

**Cogeco Connexion “Pay Smart” Contest 2024 (“Contest”)
Official Contest Rules (“Contest Rules”)**

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED BY LAW.

- 1 **SPONSOR AND OVERVIEW:** This Contest is held in Ontario and Quebec, and is sponsored by COGECO CONNEXION INC. (“Cogeco” or “Sponsor”). The Contest starts on November 1, 2024, at 00:00:00 AM (midnight) Eastern Time (“Contest Start Date”) and closes on January 31, 2025, at 11:59:59 PM Eastern Time (“Contest Closing Date”) (collectively the “Contest Period”).

- 2 **ELIGIBILITY:** This Contest is open to all natural persons who meet the below requirements and enter in accordance with Paragraph 3 (Contest Entry. How to Enter) of these Contest Rules (“Entrant(s)”). To enter and be eligible to win a prize, an Entrant:
 - a. Must be a legal resident of Ontario or Quebec Canada, including at the time of award and use of the prize;
 - b. Must have reached the age of majority in his/her province or territory of residence at the time of entry;
 - c. Must not be i) an employee of Sponsor, Contest judging organization/Contest Administrator (as defined hereunder, if any), or any prize suppliers, their respective subsidiaries, parent or affiliated companies, and their respective distributors, agents and advertising or promotional agencies, or ii) a member of the immediate family of any of the above persons (“immediate family” means spouses, mothers, fathers, sisters, brothers, sons and daughters, step-sons and step-daughters), or iii) a person domiciled with any of the above persons;
 - d. Must provide Sponsor upon request: proof of residence, identification, and age.

By entering the Contest, Entrants agree to abide by these Contest Rules and the decisions of Sponsor, which are final.

3 CONTEST ENTRY. HOW TO ENTER:

There are two methods of entry.

3.1 WITH PURCHASE METHOD OF ENTRY:

MAKING PURCHASES: In order to enter and participate in the Contest “with purchase”, during the Contest Period, “with purchase” Entrants are or become **residential** Cogeco customers (each one a “Customer” and collectively the “Customers”):

- a. Current Customers who had already opted for e-billing AND pre-authorized debit payments through their bank account on Contest Start Date;
- b. Current Customers who had already opted for e-billing OR pre-authorized debit payments through their bank account on Contest Start Date, AND opt-in to BOTH during the Contest Period;
- c. Current Customers who had NOT opted for e-billing NOR pre-authorized debit payments through their bank account on Contest Start Date, AND opt-in to BOTH during the Contest Period;
- d. NEW Customers who opt in to BOTH e-billing AND pre-authorized debit payments through their bank account during the Contest Period.

ALL SUCH CUSTOMERS WILL RECEIVE ONE (1) AUTOMATIC ENTRY FOR THE ENTIRE CONTEST PERIOD BASED ON CUSTOMER’S ACCOUNT HOLDER’S INFORMATION ACCORDING TO COGECO’S RECORDS. Entry will be in accordance with Customer’s account holder information that Sponsor has on file (Customer first name, last name, complete home address (including postal code), valid email address and telephone number, and any other required information), **subject to the limits and restrictions on Entries set out herein**. For the avoidance of doubt, Sponsor’s records, systems, servers and clocks are the official tools for determining all information in connexion with a Cogeco account, including its holder.

To opt-in to the requisite e-billing AND pre-authorized debit payments, Customer must:

- Visit My Account on web at <https://myaccount.cogeco.ca/> or through the Cogeco App;
OR
- Ontario: call 1-886-261-4447; Quebec: call 1-886-921-5792; OR
- Visit a Cogeco store to speak with a sales representative.

Collectively each and any with-purchase requisite opt-ins for an automatic entry is referred to as a **“With-Purchase Submission”** and each with-purchase entry is referred to as a **“With-Purchase Entry”**.

Each With-Purchase Entry may only be submitted once. Duplicate submissions of will be disqualified, and any related With-Purchase Entry will be void and discarded.

To be valid and eligible for a given monthly draw, the With-Purchase Submission and related With-Purchase Entry in connection therewith must: (i) fully evidence that Entrant made a With-Purchase Submission during the Contest Period and relevant draw period, showing its date and time; (ii) clearly show the requisite opt-ins chosen at all times, including at the time of any given draw, (iii) contain all of the information listed above; and (iv) be received by Sponsor during Contest Period, in time for said monthly draw in accordance with the Entry Deadlines listed in the Table at Paragraph 7.

