

**CONTEST RULES**  
**WIN WITH INTERAC® CONTEST**

**IMPORTANT:** PLEASE READ THESE RULES (THE “**RULES**”) BEFORE ENTERING THE “WIN WITH INTERAC CONTEST” CONTEST (THE “**CONTEST**”) PRESENTED BY GESTION EVENKO FESTIVAL INC. (THE “**ORGANIZER**”), IN COLLABORATION WITH INTERAC CORP. (THE “**PRIZE SPONSOR**”). BY ENTERING THIS CONTEST, ENTRANTS CONFIRM THAT THEY MEET ALL OF THE ELIGIBILITY REQUIREMENTS SET OUT BELOW AND THAT THEY AGREE TO ABIDE BY THESE RULES WITHOUT RESTRICTION AND TO BE BOUND BY ALL DECISIONS OF THE ORGANIZER, WHICH ARE FINAL AND WITHOUT APPEAL REGARDING ALL ASPECTS OF THE CONTEST.

**1. CONTEST PERIOD**

- 1.1. The Contest begins on August 2<sup>nd</sup>, 2024 at 1:00 PM (EDT) and ends on August 4<sup>th</sup>, 2024 at 10:00 PM (EDT) (the “**Contest Period**”). The date and time of receipt of Entries (as defined below) will determine their eligibility for the Contest, and Entries must be received within a valid Contest Window (as defined below). To be eligible for a First Prize (as defined below), Entries must be submitted each day of the Contest Period before 5:00 PM (EDT). Entrants who submit Entries after 5:00PM (EDT) will only be eligible for a Second Prize.

During the Contest Period, Entries may only be submitted within the following Contest Windows (the “**Contest Windows**”):

August 2<sup>nd</sup>, August 3<sup>rd</sup> and August 4<sup>th</sup>, 2024:

1:00 PM (EDT) until 5:00PM (EDT) (For a chance to win a First Prize)

1:00 PM (EDT) until 10:00PM (EDT) (For a chance to win a Second Prize)

**2. ELIGIBILITY**

- 2.1. The Contest is open to legal residents of Canada who have reached the legal age of majority in their province or territory of residence and have a valid ticket for and are present at the Osheaga Music and Arts Festival 2024 in Montreal, Quebec (the “**Event**”). Notwithstanding the foregoing, the Contest is not open to the employees, representatives and mandataries of the Organizer, the Prize Sponsor, their affiliates, subsidiaries, and associated companies, advertising and promotional agencies, promotional partners and suppliers of products or services related to the Contest or to the Event, nor to any person domiciled with the aforementioned (whether related to the person or not) and any member of their immediate family (father, mother, brother(s), sister(s), children, legal or common-law spouse).

**3. HOW TO PARTICIPATE**

- 3.1. To enter the Contest, entrants must, during the Contest Period and within a Contest Window:
- (i) Complete a purchase at one of the General Admission food or bar locations, or merchandise stands at the Event (each a “**Participating Retailer**”), and pay with their Interac® Debit card, keeping their receipt as proof of payment (“**Eligible Purchase**”);
  - (ii) Scan the QR Code available at those locations to be directed to the Contest website (the “**Website**”) and follow the Website’s on-screen instructions to fully complete and submit the official Contest entry form (the “**Entry Form**”)

with all required information, which will include a requirement to: (a) check the box confirming that they made an Eligible Purchase at a Participating Retailer in compliance with these Rules during the Contest Period, (b) enter their full name, valid email address, telephone number, age and jurisdiction of residence, and (c) signify their agreement that they have read and agree to be legally bound by the terms and conditions of these Rules. When all foregoing steps of this entry process are complete, they become an « **Entrant** » and will automatically be eligible to earn one (1) entry (an « **Entry** ») in the Contest.

**IMPORTANT NOTE:** Please retain your original Eligible Purchase receipt (a « **Receipt** »), as the Organizer and Prize Sponsor have the right, in each of their sole and absolute discretion, to request a proof of Eligible Purchase (« **Proof of Payment** ») if a specific Entry has been selected in the prize draw. Upon review, the Organizer and/or Prize Sponsor reserve the right, in its sole and absolute discretion, to determine whether an Entrant's Proof of Payment qualifies as an Eligible Purchase. The Proof of Payment may be requested as part of the winner declaration and verification process and the Sponsor has the right, in its sole and absolute discretion, to disqualify an Entrant if they cannot provide Proof of Payment within the timeline specified and to the complete satisfaction of the Prize Sponsor.

