of Sponsor): (i) Men’s Ice Hockey on February 16, 2010; (ii) Women’s Curling Qualification on February 17, 2010; and (iii) Women’s Skeleton on February 18, 2010; and CDN\$200 (provided in the form of a Visa cash card). Approximate retail value of the Wrigley Prize is CDN\$15,000 based on a Toronto, Ontario departure example and will vary depending on the winner’s actual departure location.

5. General Mills Grand Prize

The General Mills Grand Prize (“General Mills Prize”) consists of three (3) nights accommodations at Vancouver’s The Opus hotel (one (1) standard room based on double occupancy); two (2) tickets to each of the following 2010 Winter Games events (events, ticket category and location (if applicable) will be selected at the sole discretion of Sponsor): (i) Men’s Ice Hockey on February 19, 2010; (ii) Women’s Aerials on February 20, 2010; (iii) Victory Ceremony on February 20, 2010 and (iv) Women’s Speed Skating on February 21, 2010; and CDN\$500 (provided in the form of a Visa gift card). No ground transportation is included as part of the General Mills Prize. Approximate retail value of the General Mills Prize is CDN\$12,000 based on a Toronto, Ontario departure example and will vary depending on the winner’s actual departure location.

6. Mars/Effem Grand Prize

The Mars/Effem Grand Prize (“Mars/Effem Prize”) consists of two (2) nights accommodations at the Lister Hotel (one (1) standard room based on double occupancy provided from February 22, 2010 until February 24, 2010, inclusive); and two (2) tickets to each of the following 2010 Winter Games events (events, ticket category and location (if applicable) will be selected at the sole discretion of Sponsor): (i) Men’s Curling Qualification on February 22, 2010; (ii) Men’s Ice Hockey Playoff Qualification on February 23, 2010; and (iii) two (2) Victory Ceremony day passes to the Hockey Canada MVP on February 23, 2010. No ground transportation is included as part of the Mars/Effem Prize. Approximate retail value of the Mars/Effem Prize is CDN\$11,000 based on a Toronto, Ontario departure example and will vary depending on the winner’s actual departure location.

Each grand prize winner and his/her travel guest must be available to travel on the date(s) identified by the Sponsor. Should a grand prize winner and/or guest be unable to travel on the dates and at the times designated by a Sponsor, the grand prize will be forfeited and awarded by such Sponsor to an alternate randomly selected entrant. Neither winners nor guests will be entitled to the monetary difference between the actual grand prize values and the stated approximate values, if any. Each winner and his/her travel guest must have all necessary travelling documentation prior to booking their travel and at least one person must have a valid credit card available and be able to provide the credit card to the hotel upon check-in (to cover costs incurred above and beyond the standard room rate). Each winner and his/her travel guest must travel on the same itinerary. Each winner and his/her guest are responsible for ground transfers to and from the winner and/or travelling guest’s residence and the designated departure airport.

All other expenses not specified herein, including but not limited to telephone or fax, gratuities, optional tours, insurance, medical travel documents, personal expenses, and any other costs not specifically stated herein as being included, are the sole responsibility of the winner and his/her guest. No frequent flyer miles will be available. Sponsors make no express or implied warranties or conditions of any kind with respect to the grand prizes. Travel arrangements with respect to each grand prize will be made through each Sponsor or such Sponsor’s agent who will determine the airline and flight itinerary in its sole

discretion. No responsibility and no refund or compensation is assumed by the Sponsors for cancelled, delayed, suspended or rescheduled events or air travel after ticketing for any reason whatsoever beyond its control. Each Grand Prize winner and his/her travel guest is responsible for paying all taxes, fees and surcharges associated with travel at the time of booking. Air travel cannot be changed and is non-transferable once booked. Each grand prize must be accepted as awarded without substitution and is not transferable or for resale and has no cash surrender. Each Sponsor reserves the right, in the event that a grand prize or any component of a grand prize cannot be awarded as described for any reason, to substitute a similar prize or component of equal or greater value without liability. Tickets to the 2010 Winter Games awarded as a prize must be accepted as awarded and are subject to all of the applicable terms and conditions prescribed to such tickets from time to time by the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (VANOC). Such terms and conditions are contained in the Ticket License Agreement (which can be reviewed at www.vancouver2010.com), on the back of the physical ticket (once issued) and include prohibitions against any use of the ticket in connection with any commercial promotion or contest (without the consent of VANOC) and the unauthorized sale of the ticket in excess of face value of the ticket. By accepting tickets as a prize, the winner is deemed to have accepted all of the applicable terms and conditions.