LIMITS: One With-Purchase Submission and With-Purchase Entry, as evidenced by Entrant’s Cogeco account in accordance with these Contest Rules. Maximum of ONE (1) One With-Purchase Submission and With-Purchase Entry per Cogeco residential customer for the entire Contest Period, **subject to further limits and restrictions on Entries set out herein.**

By way of example, if, during the Contest Period:

- Customer opts in to e-billing but not to pre-authorized debit payments through Customer’s bank account, such Customer will not receive a With-Purchase Entry.
- Customer opts in to only e-billing OR only to pre-authorized debit payments through Customer’s bank account. This will not result in any entry.
- If during the Contest Period, that same Customer remains on e-billing AND opts-in to pre-authorized debit payments through Customer’s bank account, then Customer will receive a With-Purchase Entry.

3.2 WITHOUT PURCHASE METHOD OF ENTRY:

MAKING SUBMISSIONS FOR “NO-PURCHASE” ENTRIES: In order to enter and participate in the Contest through the “no-purchase” method of entry, during the Contest Period, Entrants who would like to make “no-purchase” submissions and receive “no-purchase” Entries, must send their own original handwritten 100-word essay about what the “Cogeco Pay Smart” campaign means to them, with the exact word-count at the end of their essay, along with their first name, last name, complete home address (including postal code), valid email address and telephone number on the same piece of paper. The envelope must be addressed to “Cogeco Pay Smart Contest” at 1 Place Ville-Marie, Suite 3301, Montreal, Quebec H3B 3N2. Collectively each written submission together with the requisite original essay, are referred to as a **“No-Purchase Submission”**.

Each No-Purchase Submission and its one hundred (100)-word, original essay may only be submitted once during the entire Contest Period. Duplicate submissions, including duplicate submission of essays will be disqualified, and any related No-Purchase Entry will be void and discarded.

To be valid and eligible for a given monthly draw, each No-Purchase request, No-Purchase Submission and No-Purchase Entry in connection therewith must: (i) be received individually (i.e., multiple requests or essays in the same envelope will all be void); (ii) contain all of the information listed above; and (iii) be received by Sponsor during Contest Period, in time for said monthly draw in accordance with the Entry Deadlines listed in the Table at Paragraph 7.

LIMITS: One original essay per No-Purchase Submission. One No-Purchase Submission and No-Purchase Entry per valid no-purchase entry request in accordance with these Contest Rules.

Maximum of ONE (1) No-Purchase Submission for ONE (1) No-Purchase Entry, per person, for the entire Contest Period, **subject to further limits and restrictions on Entries set out herein.**

IMPORTANT NOTE: ENTRANTS MUST RETAIN A COPY OF THEIR ORIGINAL ESSAY(S). THEY WILL BE REQUIRED FOR VERIFICATION PURPOSES, INCLUDING AS PART OF THE VERIFICATION PROCEDURE CONDUCTED FURTHER TO THE RANDOM DRAW, AS SET OUT BELOW. FAILURE TO PRESENT SUCH ESSAY WILL RESULT IN DISQUALIFICATION.

3.3 APPLICABLE TO ALL METHODS OF ENTRY:

Together the With-Purchase Entries and No-Purchase Entries are individually and collectively referred to as an “**Entry**” or the “**Entries**”. Together the With-Purchase Submissions and No-Purchase Submissions are individually and collectively referred to as a “**Submission**” or the “**Submissions**”. No Submission will be acknowledged. All Submissions and Entries, along with all No-Purchase requests and essays, are the property of the Sponsor and will not be returned.

To be eligible and valid any Submission must (i) be submitted AND received during the Contest Period, (ii) be fully completed in accordance with these Contest Rules, and (iii) otherwise be compliant in all respects; failing which a Submission will be rejected and any Entry generated thereby shall be void. To be eligible to win a monthly prize offered in relation to a given monthly draw, Entrants must submit an Entry by the relevant Entry Deadline for that draw, listed in the Table at Paragraph 7, and at all events by the Contest Closing Date. To be eligible to win a prize, all valid Entries must be received by the Contest Closing Date.

Only Eligible Entries will be entered into the appropriate monthly draws in accordance with the Entry Deadlines listed in the Table at Paragraph 7. The preceding does not limit Sponsor’s right to disqualify any Entry or Entrant based on any other provision of these Contest Rules or applicable law.

