

# **CONTEST RULES FOR "2021 Big Back-to-School Contest"**

#### 1. ELIGIBILITY

- 1.1 To be eligible for the contest (the "Contest"), entrants must:
  - 1.1.1 Have a valid Québec study permit for the fall 2021 session; and
  - 1.1.2 Have reached the age of majority in their province or territory of residence at the time of entry;
  - 1.1.3 Be full-time international students enrolled at a Greater Montréal school board, college or university<sup>1</sup> for the fall 2021 session;
  - 1.1.4 Be a resident of Québec.
- 1.2 The Contest is not open to:
  - 1.2.1. The employees, representatives and agents of Montréal International and its subsidiaries, partners and affiliates (collectively referred to as the "Sponsor").
  - 1.2.2. The employees, representatives and agents of the providers of each of the Prizes (defined below) awarded in the Contest.
  - 1.2.3. The employees, representatives and agents of the Sponsor's advertising and promotion agencies.
  - 1.2.4. Exchange students or temporary students.
  - 1.2.5. Students completing their academic session remotely from their country of residence, other than Canada.
- 1.3 The Sponsor may ask a Contest entrant (the "Entrant"), at any time, to provide proof of identity, age and/or eligibility to be allowed to enter the Contest. Failure to provide such proof within two (2) days of such request from the Sponsor may result in the Entrant being disgualified at the sole and absolute discretion of the Sponsor.
- 1.4 All information provided by the Entrant to the Sponsor for the purpose of the Contest must be truthful, accurate and complete.

### 2. CONTEST PERIOD

<sup>1</sup> See the list of 82 municipalities comprising Greater Montréal (in French only): https://cmm.qc.ca/a-propos/territoires-et-municipalites/

2.1 The Contest begins on August 19, 2021, at 9:00 a.m. ET (the "Contest Start Date") and ends on October 18, 2021, at 11:59 p.m. ET (the "Contest End Date") (the period between the Contest Start Date and the Contest End Date is the "Contest Period").

### 3. How to Enter

- 3.1 The Entrant earns points ("Points") by completing various actions (an "Action"). Each completed and validated Action can earn a specified number of Points for the Contest when the entry form is submitted.
- 3.2 The number of Points for every completed and validated Action is as follows:
  - Sign up for the I choose Montréal newsletter and services: 10.000 Points
  - Visit the I choose Montréal Facebook page: 100 Point
  - Visit the I choose Montréal Instagram page: 100 Point
  - Follow I choose Montréal's LinkedIn page: 250 Points
  - Share the Contest with your contacts: 300 Points per contact
- 3.3 An Entrant can perform several Actions during the Contest Period.
- 3.4 The Sponsor may, at its sole and absolute discretion, disqualify, including but not limited, an Entrant who exceeds the entry limit set forth in these Rules.
- 3.5 The time that an entry is deemed to be received will be the time at which such entry is received by the servers used for the Contest.
- 3.6 Entrants must submit their entry forms on their own behalf and may not use a proxy. Any Entrant who fails to do so will be disqualified.
- 3.7 In the event of a dispute regarding the identity of an Entrant, the entry will be deemed to have been submitted by the authorized account holder of the email address provided at the time of entry. Each Selected Entrant (defined below) may have to show proof of being the authorized account holder of the email address provided at the time of entry.
- 3.8 Entries may be subject to verification and will be declared invalid if they are received before or after the Contest Period.

#### 4. PRIZES

- 4.1 Prize Description
  - 4.1.1 There are five (5) prizes to be won, including:
    - One \$800 gift card for The Source (electronics retailer)
    - Two \$250 gift cards for Simons (clothing retailer)
    - Two \$100 gift cards for La Cordée (outdoor equipment retailer)
  - 4.1.2 The total value of the Prizes is \$1,500 in Canadian dollars.

- 4.1.3 Each winner can only win one (1) prize.
- 4.1.4 Each winner is fully responsible for any other incidental costs or expenses related to the Prize. The Sponsor is under no obligation to offer any prizes other than the Prizes described in these Rules.

## 4.2 **PRIZE HANDOVER**

4.2.1 The Prize will be emailed or mailed to the winner.

### 4.3 ENTRANTS SELECTED FOR THE PRIZE

- 4.3.1 Winners will be determined at 3:00 p.m. ET on October 20, 2021, by the person in charge of the Contest using a random draw platform from all eligible entry forms received during the Contest Period.
- 4.3.2 The odds of winning a Prize depend on the number of eligible entries received and the number of Points earned during the Contest Period.

#### 4.4 CONDITIONS OF WINNING

- 4.4.1 To be declared a Winner (defined below), Selected Entrants must meet the conditions set forth in paragraphs 5.2, 5.3 and 5.4.
- 4.4.2 Each Selected Entrant will be notified by email within two (2) business days of the selection of Selected Entrants. To be declared a Winner (defined in the paragraph below), each Selected Entrant must contact the Sponsor within two (2) business days of being notified. Failure to do so will result in the Selected Entrant being disqualified and not having the right to claim the Prize. The Sponsor may then, at its sole and absolute discretion, randomly select another Entrant, according to paragraph 5.1, or cancel the Prize. The new Selected Entrant may also be disqualified, as set forth in that paragraph.
- 4.4.3 To be declared a Prize winner (the "Winner"), each Selected Entrant must: (i) Complete and sign a declaration and release form (a "Declaration and Release Form") confirming compliance with the Contest rules and, to the extent permitted by law, releasing the Sponsor, any other organization or association associated with the Contest, the Prize, or the awarding of the Prize, and their respective directors, officers and employees from all liability for any injury, accident, loss or damage relating to the Contest, the Prize or the awarding of the Prize; (ii) correctly answer, without assistance, the mathematical skill-testing question included in the Declaration and Release Form; (iii) return the completed and duly signed Declaration and Release Form to the Sponsor by the date indicated in the Declaration and Release Form; (iv) provide proof of full-time enrolment at a Greater Montréal school board, college or university for the winter 2021 session; and (v) provide a study permit confirming the Winner's international student status.