- (iii) If you are selected as a potential Prize winner, you will automatically receive a winning message informing you whether you are a potential Prize winner (the timing of receipt of such draw and winning message hereinafter referred to as « **Time of Draw** »). If you are not a potential Prize winner, a « sorry » message will automatically appear. If you have received a winning message, you will be confirmed as a Prize winner of the applicable Prize provided that, when claiming your Prize, you (A) show your Proof of Purchase, (B) correctly answer a mathematical skill-testing question, (C) sign and return a declaration and release and (D) you are otherwise eligible in accordance with, and comply with these Rules.

3.2. Alternatively, to obtain one (1) Entry in the Contest without purchase, Entrants must, during the Contest Period and within a Contest Window:

- (i) send an email indicating their first name, last name, telephone number and email address to the following email address [vbouchard@evenko.ca](mailto:vbouchard@evenko.ca) with subject line: « WIN WITH INTERAC CONTEST ». The email must include a 50 word or more unique and original essay (the « **Essay** ») on « Why I Want to win the « WIN WITH INTERAC CONTEST » »;
- (ii) After the email is sent, scan the QR Code available at one of the Participating Retailers, and complete the required steps to register for the Contest in accordance with Rule 3.1(ii);
- (iii) If you are selected as a potential Prize winner, you will automatically receive a winning message informing you whether you are a potential Prize winner. If you are not a potential Prize winner, a « sorry » message will automatically appear. If you have received a winning message, you will be confirmed as a Prize winner of the applicable Prize provided that, when claiming your prize, you (A) show the eligible essay sent by email (B) correctly answer a mathematical skill-testing question, sign, (C) return a signed declaration and release, and (D) you are otherwise eligible in accordance with, and comply with these Rules.

NOTE : Standard data rates apply to Entrants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation. Email submissions become the property of the Organizer and will not be acknowledged.

- 3.3. A limit of one (1) Entry per person to the Contest is permitted.
- 3.4. No automated entry devices, robots and/or other programs or software are permitted to enter the Contest. The Organizer and Prize Sponsor cannot be held responsible for any late, lost, misdirected, incomplete, or corrupt entries, which may be rejected and will not entitle the entrant to participate in the Contest.

#### **4. PRIZES**

- 4.1. At the beginning of the Contest Period, there are fifteen (15) First Prizes and thirty (30) Second Prizes (the “Prizes”) available to be won. The Prizes are the following:
  - (i) First Prizes: Each First Prize consists of an upgrade (2 individual tickets) of one-day GOLD 2024 Osheaga tickets for the day that the Prize is claimed, valued at six hundred and forty Canadian Dollars (CAD \$ 640) (Total of 15 pairs of tickets available to be won, for a total value of nine thousand six hundred Canadian Dollars (CAD \$ 9,600).) **NOTE: The First Prize must be claimed at the GOLD terrace at the Festival within one (1) hour of Time of Draw or otherwise will be forfeited.**
  - (ii) Second Prizes: Each Second Prize consists of one item of the official OSHEAGA merchandise of your choice with a value of \$50 or less. (Total of 30 merchandise items available to be won, for a total approximative retail value of one thousand five hundred Canadian Dollars (CAD \$ 1,500).) **NOTE: The Second Prize must be claimed before 11PM EDT on the day of the Time of Draw or otherwise will be forfeited.**
- 4.2. The total approximate retail value of the Prizes is eleven thousand one hundred Canadian Dollars (CAD \$11,100).
- 4.3. It is possible that the Prizes do not correspond to the photos/pictures used in advertising and promotional materials of the Contest, including, without limitation, advertisements on social media.
- 4.4. Any costs or expenses not specifically mentioned above as being included in a/the Prize will be the responsibility of each confirmed Prize winner.
- 4.5. The Prizes cannot be transferred to another person, substituted for another prize, or replaced or exchanged for cash, except at Organizer’s sole discretion. The Prizes must be accepted “AS IS”, WITHOUT WARRANTY OF ANY KIND, either express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Replacement of a/the Prize is permitted only at the Organizer’s or Prize Sponsor’s sole discretion. In the event that a/the Prize cannot be awarded in accordance with these Rules, the Organizer or Prize Sponsor reserves the discretionary right to substitute such Prize with a prize of equal or greater approximate market value.
- 4.6. In no event shall the Organizer, the Prize Sponsor, their affiliates, subsidiaries, and associated companies, advertising and promotional agencies, promotional partners, suppliers of products or services related to the Contest, and their respective employees, officers, directors, agents, and representatives be required to award more prizes than indicated in these Rules or to award a/the Prize other than in accordance with these Rules.
- 4.7. The following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Prize Sponsor in its sole and absolute discretion);