LIMIT OF ONE (1) ENTRY PER PERSON FOR THE ENTIRE CONTEST PERIOD, REGARDLESS OF METHOD OF ENTRY, AND REGARDLESS OF EMAIL ADDRESS, STREET ADDRESS, NUMBER OF ACCOUNTS, ESSAYS OR SUBMISSIONS. FOR CERTAINTY, NO ONE MAY ENTER BY MORE THAN ONE METHOD OF ENTRY; ANYONE DOING SO WILL BE DISQUALIFIED. No reproductions permitted: duplicate Entries will be void and discarded.

4 PRIZES:

4.1 Prize description, seeding etc.

There are forty-two (42) prizes (each individually a “**Prize**” and collectively the “**Prizes**”) available to be won, all consisting in a credit to winner’s Cogeco account applicable against the total of said account, until credit runs out, **subject to the restrictions stipulated herein.** The Prizes are seeded as follows. For each one of the three (3) monthly draws, the Prizes offered are:

Prize Category	Credit Value	Number of Prizes in the category/draw
First/ Grand Prize	\$1,500	1
Second Prize	\$500	3
Third Prize	\$100	10

Any prize must be claimed within the delay stipulated at Paragraph 8 at the latest, after which time the selected Entrant forfeits his/her claim to the prize. **LIMIT OF ONE (1) PRIZE PER PERSON, FOR THE ENTIRE CONTEST PERIOD, REGARDLESS OF METHOD OF ENTRY.**

4.2 Restrictions

Entrants must keep the requisite opt-ins (in the present case, e-billing and pre-authorized debit payments through their bank account at all times throughout the entire Contest Period, at all times until each draw date included, and if awarded Prize, at all times throughout the Prize fulfilment period.

Failure to comply with any of the preceding results in all of the below:

- Entrant is disqualified and ineligible to win a Prize;

- Entry is void, ineligible and discarded;
- Any Prize is forfeited;
- Entrant or Winner shall not be entitled to any monetary or other compensation for the Prize that was lost or for any portion of the Prize not yet fulfilled;
- Entrant or Winner shall not have any recourse towards the Sponsor or other Releasees (as defined at Paragraph 11).

For instance, if an Entrant ceases to be a Customer, or they cease to be on e-billing and/or pre-authorized debit payments at any time after the Contest Start Date, all of the above consequences will apply to them.

4.3 Cogeco's Terms and Conditions

The present Contest Rules and the running of this Contest does not preclude Cogeco's Terms and Conditions from applying to Customer's and Cogeco's relationship. Under any and all circumstances, Cogeco's Terms and Conditions shall have precedence over these Contest Rules. Without limiting the generality of the foregoing, if the Cogeco account is terminated for whatever reason, either by Customer or by Cogeco, then the consequences stated above at 4.2 shall apply.

5 GENERAL PRIZE RESTRICTIONS:

Any depiction of a prize in promotional materials is for illustration purposes only. Prize may not be exactly as depicted. If any prize is not redeemed within the delay stipulated, and/or the winner cannot, for whatever reason, avail him/herself of the prize (or portion of the prize), they shall not be entitled to the prize (or portion of the prize), or any compensation, monetary or otherwise. Prizes are non-refundable, non-negotiable, non-transferrable, non-assignable, and cannot be redeemed for cash or equivalent dollar value. Regardless of the prize awarded, it will not be replaced if lost or stolen. Each prize is subject to the terms, conditions and restrictions imposed by the prize supplier(s), which may be subject to changes. Sponsor will not be responsible, if weather conditions, event cancellations, or other factors beyond Sponsor's reasonable control prevent a prize or part of a prize from being fulfilled. In any such event, a winner will not be provided with a substitute prize or cash equivalent. The present Contest shall not be interpreted as an offer from Sponsor to perform any of the above-mentioned operations, or to issue vouchers for said operations.

6 NO WARRANTY.

The Sponsor has neither made, nor is in any manner responsible for, any warranty or guarantee relative to the prizes, including, but not limited to, quality, mechanical condition, or fitness for a particular purpose. The only warranty applicable to any prize is the manufacturer's, or prize supplier's warranty.