4.4.4 In the event that a Selected Entrant fails to answer the mathematical skill-testing question correctly or that the Declaration and Release Form duly completed and signed by the Entrant is not received by the Sponsor or its agent by the date indicated in the Declaration and Release Form, the Sponsor may, at its sole and absolute discretion, completely cancel the Prize or randomly select another Entrant from among the other valid entries submitted during the Contest Period, according to paragraph 5.1, or withdraw the Prize. The new Selected Entrant may be disqualified if he or she fails to meet the conditions under paragraph 5.2.

### 5. **GENERAL CONDITIONS**

- Each Prize must be accepted as awarded. Prizes are non-transferable and may not be redeemed for cash. No Prize substitutions will be made except at the Sponsor's sole and absolute discretion. The Sponsor may substitute a Prize or any part of a Prize for another prize of equal or greater value. Any part of a Prize that is not accepted or used by each Winner will be cancelled. The Sponsor may not be held liable if an event leads to the cancellation of the Contest or if other factors beyond its control prevent the Contest, or any part of the Contest, from being completed. The Sponsor makes no warranty, express or implied, of any kind with respect to a Prize. By accepting the Prize, each Winner acknowledges that the only warranties applicable to any aspect of the Prize are those provided by the Prize manufacturer or provider, as applicable. Under no circumstances will a Winner have any recourse against the Sponsor with respect to any aspect of the Prize or the Contest.
- The Winners are not entitled to the difference between the actual value of the Prize and the approximate value of the Prize indicated in these Rules, if any.
- Any attempt to sabotage the Contest, damage the materials related to the Contest or undermine the legitimate operation of the Contest may constitute a violation of criminal and civil laws. Should any such attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal or penal prosecution.
- No correspondence relating to the Contest will be entered into except with each Selected Participant and each Winner.

### 6. INDEMNIFICATION BY ENTRANTS

- 6.1 By entering the Contest, and within the limits provided by law, the Entrants:
  - 6.1.1 Release the Sponsor and its directors, officers, employees, parent companies, subsidiaries, affiliates, partners, suppliers, sponsors, representatives and agents from any and all liability for any injury, loss or damage of any kind caused to the Entrants or any other person, including, without limitation, material or moral damages, resulting in whole or in part, directly or indirectly, from the acceptance, possession, use or abuse of any Prize, participation in the Contest, any violation of the Contest Rules or any activity related to the Prize; and

6.1.2 Agree to fully indemnify and hold harmless the Sponsor and its directors, officers, employees, parent companies, subsidiaries, affiliates, partners, suppliers, sponsors, representatives and agents from and against any and all claims by third parties related to the Contest.

## 7. **CONDUCT**

- 7.1 By entering the Contest, Entrants agree to be bound by these Rules, which will be posted, as mentioned above, during the Contest Period.
- 7.2 The Sponsor reserves the right, at its sole and absolute discretion, to disqualify any Entrant who:
  - 7.2.1 violates the Contest Rules;
  - 7.2.2 tampers with or attempts to tamper with the registration process or the operation of any website related to the Contest;
  - 7.2.3 acts in an unsportsmanlike, unfair or disruptive manner or with the intent to disturb, abuse, threaten or harass another person.

### 8. **LIMITATION OF LIABILITY**

- 8.1 The Sponsor assumes no responsibility for lost, delayed, destroyed or misdirected entries or emails, or for any technical issue as a result of any malfunction such as computer, software, telephone or Internet connection failure.
- 8.2 The Sponsor assumes no responsibility for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or used for the Contest or for any human or technical errors that may occur in the administration of the Contest.
- 8.3 As permitted by law, the Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux (the "Régie") if necessary, to cancel, suspend or modify the Contest if a virus, bug, computer problem, unauthorized human intervention or any other cause beyond the control of the Sponsor alters or affects the administration, security, fairness, integrity or proper operation of the Contest.

## 9. RELEASE/PRIVACY/USE OF INFORMATION PROVIDED BY ENTRANTS

- 9.1 By entering the Contest, Entrants agree that the Sponsor may use the personal information they provided for the purpose of administering the Contest and awarding the Prizes, and acknowledge that the personal information provided will only be disclosed to third parties in the manner provided in these Rules.
- 9.2 By accepting the Prize, each Winner grants permission to the Sponsor to use the Winner's name, address, photograph, likeness, voice, and biographical information for promotional purposes without further compensation, unless such practice is prohibited by law.

## 10. INTELLECTUAL PROPERTY

All intellectual property and all promotional materials, web pages and source codes are the property of the Sponsor and/or its subsidiaries, who retain all rights thereto. Unauthorized copying or use of copyrighted or trademarked material without the express written consent of its owner is strictly prohibited.

#### 11. LAW

11.1 These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest is null and void where prohibited. Subject to the approval of the Régie, if required, the rules of the Contest may be amended without notice to make sure they comply with any applicable federal, provincial and municipal law or the policy of any entity that has jurisdiction over the Sponsor.

## 12. QUÉBEC RESIDENTS

12.1 Any litigation respecting the operation or organization of the Contest may be submitted to the Régie 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 to reach a settlement.

### 13. WINNER INFORMATION AND ANNOUNCEMENT OF WINNERS

13.1 The Winners will be announced on Facebook and ichoosemontreal.com and posted online for 30 days.