"BRUNET, MCMAHON DISTRIBUTEUR PHARMACEUTIQUE INC. AND METRO RICHELIEU INC."

OFFICIAL RULES (the "Official Rules") 2019/2020

The "Brunet, McMahon Distributeur Pharmaceutique Inc and Metro Richelieu Inc. Survey Contest" (the "Contest") is sponsored by Brunet, McMahon Distributeur Pharmaceutique Inc. and Metro Richelieu Inc. (the "Sponsor")

No purchase is necessary to enter and win the prize (the "Prize") in the Contest and making a purchase will not affect or improve the chances of winning the Prize. See Rule 4 below.

IMPORTANT NOTE: In addition to complying in full with all other requirements of these Official Rules, in order to be declared the actual winner of the Prize, the potential winner first must answer correctly a mathematical or arithmetic skill-testing question (the "skill-testing question"), without any mechanical, electronic or other assistance.

The Contest begins at 12:00:00 AM Eastern Daylight Time on November 1, 2019 and ends at 11:59:59 PM Eastern Daylight Time on October 31, 2020 (the "Contest Period").

Note: In these Official Rules, the Administrator's computer system which is used to govern all computer and time-related aspects of the Contest and, among other things, is the official time-keeping device for the Contest, is called the "**Contest computer**". Subject to the provisions of these Official Rules, all results as recorded or otherwise governed by the Contest computer shall be final and binding in all respects. Except as otherwise specifically stated in these Official Rules, all times mentioned in these Official Rules shall be Canadian Eastern Time (" **ET**").

- **1. ELIGIBILITY**: To be eligible to enter and to win the Prize in the Contest, a person must be a resident of Quebec who (i) has reached the age of 18 years old at the time he/she enters the Contest; **except** the following persons who are not eligible to enter the Contest or to win a Prize in the Contest:
- a) employees, directors, agents or representatives, the Sponsor or of any of the Sponsor's divisions, subsidiaries, affiliates, franchisees, stores (each a "Brunet, Metro or Metro Plus store", located throughout the province of Quebec), licensees, franchisees or promotional agencies or of any person, firm or corporation which provides any Contest materials or any services for the Contest; and
- b) any person who is an immediate family member (defined as a step-, adoptive or biological mother, father, daughter, son, sister, brother or spouse) of any person described in Rule 1 a) of these Official Rules; and
- c) any person who resides or is domiciled with any person identified in Rule 1 a) or 1b) of these Official Rules.

In these Official Rules, a person who is eligible to enter the Contest is referred to as an "eligible person".

2. DEFINITIONS: In these Official Rules a) the term "**Sponsor**" includes, where the context requires or permits, a representative or agent of the Sponsor (including, without limitation,

Zoop Mobility Network inc., which is administering the Contest as agent of Brunet, McMahon Distributeur Pharmaceutique inc. and Metro Richelieu Inc.); b) the term "Prize" means a prize which is available to be won in the Contest; c) the term "potential winner" means an eligible person who has been identified as being the potential winner of the Prize and the term "winner" means a potential winner who has been verified as the actual winner of the Prize; d) the term "Contest Website"

means www.brunetlistens.ca and www.metrosondage.ca / <a href="www.metr

3. THE CONTEST: SWEEPSTAKES GENERAL DESCRIPTION AND CHANCES OF WINNING THE PRIZE:

The Contest consists of:

a "sweepstakes" (the "Sweepstakes") in which one Entry is selected (the "Sweepstakes draw") at random by the Contest computer from among all Entries received and recorded by the Contest computer during the Contest Period. The eligible person whose Entry is selected in the Sweepstakes draw will be the potential winner of the Prize described in Rule 7 below. The chances of becoming the potential winner of the Prize will depend upon the number of entries into the Sweepstakes draw which are recorded by the Sponsor on behalf of eligible persons, in accordance with the provisions of these Official Rules.

Rule 7 below describes the Prizes available to be won in the Contest and the approximate retail value ("**ARV**") of the Prize.

4. HOW TO ENTER THE SWEEPSTAKES: During the Contest Period, an eligible person should visit the Contest Website.

Visit a participating Brunet store in Canada during the Contest Period. After you have paid your bill, take your receipt from that Brunet store, visit the website http://brunetlistens.ca, and follow the instructions to complete the survey.

4.1 With a Survey Access Code

In order to complete the survey, you must use the Survey Access Code found on your receipt from that Brunet store. This survey access code is valid for 7 days from the date of purchase at the Brunet store. Upon completing the survey, you will receive one entry into the Contest. Only entries made or received during the Contest Period will be eligible to win a Prize (defined below). By entering the Contest, you represent and warrant that you have read and accepted these Rules and Regulations, and understand that you may be contacted by the Sponsor.