7 CONTEST DRAW(S):

Table of Monthly Draws

Month	Deadlines for requests, Submissions and Entries (each an "Entry Deadline" and collectively the "Entry Deadlines") Each Entry Deadline must be construed as "ON OR BEFORE THE DATE MENTIONED BELOW, AT 11:59:59 PM EST"	"Draw Dates"	Number of Prizes Drawn	"Contact Dates"
From 2024-11-01 to 2024-11-30	2024-11-30	2024-12-04	14	SEE PARAGRAPH 8
From 2024-12-01 to 2024-12-31	2024-12-31	2025-01-08	14	SEE PARAGRAPH 8
From 2025-01-01 to 2025-01-31	2025-01-31	2025-02-05	14	SEE PARAGRAPH 8
Summary			42 available to be won	

For each monthly draw, winners of the monthly prizes shall be selected by random draw on the relevant draw date above-mentioned after the relevant Entry Deadline, at or around 1:00 PM Eastern Time

("Draw Date"), at the offices of Sponsor, located at 1 Place Ville-Marie, Suite 3301, Montreal, Quebec H3B 3N2, from the pool of eligible Entries received by the relevant Entry Deadline, and until January 31, 2025, at 11:59:59 PM Eastern Time, the Contest Closing Date.

All undrawn, eligible Entries in a given monthly draw will also be part of the following monthly draws. The odds of winning a monthly prize in any given monthly draw, depend on the number of eligible Entries received by Sponsor in time for that specific monthly draw and the relevant Entry Deadline listed in the Table at Paragraph 7, and decrease as monthly prizes are awarded in connection with this draw.

8 PRIZE AWARDING: Selected Entrant(s) will be contacted by email only, after each monthly Draw Date, within five (5) business days of the draw date, as indicated in the Table at Paragraph 7 (the "**Contact Dates**"). No correspondence will be entered into except with selected Entrants. If a voicemail or e-mail is left for a selected Entrant, he/she must reply to Sponsor within five (5) business days of the date of the voicemail or email, regardless of when the message is received by Entrant, in order to claim a prize. All Entrants selected as prospective winner(s) are required to first correctly answer a **time-limited, mathematical, skill-testing question without assistance of any kind, mechanical or otherwise**, and to sign/submit a Declaration and Release as described in Paragraph 11 of these Contest Rules, before being officially declared a Contest winner and being allowed to claim a prize. If selected Entrant fails to claim his/her prize within the allowed five (5) business days, and/or submit required documentation described in Paragraph 11 of these contest Rules, an alternate winner will be selected by random draw. Prizes will only be awarded upon verification by Sponsor that winner has fulfilled all requirements pursuant to these Contest Rules. Prizes must be accepted as awarded and no substitutions, transfers, conversions, or assignments of prizes will be allowed. Sponsor reserves the right, however, in its sole discretion, to substitute a prize with a similar prize of equal or greater dollar value for any reason whatsoever. In the event that a selected Entrant (i) cannot be contacted or be reached or does not reply within the claim deadline; or (ii) does not correctly answer the mathematical skill-testing question; or (iii) refuses the prize; or (iv) does not comply with the Contest Rules; or (v) refuses to sign the Declaration and Liability Release Form; the prize will be forfeited and another random draw or draws will be conducted to select an alternate Entrant in the same manner. If an official winner dies before receiving, participating in, or using a prize, and proof of death is provided by the estate of deceased winner to Sponsor, then a payment equal to the dollar value of the prize shall be made to the estate of deceased winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate Entrant.

9 DISQUALIFICATION: Sponsor reserves the right in its sole discretion to disqualify at any time, any Entrant, winner or other person from participating in the Contest and any future Contest or other promotion conducted by Sponsor, for any reason, including, but not limited to, if Sponsor finds or believes this individual to be violating these Contest Rules or tampering with or abusing any aspect of this Contest or the operation of the Website or any other Sponsor-hosted website, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. In the event it is determined that an Entrant has entered in a fashion not sanctioned by these Contest Rules, the Entrant may be disqualified, and all of the Entries submitted by the Entrant may be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

Without limiting the generality of the above, and for example, an Entrant is subject to disqualification and exclusion, if Entrant uses multiples names, identities, email addresses, or submits an Eligible Purchase Submission in contravention to these Contest Rules, such as without obtaining an Eligible Purchase receipt or submitting a plagiarised essay.

10 TAXES: Liability for any applicable taxes imposed by any federal, provincial/state and/or local government, on any prize won, is the sole responsibility of winner.

