

OFFICIAL RULES

Thrifty Foods – Be Merry with Blueberry for Charity Contest (the “Contest”)

THIS PROMOTION IS INTENDED ONLY FOR RESIDENTS OF THE PROVINCE OF BRITISH COLUMBIA AND THE STATE OF WASHINGTON AND IS SUBJECT AT ALL TIMES TO THESE RULES. PLEASE DO NOT PROCEED IF YOU ARE NOT A LEGAL RESIDENT OF BRITISH COLUMBIA OR WASHINGTON STATE.

1. This contest is sponsored by Jace Holdings Ltd. (“Thrifty Foods”).
2. This contest is conducted by Thrifty Foods and is open to all residents of the Province of British Columbia and the State of Washington over the age of nineteen (19) years.
3. **CONTEST PERIOD:** The Contest runs from November 13th, 2007 at 7:00 a.m. to January 1st, 2008 at 9:59 p.m. Pacific Standard Time (the "Contest Period"). Entries will not be accepted after the end of the Contest Period.
4. **HOW TO PARTICIPATE: NO PURCHASE NECESSARY.** Contest participants must obtain a contest card (the “Blueberry Tag”) either by (a) purchasing a Thrifty Foods Snowman from a participating Thrifty Foods location (the net proceeds of which will be donated to a local charity) or (b) by sending a hand written request to Thrifty Foods Marketing Office c/o 211 – 1497 Admirals Road, Victoria, British Columbia, V9A 2P8, Attn: Promotions. Each Blueberry Tag contains a unique, limited use verification code, which must be entered on the Contest entry form at the time of submission and which will expire after a single use.
5. **HOW TO WIN:** Contest participants must visit www.bemerrywithblueberry.com and complete the contest entry form (including entry of the verification number). Winning entries will receive immediate notification. Non-winning entries will be advised to “Try Again”.
6. **TO CLAIM A PRIZE:** In order to receive the Prize, a Winner must correctly answer a time limited, mathematical skill testing question, administered by a thrifty Foods representative and sign a release and declaration form satisfactory to Thrifty Foods, acknowledging that they have read, understood and accepted these Rules and releasing Thrifty Foods and any other person or entity associated in any way with the Contest, as well as their respective affiliates, subsidiaries, directors, officers, shareholders, employees, agents, advertising and promotional agencies from any and all liability arising in connection with the Contest, including, without limitation, liability arising from the acceptance or use of a Prize as awarded. Unclaimed prizes will not be awarded. Winning entries must be submitted by mail to the Thrifty Foods Marketing Office c/o 211 – 1497 Admirals Road, Victoria, British Columbia, V9A 2P8, Attn: Promotions. Please also include your name, address and phone number written on a piece of paper as well as your choice of prize.
7. Contest participants may not submit more than one (1) Blueberry Tag per person, per day. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will not be eligible to win a Prize. Blueberry Tags must be used on or before 9:59:59 p.m. Pacific Standard Time on January 3, 2008 in order to be eligible to win a Prize. Thrifty Foods reserves the right, at all times, to verify that an Entry complies with these Rules. Entries that, in the opinion of Thrifty Foods, are incomplete or which otherwise contain incorrect or false information or which give rise to a dispute as to the identity of an individual entrant will not be accepted and will not be eligible to win a Prize. Entries that have not been obtained in accordance with these rules will not be accepted by Thrifty Foods and will not be eligible to win a Prize. Thrifty Foods assumes no responsibility for the inability of any Contest participant to complete or to otherwise submit an entry online. Thrifty Foods is not responsible for late, lost, misdirected, mutilated, garbled, illegible or incomplete entries. Proof of transmission of an entry will not constitute proof of delivery.

8. Fifty (50) prizes in all are available to be won, but Thrifty Foods does not guarantee that all prizes will be awarded. The odds of winning a prize will be no greater than one in *. Prize”, or “prize” refers to a choice of one (1) of the following:

(a) one (1) Thrifty Foods Smile Cards (value, \$50.00); OR

(b) one (1) Toys R Us Gift Card (value, \$50.00, valid at any Canadian Toys R Us or Babies R Us outlet).

Use of Thrifty Foods Smile Cards and Toys R Us Gift Cards will be subject to additional rules and restrictions, and will expire twenty-four (24) months after first use. Prizes must be accepted as awarded, cannot be substituted, transferred, exchanged or surrendered for cash, except at the sole and absolute discretion of Thrifty Foods, which reserves the right, at its sole and absolute discretion and for any reason, to award a substitute prize of equal or greater value, including without limitation a cash award. There will be no exchanges or extensions.