4.2 Without a Survey Access Code

a) A drop-down list of cities in which Brunet stores are located will appear on that eligible person's computer screen and there will be one additional non-populated drop-down list box beneath it on that page. The eligible person should select the city where that Brunet store is located (or if he/she has visited more than one such store, where the store he/she has visited most recently is located). At that time, the box beneath it will be populated with the address (es) of the Brunet store(s) located in the selected city. The eligible person should then select, from that Brunet store list, the Brunet store he/she has visited most recently.

b) The eligible person must click "Submit" to submit his/her Entry into the Sweepstakes. Upon receipt by the Contest computer of a properly completed Entry Form, the Contest computer will record one (1) Entry into the Sweepstakes in the name of the applicable eligible person.

Note: No eligible person is allowed to submit more than one (1) Entry Form into the Sweepstakes during any 7-day period, and there is a limit of four (4) Entry Form submissions per eligible person, during the Contest Period. See Entry and Prize Limits in Rule 6.

5. THE SWEEPSTAKES DRAW:

It is planned that within seven (7) days of the end of the Contest Period, the Contest computer will select at random one (1) Entry from among all Entries recorded by the Contest computer during the Contest Period. The eligible person whose Entry is selected first in the Sweepstakes draw will be the potential winner of the Prize described in Rule 7 below.

6. EMAIL NOTIFICATION TO THE POTENTIAL WINNER OF THE PRIZE, THE DECLARATION AND RELEASE, THE SKILL-TESTING QUESTION, PRIZE FORFEITURE AND OTHER MATTERS:

The Administrator will send an email (a "**notification email**") to the eligible person who, as a result of the Sweepstakes draw, is the potential winner of the Prize in the Contest. The notification email will be sent to the email address which the potential winner furnished at the time he/she submitted the applicable Entry Form which led to him/her becoming a potential winner.

The Administrator is not responsible if, for any reason, a potential winner does not receive the notification email to which the declaration and release is attached (see below).

The notification email will inform a potential winner that he/she is the potential winner of the Prize in the Contest, will identify the applicable Prize, will either provide a link to, or provide as an attachment, a declaration and release (the "declaration and release"), and will specify the date by which the Sponsor must receive back from the potential winner his/her properly completed and signed declaration and release. The declaration and release will contain the skill-testing question, will contain a declaration by the potential winner that he/she is an eligible person, has complied in full with and will continue to comply in full with the provisions of these Official Rules and accepts the Prize as awarded to him/her, and will contain an indemnity, a liability release and a publicity release.

A potential winner must print out the declaration and release. Note: Once the potential winner has a printed copy of the declaration and release, he/she must fill his/her correct answer to the skill-testing question in the space provided for that purpose in the declaration and release, and must complete in full the declaration and release in the manner which will be specified in the notification email and on the declaration and release. The potential winner then must return, by mail to the Sponsor at the address set out in the notification email, the duly completed and signed original declaration and release, containing the potential winner's correct answer to the skill-testing question, for **receipt** by the Sponsor no later than the date specified in the notification email.

The Sponsor strongly recommends that, when sending the completed, original Declaration and Release as directed by the Sponsor, a potential winner use registered mail and obtain postal insurance. The Sponsor further recommends that before a potential winner mails a completed Declaration and Release to the Sponsor, he/she first make a copy of the completed Declaration and Release to keep for his/her records.

Provided a potential winner submits his/her duly completed and signed declaration and release, and provided that declaration and release is received by the Sponsor in accordance with these Official Rules, and provided the potential winner answers correctly the skill-testing question, subject to the provisions of these Official Rules, the Sponsor then will proceed to review the declaration and release to confirm that it accords with the requirements of the Official Rules.

Prize Forfeiture: If a potential winner fails to submit an answer to the skill-testing question, or submits an incorrect answer to that question, or fails to comply in full and in any way or manner with any provision or provisions of or limitation contained in these Official Rules including, without limitation, the eligibility requirements or the Entry limits prescribed in Rules 4 and 6 of these Official Rules, or fails to meet the requirements related to completion, execution and submission of his/her declaration and release (see above), that potential winner forfeits any right to receive the Prize to which he/she may otherwise be or have become entitled, is deemed to have waived any claim to the Prize without further notice, and the Prize is forfeited. If the Sponsor attempts to deliver, or to effect delivery of, the Prize to a winner and the Prize is returned to the Sponsor as undeliverable or the Prize winner declines or fails to take delivery of the Prize, then the winner of the Prize forfeits the Prize, the winner will have no further claim against the Sponsor in respect to the Prize or the Contest, and the Prize will not be awarded in the Contest.