B. Secondary Prizes:

Five hundred (500) secondary prizes, each consisting of an Hbc Olympic Touque are also available to be won. Approximate retail value of each secondary prize is CDN\$15.

II. HOW TO ENTER

No purchase is necessary to enter or win. There are two (2) ways to enter the contest:

A. Purchase Entry

Purchase any of the following qualifying products at Zellers during the Contest Period and present your Hbc Rewards Card to the cashier to be entered into the contest: any participating Coca-Cola, Diet Coke, Coke Zero, Sprite, Sprite Zero, Powerade, Glaceau Vitamin Water; Wonder Plus products, Gadoua products; Cold FX/Immunity-FX; Excel, Excel White, Juicy Fruit, Juicy Fruit Stix, Extra Multi-packs, Snickers Singles, Snickers Multipack, Snickers Kingsize, M&M Peg Pack (milk chocolate, peanut), M&M Stand Up Pack (milk chocolate, peanut), General Mills participating cereals (include Honey Nut Cheerios 460g, Cheerios 400g, Apple Cinnamon Cheerios 500g, Multi-Grain Cheerios 390g, Lucky Charms 330g, Cinnamon Toast Crunch 360g, Reese Peanut Butter Puffs 365g, Nesquik 340g and Oatmeal Crisp (425-505g)), Old El Paso Taco Kits (275-510g), or any product from the Hbc Canadian Olympic Replica Collection. Entries from unauthorized card use or purchases made with lost, stolen, or fraudulent Hbc Rewards Cards are void. The Sponsors are not responsible for Hbc Rewards Card entries that are not fully received or recorded due to failure by an Hbc Rewards Card holder to provide accurate or up-to-date personal contact information to the Hbc Rewards Program. In case of dispute, an Hbc Rewards Card entry will be deemed made by the registered holder of the Hbc Rewards Card, as per Hudson's Bay Company's records.

If you are not a member of the Hbc Rewards Program, you may become a member by visiting a point of sale at any Zellers department store – there is no fee to become a member. In case of dispute, an entry will be deemed made by the registered holder of the Hbc Rewards Card. Entries from unauthorized Hbc Rewards Card use or purchases made with lost, stolen, or fraudulent Hbc Rewards Cards are void. The Sponsors are not responsible for Hbc Rewards Card entries that are not fully received or recorded due to failure by an Hbc Rewards Card holder to provide accurate or up-to-date personal contact information to the Hbc Rewards Program.

B. Entry Without Purchase

To enter without purchase, visit www.zellers.com during the Contest Period, complete the online entry form, confirm compliance with the contest rules by checking the appropriate box and submit your entry online. In the event of a dispute regarding an online entry, the entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry (i.e. the person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail address).

C. General

Limit of one (1) entry per person per day regardless of the method of entry. Eligible entries will be entered into the draw for each grand prize during each Entry Period (as defined below) that corresponds with that grand prize. For example, an eligible entry received on October 1 will be entered into all of the grand prize draws; however, an eligible entry received on October 27, 2009 will not be eligible to win the Coca-Cola Prize, as the Entry Period applicable to the Coca-Cola Prize will have ended. All non-grand prize winning eligible entries received during the Contest Period will carry over to the random draw for the secondary prizes. Once an eligible entrant has been randomly selected and declared the winner of a grand or secondary prize, that entrant is no longer eligible to win additional prizes in this contest.

In the event it is determined that an entrant has entered in a fashion not sanctioned by these rules and/or has submitted more than the number of entries permitted by these rules, the entrant will be disqualified and all of the entries submitted by the entrant will be disqualified.