11 RELEASES: Before being declared official winner(s), selected Entrant(s) will be required to sign a Declaration of Compliance with the Contest Rules and a Publicity/Liability Release, thereby confirming

compliance with the Contest Rules and acceptance of the prize as awarded, and releasing Sponsor, its affiliates, subsidiaries, parent and related companies, agents, advertising and promotional agencies, the independent contest organization and all of their respective directors, officers, shareholders, owners, partners, employees, participating retailers, agents, servants, representatives, successors and assigns (collectively the "Releasees") from any actions, causes of action, suits, debts, claims, demands and liability whatsoever in connection with this Contest, the prize, or the acceptance and/or use of any prize, or arising out of winner's participation in this Contest. **Selected Entrant must complete and return Declaration and Release documents to Sponsor within five (5) business days of the sending of the email containing said documents to be signed, regardless of when they are received.** If the requisite documents are not duly signed and returned within this five (5)-business-day period, then the prize will be forfeited and said Entrant will have no recourse towards the Sponsor or other Releasees. Contest Sponsor reserves the right to randomly select another Entrant from among all eligible entries received during the Contest Period, at Sponsor's discretion. Once all documents have been verified by Sponsor, selected Entrant will be officially declared a Contest winner and will receive a prize. Prizes will only be released to verified winners.

12 PUBLICITY, USE OF REGISTRATION INFORMATION. By entering the Contest, each Entrant consents to the use of his or her personal information for the purposes of administering the Contest and awarding the prizes. By accepting a prize, winner consents to the use and publication of his/her name, address (city and province), voice, statement and photograph or other likeness, without further compensation, in any promotion, publicity or advertisement carried out by or on behalf of Sponsor in connection with the Contest, in any manner whatsoever including but not limited to print, broadcast or on the Internet.

13 VERIFICATION AND DISCLAIMERS AS TO NO-PURCHASE REQUESTS, ELIGIBLE PURCHASE RECEIPTS, SUBMISSIONS AND ENTRIES: All Submissions and Entries and all No-Purchase Requests and/or Eligible Purchase receipts, are subject to verification and will be declared invalid if they are illegible, incomplete, incorrect, inaccurate, mechanically reproduced, mutilated, forged, falsified, fraudulent, altered, or tampered with in any way. Without limiting the generality of the foregoing, Releasees are not responsible for any such Submissions and Entries, and such No-Purchase Requests and/or Eligible Purchase receipts, or for lost, late, stolen, postage-due, misdirected, incomplete, damaged, destroyed or non-delivered Submissions, Entries, No-Purchase Requests and/or Eligible Purchase receipts, or other errors of any kind in connection with this Contest, such as but not limited to any human error or technical or technological error or issue that might prevent the Sponsor from generating or awarding the Entries. The Releasees will not be liable for any prejudice, damages or inconvenience suffered by anyone, namely the Entrants and winners, in connection with their entry in, their exclusion or disqualification from the Contest or in connection with the award or use of the prizes. Any use of automated devices is prohibited. In the event of a dispute regarding eligibility, the submission of an entry, exclusion or disqualification, or a dispute regarding who submitted a No-Purchase Request, Eligible Purchase receipt, Submission and/or an Entry, all decisions of the Sponsor shall be final. Without limiting the generality of the foregoing, Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity (including, without limitation, government issued photo identification) and/or eligibility from any Entrant, at any time, in connexion with the operation of the Contest, or for the purpose of ensuring compliance with the Contest Rules or other legal requirements, or for any other reason Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Contest Rules. Furthermore, an Entrant may be required to provide Sponsor with proof that they are the authorized account holder of the e-mail address or IP address associated with the No-Purchase Request, Submission and/or Entry. Failure to cooperate with Sponsor, including failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified, can result, in Sponsor's sole and absolute discretion, in disqualification from the Contest and any future contest or other promotion conducted by Sponsor

14 FURTHER DISCLAIMERS: Without limiting the scope of any other provision of these Contest Rules, namely that of the release provided in Paragraph 11 (Releases) above, and for greater certainty, Releasees will not be held liable for: a) any incomplete or inaccurate information, whether caused by Entrants or by any equipment or programming associated with or utilized in the Contest, or by any

technical or human error which may occur in the processing of entries; b) any error (namely but not only computer, production, distribution, printing, mechanical, seeding, typographical, human or other errors) in connexion with the offer, administration of the Contest, including the processing of entries, selecting, identifying and announcing winners, and delivery of prizes; c) the theft, destruction or unauthorized access to, or alteration of, entries or the Contest equipment; d) any problems with, or technical malfunctions of, telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs, including interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of Entries or other information or the failure to capture, or loss of, any such information; e) any failure of any e-mail to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof; or f) damage to an Entrant's or other person's system or device occasioned by participation or downloading of materials in this Contest.