If, for any of the reasons specified in the preceding paragraph of this Rule 6, the potential winner of the Prize forfeits the Prize, the Sponsor will select a backup Entry and will send a notification email to the eligible person who submitted the backup Entry, who will follow the same process specified in this Rule 6, which is applicable to notification of the potential winner of the Prize. The eligible person who submitted that backup Entry will have the same obligations as apply to the potential winner of the Prize. If and as necessary, the Sponsor will continue the process of attempting to verify an eligible person as the winner of the Prize by dealing, in order, with each eligible person who submitted a backup Entry until the Prize winner is verified, or until there are no more backup Entries remaining. In the latter case, the Prize will not be awarded in the Contest and no eligible person who was a potential winner of the Prize, and no other person, will have any claim against the Sponsor in respect to the Prize or the Contest.

ENTRY AND PRIZE LIMITS:

There is a limit of one (1) Entry recorded after an Entry Form is submitted per eligible person in any seven (7) day period during the Contest Period and a limit of twelve (12) Entries recorded after an Entry Form is submitted per eligible person during the Contest Period. In addition, no eligible person is permitted in any way or manner to use more than one (1) email account to enter the Contest. If the Sponsor finds that any person has failed to observe and comply in full with these limits, irrespective of the reason for or cause of such non-observance or non-compliance, then a) all Entries which that person has submitted into the Contest will be null and void, b) that person will be disqualified from submitting any further Entries into the Contest and will be disqualified from receiving the Prize to which he/she might otherwise have been entitled, c) that person will be disqualified from the Contest, and d) if that person has been declared a winner, that person will be obliged to return the Prize he/she has received, or its cash equivalent, to the Sponsor forthwith.

7. PRIZE:

There is one (1) Prize to be awarded every (1) Month per Contest Period (a "monthly prize"). The Prize consists of Brunet, Metro or Metro Plus and Super C gift cards (total value of 500 \$ CDN), in denominations to be determined by the Sponsor (a "**Gift Card**"), ARV 500 \$ CDN.

Gift Cards will be activated before being delivered to a winner. A Gift Card can be used, up to its value, or its remaining value, as the case may be, to purchase products and/or services at any participating Brunet, Metro or Metro Plus and Super C store in Québec, Canada.

Each Gift Card, subject to anything expressly to the contrary as set out in these Official Rules, is subject to the Sponsor's terms and conditions which apply to Gift Cards.

GENERAL PROVISIONS:

- 8. Subject to the provisions of these Official Rules, the Prize must be accepted as awarded, without substitution, is not transferable and has no cash surrender value. The Prize will be awarded in the form of a Gift Card in Canadian Dollars. No cash alternative or substitution of the Prize will be provided, except that the Sponsor, in its sole discretion, reserves the right to substitute the Prize of equal or greater value if the Prize cannot be awarded as described due to unavailability or for any other reason.
- 9. The Prize will be delivered only to the address provided by the winner in connection with his/her Entry Form (see Rule 4 above). The Sponsor will mail or, at the Sponsor's option, deliver or cause to be delivered the Prize to its winner within 8 weeks of the date that person is determined to be the winner of the Prize. To complete Prize delivery, the signature of the winner may be required and winner agrees to cooperate fully with the Sponsor in that regard. Any income or other taxes (including, without limitation, federal, Provincial/Territorial, and local income taxes) on or connected with the Prize, and the reporting consequences thereof, are solely the responsibility of the winner of the Prize.
- 10. Any expenses which are applicable to the Prize, and which are not expressly included in the description of the Prize in these Official Rules are the sole responsibility of the winner of the Prize. If a potential winner cannot accept the Prize as stated, the Prize will be forfeited in its entirety.
- 11. By entering the Contest, eligible persons agree to abide by these Official Rules and by the decisions of the Sponsor with respect to all aspects of the Contest, including without limitation any decision respecting the eligibility or otherwise and the identity of any person who participates or attempts to participate in the Contest. All such decisions are final and binding on all persons who enter the Contest.
- 12. Any person attempting or apparently attempting in any way to defraud the Sponsor in any way in connection with this Contest will be disqualified and prosecuted to the fullest extent permitted under the law. In the event of a dispute as to the identity of any person who submits an Entry Form into the Contest, the Entry Form in question will be deemed to have been submitted by the authorized account holder of the email account from which it was sent. The "authorized account holder" shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide the Sponsor with proof that he/she is the authorized account holder of the email address associated with his/her potential winning Entry. If a dispute cannot be resolved to the Sponsor's satisfaction, the potential winning Entry will be deemed null and void.
- 13. If the Sponsor in its sole discretion so elects, a potential winner may be required to submit to, and by entering the Contest agrees to fully cooperate in, a background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Contest will not bring the Sponsor into public disrepute, contempt, scandal or ridicule, or reflect unfavourably on the Contest or the Sponsor as determined by the Sponsor in its sole discretion.