9. In the event that a Winner cannot be located, fails to correctly answer the time limited, mathematical skill testing question, fails to comply with these Rules or otherwise has not claimed the Prize within fourteen (14) days following the end of the Contest Period, Thrifty Foods may in its discretion disqualify that Winner and select, by random drawing, another eligible entrant to be awarded the Prize. Thrifty Foods will not be responsible for any failed attempt to notify a Winner of the outcome of this Contest.

10. **LIMITATION OF LIABILITY.** Contest participants acknowledge and agree that Thrifty Foods and any other person or entity associated in any way with the Contest, as well as their respective affiliates, subsidiaries, directors, officers, shareholders, employees, agents, advertising and promotional agencies (i) will have no liability of any kind whatsoever with respect to this Contest or the awarding or use of the Prize, (ii) make no warranty, guaranty or representation of any kind concerning the Prize, (iii) disclaim any implied warranty with respect to the Contest and the Prize, and (iv) are not liable for injury, loss or damage of any kind resulting from the entrant’s acceptance or use of the Prize or otherwise from such entrant’s participation in this Contest. Thrifty Foods will not be responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to, errors in advertising, the official rules, the announcement of the winner, distribution of the prize or technical malfunctions of telephone network lines, computer online systems, servers or providers, computer equipment or software, viruses, bugs, failure of personal computers or software and hardware configurations, or failure of any electronic mail to be received by Thrifty Foods or a participant for any reason. Under no circumstances, including negligence, shall Thrifty Foods be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service, or out of any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.

11. In the event that an entrant is at any time determined by Thrifty Foods to be ineligible to receive a Prize, that entrant’s entry will be destroyed and no Prize awarded.

12. By accepting a Prize, the winner acknowledges the right of Thrifty Foods, the contest sponsors and their respective affiliates and agents to use the winner’s name, city of residence, photograph, voice and image for any advertising or public relations purposes in all media used by Thrifty Foods and its advertising and promotional agencies, without payment or compensation, throughout the world in perpetuity.

13. Thrifty Foods and its affiliates may, at their sole discretion and without liability, terminate the Contest in whole or in part, without notice, or to modify or suspend the Contest at any time, if fraud, technical

failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of Thrifty Foods corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these official contest rules. Without restricting the generality of the foregoing, if for any reason more entrants receive a “win” notice than the number of prizes set out in these Contest Rules, Thrifty Foods reserves the right, in its sole discretion, to terminate the Contest in whole or in part, or amend or suspend it and award only the number of prizes stated in these official contest rules via a random drawing for the prizes not yet distributed at the time the Contest is terminated, suspended or amended. In the event of early termination of the Contest, a notice will be posted online and a random drawing to award the prize(s) will be conducted from among all eligible entries received prior to the time of termination. In no event will the number of prizes awarded exceed the available number of prizes as specified in these Rules.

14. Thrifty Foods is not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to, errors in advertising, the official rules, the announcement of the winners, distribution of the prizes or technical malfunctions of telephone network lines, computer online systems, servers or providers, computer equipment or software, viruses, bugs, failure of personal computers and/or software and hardware configurations, or failure of any electronic mail message to be received by Thrifty Foods or a participant for any reason including but not limited to traffic congestion on the Internet or at any website. Thrifty Foods is not responsible for damage to a user’s system occasioned by participation in this Contest or downloading any information necessary to participate in this Contest.
15. Thrifty Foods does not warrant that access to the Contest entry-form will be uninterrupted or error-free.
16. Under no circumstances, including negligence, will Thrifty Foods be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service, or out of any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.
17. Unless entrants otherwise indicate, the personal information gathered about entrants in the course of this Contest will be used for the administration of the Contest and in connection with any publicity relating to the Contest.
18. The decisions of Thrifty Foods and its authorized representatives are final as they relate to all aspects of the Contest, these Rules, or the awarding of a Prize.
19. The Contest and these Rules will be governed by and construed exclusively in accordance with the laws of the Province of British Columbia. Contest entrants acknowledge and agree that any action arising out of or relating to the Contest or these Rules will be commenced and conducted exclusively in a superior court within the Judicial District of Victoria, in the Province of British Columbia; by submitting an entry, Contest entrants consent and submit to the exclusive jurisdiction of such courts.