- 15 CONTEST MATERIALS, ETC.** Any entry forms, promotional materials or other materials used in this Contest that have been tampered with, mutilated, altered, forged, reproduced, not legitimately obtained, are illegible or which contain or reflect printing, production or other errors will be void.
- 16 SECURITY.** In the event any portion of this Contest is compromised in any way, by virus, bugs, non-authorized human intervention or any other causes beyond the control of Sponsor, which in Sponsor's opinion, prevents the Contest from running as planned; if any factor interferes with the proper conduct of this Contest as contemplated by these Official Rules; or should any error (namely but not only computer, production, distribution, printing, mechanical, seeding, typographical, human or other errors) or other event result in more than the stated number of prizes of any category being claimed; *then* Sponsor reserves the right, in its sole discretion, at any time, and without notice to amend, cancel, suspend or terminate the Contest (subject to applicable law). In such event, Sponsor reserves the right to randomly select winner(s) and award any remaining prizes, from all eligible entries received during the Contest Period up to the point of early termination, the award of which shall be in accordance with these Contest Rules, but subject to the necessary adaptations due to the circumstances. In no event will more prizes be awarded than as provided in these Contest Rules.
- 17 DATA PROTECTION NOTICE:** Entrants' and winners' personal information is protected by Sponsor's Privacy Policy which can be found on Website labelled "Privacy Policy". Personal information will be used for the purposes of the Contest as specified under Paragraph 12 of the Contest Rules "Publicity, Use of Registration Information". Other than that, personal information will remain confidential to the Sponsor. The Contest Sponsor may however use third parties to process some aspect of personal information for its use, provided that they similarly agree to protect privacy. Any questions can be directed to Sponsor's appointed privacy officer, whose contact information is listed in Privacy Policy.
- 18 CAUTION.** Any attempt by an Entrant or anyone to damage or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor may refer anyone suspected of doing so to the competent law enforcement authorities and reserves the right to claim damages from any such person to the fullest extent permitted by law.
- 19 SOCIAL MEDIA.** This Contest is made independently from any social media. Without limiting the generality of the foregoing, this Contest in no way sponsored, endorsed, administered by, associated, or made in partnership with any social media, such as Facebook or Instagram. By entering, Entrants understand that they are providing their information to Sponsor and not to a social media like Facebook or Instagram, and that any questions, comments, or complaints regarding the Contest itself, must be directed to Sponsor, and not such social media.

- 20 PRECEDENCE:** In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and those contained in disclosures or other statements in any Contest-related materials (including, but not limited to the Contest entry form and/or point of sale, television, print or online advertising), the terms and conditions of these Contest Rules shall prevail, govern, and control.
- 21 DISPUTE RESOLUTION:** Sponsor's records, systems, servers and clocks are the official tools for determining time in connexion with this Contest, including the time anything is submitted to Sponsor, such as an Entry. If a dispute arises regarding who submitted an on-line Entry, the Entry will be deemed to have been submitted by the authorized account holder, defined as the natural person who is assigned an e-mail address by an Internet service provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the Entry. Except where prohibited by law, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket expenses incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, incidental or consequential, punitive, special or exemplary damages and any other damages, other than for actual out-of-pocket expenses, and Entrant waives any and all rights to have damages multiplied or otherwise increased. WHERE A DISPUTE INVOLVES A QUEBEC ENTRANT, all issues and questions involving a Quebec Entrant, concerning the construction, validity, interpretation and enforceability of these Contest Rules, or the rights and obligations of a Quebec Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Quebec, Canada, without giving effect to any choice of law or conflict of law rules (applicable in Quebec or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the province of Quebec. WHERE A DISPUTE INVOLVES A ROC ENTRANT, all issues and questions involving a ROC Entrant, concerning the construction, validity, interpretation and enforceability of these Contest Rules, or the rights and obligations of the ROC Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada, without giving effect to any choice of law or conflict of law rules (applicable in Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the province of Ontario.
- 22 CONTEST GENERAL RULES:** This Contest is subject to all applicable federal, provincial, and municipal laws and/or regulations and every action taken by an Entrant in conjunction with the Contest must comply with these laws and regulations. This Contest is void where prohibited or restricted by law.