- 14. If a winner makes any false statement in any document related to the Contest, the winner will be required to promptly return the Prize (or, at the Sponsor's option, the cash equivalent of the Prize based on the ARV as stated in these Official Rules) to the Sponsor upon demand and at the winner's sole expense.
- 15. A potential winner or a winner may not transfer the applicable Prize to any other person prior to the actual delivery to him/her of the Prize unless authorized in writing by the Sponsor before the transfer is made. Such authorization may be granted or withheld in the Sponsor's sole discretion. Any potential winner or winner of the Prize must make any request for such authorization in writing and must sign and return the request to the Sponsor.
- 16. The Sponsor is not responsible for illegible, misdirected, late, lost, damaged, delayed, stolen, or any postage-due submission or transmission of any declaration and release (or for any declaration and release which is sent to the Sponsor on a 'collect' basis) or for any failed Prize delivery or attempted Prize delivery; for any failure of the Contest Website, or for incorrect, inaccurate or incomplete capture on or by the Contest Website or the Contest computer of any Entry Form or any Entry information; for late, lost, illegible, incomplete, falsified, fraudulent, tampered with, altered or destroyed Entry Forms or Entries and all such Entry Forms or Entries are void; for any damage to any eligible person's or other person's computer system or wireless device which is occasioned by accessing the Contest Website, by participating in the Contest, or by redeeming or attempting to redeem a Prize; for lost, interrupted, inaccessible, incompatible or unavailable networks, servers, satellites, Internet Service Providers, wireless carriers, web sites (including the Contest Website), or other connection or connections; for availability or accessibility problems arising in connection with or over the course of the Contest; for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, email, telephone or cable transmissions, or hardware or software malfunctions, failures or difficulties; for any technical malfunctions, failures, or difficulties, printing errors or omissions, clerical, typographical or other error(s) or omission(s) in any materials connected to the Contest including, without limitation, in any advertising or advertising materials, in any declaration and release, in any Entry Form, in the offering or announcement of the Prize or in the Prize notification or notification email or letter; for any errors or omissions of any kind, whether human, mechanical, clerical, electronic, or technical in nature; or, for the incorrect or inaccurate capture of information, or the failure to capture any information.
- 17. Proof of mailing or of transmission or of attempted transmission of any communication or any declaration and release does not constitute proof of receipt by the Sponsor of the communication or declaration and release.
- 18. By entering the Contest, each eligible person (here, a "Releasor") releases and agrees to indemnify and hold harmless the Sponsor, its respective parent, related and subsidiary and affiliated companies, subsidiaries, agents, members, dealers, franchisees, stores, restaurants, advertising or promotional agencies, representatives, and each of their respective directors, officers, employees, successors, sponsors, partners, licensors, licensees, subsidiaries, agents, advisors, assignees, and all others associated with the development and execution of the Contest (collectively the "Releasees"), from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, costs, expenses, claims and demands, including legal fees and related expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for injury, accident, damage, claim, loss, misfortune, death, or property damage which any Releasor, or his/her administrators, heirs, successors or assigns, has, might have or could have, with respect to or in any way related or connected to any aspects of the Contest or by reason of or arising out of the Releasor's participation in the Contest and/or in connection with the acceptance and/or use by the Releasor of the Prize awarded and any travel by a Releasor to claim the Prize and from and against any and all liability with

respect to or in any way related to the Prize, printing errors or omissions, claims based upon publicity rights, defamation or invasion of privacy prior to being awarded the Prize, or arising from the Contest and the awarding, use, possession, delivery or misuse of the Prize awarded, including liability for personal injury or damage to property. The Releasor further agrees to indemnify and save the Releasees harmless from and against any such causes of action, suits, debts, covenants, contracts, costs, expenses, claims and demands, including legal fees and related expenses.