III. ELIGIBILITY

To enter and be eligible to win, you must be a resident of Canada who has reached the age of majority in your province or territory of residence. Employees and agents of related parties of the Sponsors and their respective affiliates (including, in the case of Zellers Inc., Hudson's Bay Company), subsidiaries, printers, advertising and promotion agencies as well as members of the immediate families (defined as spouse, mother, father, sisters, brothers, sons and daughters) and households of such employees and agents are ineligible to participate in this contest. This contest is void in all areas outside of Canada, and where prohibited or restricted by law.

IV. THE DRAWS

During the Contest Period, there will be six entry periods (each an "Entry Period", collectively the Entry Periods") as follows (each Entry Period will commence at 12:01:00 AM (ET) and end at 11:59:59 PM (ET)):

	Grand Prize	Entry Period	Draw Date
1	Coca-Cola Prize	October 1 – October 26, 2009	October 27, 2009
2	Wrigley Prize	October 1 – November 2, 2009	November 3, 2009
3	Mars/Effem Prize	October 1 – November 2, 2009	November 3, 2009
4	Weston Prize	October 1 – November 30, 2009	December 1, 2009
5	Cold FX Prize	October 1 – November 30, 2009	December 1, 2009
6	General Mills Prize	October 1 – December 21, 2009	December 22, 2009

A random draw to award the grand prizes will be held at 4:00 PM (ET) in Brampton, Ontario on each of the draw dates identified above. A random draw to award the secondary prizes will take place at 5:00 PM (ET) in Brampton, Ontario on December 22, 2009. Odds of winning a grand prize depend upon the number of eligible entries received during the Entry Period applicable to each grand prize. Odds of winning a secondary prize depend upon the number of eligible, non-grand prize winning entries received during the Contest Period.

Before each selected entrant can be declared a winner in this contest, the entrant and his or her travel guest (or, if the travel guest is a minor, the minor's parent or legal guardian) if applicable, will be required to sign a declaration and release in a form acceptable to the Sponsors and will also be required to correctly answer, unaided, a time-limited, mathematical skill-testing question posed in person or by telephone (at the Sponsor or Sponsor's designate's sole discretion) at a pre-arranged mutually convenient time. No communication or correspondence will be exchanged except with the selected entrants. This contest is subject to all applicable federal, provincial and municipal laws and regulations.

If a selected entrant declines the prize, does not comply with the contest rules, cannot be contacted within fourteen (14) days of the draw or if a package sent via mail is returned as undeliverable, that entry will be declared void and a further entry will be randomly drawn. If the selected entrant cannot use or chooses not to use the prize, the prize will be deemed to be forfeited and no substitution or other compensation will be awarded. The Sponsors will not be responsible for failed attempts to contact selected entrants.

V. GENERAL

The decisions of the Sponsors will be final and binding on all entrants.

All entries which are incomplete, improperly completed, damaged, irregular, have been obtained or submitted through illicit means, or do not conform to or satisfy any condition of the rules may be disqualified by the Sponsors.

The Sponsors and each of their affiliates, employees, agents, officers, directors, consultants and assignees shall not bear any liability for:

- any typographical or other printing, production or distribution errors;
- contest entries which are disqualified by the Sponsors or are lost, stolen, delayed or destroyed;
- the loss, theft or misuse of any prize or component thereof;
- any loss, property damage, personal injury, claims or misfortune in any way attributable to this contest or any prize or component thereof.

Personal information provided by each entrant will be used to administer the contest, and will not be used for any other reason. However, by entering, each winner grants the Sponsors the right to use such winner's name and/or likeness, without further compensation or notice, in any advertising or publicity in connection with the contest or the prizes.

The Sponsors reserve the right, with the consent of the Régie des alcools, des courses et des jeux in Quebec, to modify the contest if fraud destroys the integrity of the contest as determined by the Sponsors, in their sole discretion. Furthermore, the Sponsors may withdraw, terminate or modify all or any part of this contest at any time and for any reason, including but not limited to in the event of production, printing, tampering, unauthorized intervention, fraud or other unanticipated problems or irregularities or mistakes of any nature whatsoever not directly caused by the Sponsors which, in the opinion of the Sponsors affects the administration, security, fairness, integrity or proper conduct of this contest, or the odds of winning.

Quebec residents: Any litigation respecting the conduct or organization 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 only for the purpose of helping the parties reach a settlement.