

THE SHOE COMPANY

GRAND OPENING CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1) ELIGIBILITY: The GRAND OPENING CONTEST ("Sweepstakes") of THE SHOE COMPANY ("Sponsor") is open to legal residents of Canada, who are 18 years of age or older and of the age of majority in their jurisdiction of residence, and who have a valid email address. Void where prohibited by law. Employees, officers, subsidiaries, advertising and promotion agencies, any and all other entities directly associated with this Sweepstakes, as well as the immediate family members and members of the same household of any of the above are NOT ELIGIBLE to participate. Entrants are eligible to win only one (1) Sweepstakes in any One Hundred Eighty (180) day period.

2) TIMING: The Sweepstakes will take place from March 1, 2017 (9:00AM EST) to March 5, 2017 (11:59PM EST) at the discretion of The Shoe Company. Contest rules will be posted on www.theshoecompany.com and www.shoeloversrewards.townshoes.ca and in-store at The Shoe Company, Grant Crossings, 5497 Hazeldean Road, Kanata, Ontario, K2S 0P5.

3) HOW TO ENTER: During the Entry Period, entrants have 3 ways of entering the contest: a) sign up to be a Shoe Lovers Rewards member for free in-store at The Shoe Company, Grant Crossings, 5497 Hazeldean Road, Kanata, Ontario, K2S 0P5 OR b) existing Shoe Lovers Rewards members are automatically entered upon making a purchase OR c) sending an email to contests@townshoes.com with the following information: full name, address, phone number, complete a paragraph answering 'Tell us why you love shopping at The Shoe Company'. The Shoe Company is not responsible for lost, deleted, incomplete, or late entries. The Shoe Company reserves the full right to use contestant submitted content including personal photography. The manner in which the content is used is the sole discretion of The Shoe Company. One (1) entry per person, per email address, and per household. Use of any automated system to participate is prohibited and will result in disqualification. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of any Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

4) SELECTION OF WINNER: The Shoe Company will randomly select the designated number of winners from the entrants by March 10, 2017. All potential Sweepstakes winners will be notified by The Shoe Company via email or phone as per the information provided on their original Contest Entry. Prizes will be awarded upon verification by The Shoe Company that all Sweepstakes requirements have been met by the potential winners. Each prize must be accepted as awarded and no substitution, transfer, conversion or assignment of prizes will be allowed, unless at the discretion of The Shoe Company which may substitute a prize of comparable or greater value if the advertised prize becomes unavailable. Each potential winner will have five (5) business days from the time The Shoe Company contacts the potential winner to complete the prize fulfillment requirements. If the potential winner does not claim the prize by responding to notification within five (5)

business days or if the potential winner is deemed ineligible, the potential winner forfeits the prize. Potential winners must continue to comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by randomly selecting from among all remaining eligible entries. Alternate winners are subject to all requirements set forth in these Official Rules. Odds of winning cannot be determined since number of entries is not capped. Claiming a prize is contingent upon fulfilling all requirements set forth herein.

5) PRIZES: There is a total of five (5) The Shoe Company gift cards that will be awarded. Each prize winner will receive one (1) The Shoe Company gift card with a face value of two hundred dollars each (\$200). The Shoe Company will use its sole discretion to determine the prizes for each Entry Period. The prize winners will receive an e-mail or phone call from The Shoe Company with additional instructions on how to collect prize. The approximate retail value (ARV) for the gift card prize is two hundred dollars (\$200.00). Additional prizes may be awarded at the sole discretion of The Shoe Company. All federal, provincial, local, and other taxes on prizes are the sole responsibility of the applicable winner. The Shoe Company gift card can be redeemed at any The Shoe Company, Shoe Warehouse, DSW Designer Shoe Warehouse or Town Shoes location in Canada. Card cannot be redeemed at Theshoecompany.ca. The card may not be exchanged for cash. If lost or stolen, this gift card cannot be replaced. Any The Shoe Company gift card balance remaining may be used for future purchases. Usage and redemption of the gift card is subject to the terms and conditions of the issuing entity.

6) GENERAL: No purchase necessary. Void where prohibited. All federal, provincial, local, and municipal laws and regulations apply. Any Entrant suspected of tampering with or disrupting any aspect of the Sweepstakes will be disqualified. All decisions of The Shoe Company are final. By your participation in the Sweepstakes, you (i) agree to be bound by these Official Rules as well as The Shoe Company's decisions, which are final and binding in all matters related to the Sweepstakes, just as if you had signed this Agreement, (ii) represent and warrant that your entry is original, owned by you, and not previously published, (iii) agree to release, indemnify, and hold The Shoe Company and The Shoe Company's officers, directors, employees and agents (collectively, the "Released Parties") harmless from any and all claims, liabilities, losses, and damages of any kind arising in whole or in part, directly or indirectly, from your participation in the Sweepstakes, your acceptance, possession, use, or misuse of any prize, and (iv) grant The Shoe Company a non-exclusive, worldwide, perpetual, royalty-free, irrevocable, sub-licensable, transferable right to exploit the copyright in your entry in any media now known or hereafter invented, without compensation or notification, except as prohibited by law. If you do not comply with these Official Rules at any time, Sponsor reserves the right to deem your entry in the Sweepstakes ineligible. Sponsor reserves the right at its sole discretion to disqualify any Entrant who engages in harassment or bullying. If for any reason, the Sweepstakes is not operating as intended, as a result of infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor may award prizes by randomly selecting winners from the eligible entries received up to the time of the impairment.

7) PUBLICITY: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to The Shoe Company and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, nationwide, without further payment or consideration.

8) LIMITATIONS OF LIABILITY: YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE INABILITY TO PARTICIPATE IN THE SWEEPSTAKES; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (iv) ANY OTHER MATTER RELATING TO THE OPERATION OF THE SWEEPSTAKES. Some jurisdictions may not permit limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check your local laws to determine if any of the above limitations or exclusions may not apply to you. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize.

9) DISPUTES: Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Province of Ontario.