- 19. By claiming the Prize, the potential winner and the winner hereby agrees and grants the Sponsor the right, but not the obligation, to use his/her name, photo, voice, and likeness, along with his/her address (city/town and Province/territory) and any statements made by or attributed to him/her in any and all media (including the Internet), now known or hereafter devised, in perpetuity and throughout the universe for advertising and promotional purposes in connection with the Contest and other promotions without further notice, review, approval or compensation, and releases the Sponsor and all directors, officers, employees, and agents of the Sponsor and of the Sponsor's divisions, parents, subsidiaries or affiliated companies, advertising and promotion agencies, representatives, stores, restaurants, service agencies, or independent contractors from any liability with respect thereto.
- 20. By accepting the Prize, a winner agrees that if the Sponsor decides, in its sole discretion, to hold the Prize presentation ceremony or event, the winner will cooperate fully with the Sponsor in that regard.
- 21. Any attempt by any person to damage the Contest Website or to undermine the legitimate operation of the Contest may be a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. The use of an invalid email address will disqualify any related Entry Form and Entry. Any person who spams the same email address will disqualify any related Entry Form and, if applicable, Entry.

22. FORCE MAJEURE/PRINTING AND CONTEST ERRORS AND/OR OMISSIONS:

Subject to first obtaining any necessary governmental consent, the Sponsor reserves the right to suspend or terminate this Contest or to amend, enlarge or modify these Official Rules at any time and in any way, without prior notice. Without limiting the generality of the foregoing, and subject to any governmental approval which may be required, the Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or to modify, suspend or extend the Contest in any way, if it determines, in its sole discretion, that the Contest is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses, glitches, or printing or production errors or omissions) have destroyed or severely undermined the proper play. integrity, and/or feasibility of the Contest. In the event the Sponsor is impeded or prevented from continuing with the Contest as planned or intended by any event beyond its control, including, but not limited to fire, flood, natural or manmade epidemic or health hazard or crisis, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment malfunction or failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), any federal, Provincial/territorial, or local government law, order, or regulation, public health crisis, the order of any court or jurisdiction, or by any other cause not reasonably within the Sponsor's control, then subject to any governmental approval which may be required, the Sponsor shall have the right to modify, suspend, extend or terminate the Contest. Subject to the provisions of these Official Rules, only the type and quantity of the Prize described in these Official Rules will be awarded in the Contest. If, due to printing or programming or production or transmission or other errors or omissions or for any other reason whatever, there is more than one potential Prize winner coming forward seeking to claim the Prize, the winners, of the Prize, may be selected in a random drawing

from among all persons making purportedly valid claims for the Prize. Inclusion in such drawing shall be the sole and exclusive remedy in such circumstances for any eligible person who has submitted an Entry Form into the Contest.

- 23. DISQUALIFICATION: It is the responsibility of any eligible person who submits an Entry Form into the Contest to ensure that he/she has complied in full with all of the conditions and requirements contained in these Official Rules The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or with the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the apparent intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from and against any such person to the fullest extent permitted by law.
- **24. WORDING DISCREPANCIES:** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any declaration and release or website or advertising or form or other publicity or materials concerning the Contest and the provisions contained in these Official Rules, the provisions in these Official Rules shall prevail, govern and control. In the event there is a discrepancy or inconsistency between the English language version of these Official Rules or of any other material(s) used or published in connection with the Contest and the French language version of the Official Rules or the applicable material(s), the French language version will govern.
- **25. INVALIDITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed or considered to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the Sponsor.
- **26. FOR QUÉBEC RESIDENTS:** Any litigation respecting the conduct or organization of the 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 des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.
- **27. USE BY SPONSOR OF PERSONAL INFORMATION:** During conducting this Contest, the Sponsor will acquire certain personal information as submitted by persons seeking to enter the Contest. If any such person chooses to "opt into" receiving future communications from the Sponsor, the Sponsor from time to time will send that person email notifications of other contests, products, news and other matters which the Sponsor deems is of public interest. A person can ask the Sponsor to remove his/her name from that emailing list by contacting the Sponsor in the manner specified in the Sponsor's privacy policy available on the Sponsor's website at:

http://www.metro.ca/politique-confidentialite.fr.html (French version)
http://www.metro.ca/protection-personal-information.en.html (English version)
If any such person declines to "opt into" receiving further communications from the Sponsor, the Sponsor will use his/her personal information only for the purpose of conducting and administering this Contest.

28. CONTEST ORGANIZERS' DECISION. Any decision by the Sponsor or its representatives regarding the 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.

29. GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between one or more persons who participate in the Contest and the Sponsor in connection with the Contest shall be governed by and construed and interpreted in accordance with the internal laws of the Province of Quebec, Canada, including the procedural provisions of those laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. All persons who participate in the Contest, the Sponsor, and all other parties hereby attorn to the jurisdiction of the courts of that Province, sitting in the City of Montreal, Quebec, in respect of the determination of any matter or dispute arising under or in respect of the Contest or arising under or in respect of these Official Rules and agree that any such determination shall be brought solely and exclusively before such courts in the Province of Quebec.

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