(ii) no substitutions are permitted, except at the Prize Sponsor's option; (iii) the Prize Sponsor reserves the right to substitute the Prize in whole or in part with a prize or prize component(s) of equal or greater retail value; (iv) all characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Prize Sponsor's sole and absolute discretion; (v) Prize winner is solely responsible for all costs not expressly described herein.

## **5. SELECTION OF WINNERS**

5.1. The odds of winning will depend on the number and timing of eligible Entries recorded by the Contest computer and will vary as the Contest proceeds. At the beginning of the Contest Period, there are fifteen (15) pairs of one-day 2024 GOLD Osheaga tickets available to be won and thirty (30) merchandise items available to be won. Using a computer algorithm, a randomly pre-selected series of winning times will be allocated to the Prizes throughout the Contest Period and within the Contest Windows (1PM (EDT) until 5PM (EDT) for the First Prizes and starting 1PM (EDT) until 10PM (EDT) for the Second Prizes), in which each winning time is associated with a single Prize. The time at which an Entry is recorded by the Contest computer will determine whether an eligible Entrant is a potential Prize winner. Subject to the provisions of these Rules, the first eligible Entrant who submits their Entry that is recorded by the Contest computer at a winning time or, if no Contest entry is recorded at a winning time, after a designated winning time, will be deemed a potential Prize winner. Submissions for a First Prize must be submitted each day by 5:00 PM (EDT) and thus be eligible for a First Prize. If you are a potential Prize winner, you will automatically receive a winning message informing you that you are a potential Prize winner. If you are not a Prize winner, a "sorry" message will automatically appear.

5.2. The Prizes can be claimed by the potential Prize winners by (A) showing their Proof of Purchase (or, in the case of a no-purchase necessary entry, show proof of the eligible essay sent by email), (B) showing the proof of the winning message received at the entrance of the GOLD terrace at the Event for a First Prize or, for a Second Prize, at one of the merchandise kiosks of a Participating Retailer, (C) correctly answering a mathematical skill-testing question, (D) signing and returning a declaration and release; and (E) otherwise complying with the Rules.

5.3. For the First Prizes, the Prizes must be claimed within one (1) hour of the Time of Draw. If a First Prize is not claimed within one (1) hour of the Time of Draw or if the Organizer determines, in its sole discretion, that the selected Entrant does not meet all of the Contest conditions set out in these Rules, another draw will be held, and another entrant will be selected as a potential winner. This process will be repeated until an eligible winner is declared. For the Second Prizes, the Prizes must be claimed on the day of the draw, before 11PM EDT.

5.4. In order to be declared a winner and claim a Prize, each selected entrant must comply with the following requirements:

- (i) Show a Proof of Purchase at area Participating Retailer or, in the case of a no-purchase necessary entry, show proof of the eligible essay sent by email;
- (ii) Sign the Declaration form and correctly answer the mathematical question.
- (iii) Meet all requirements set out in these Rules.

- 5.5. Failure to comply with any of the above-mentioned conditions, or any other condition provided for herein, will result in disqualification of the selected entrant and a new draw will be held in accordance with these Rules in order to award the Prize. This process will be repeated until the Prize is awarded.
- 5.6. The information provided by each/the selected entrant, when contacted by the Organizer, must be complete and truthful.

## **6. CONFIDENTIALITY**

- 6.1. Entrants' personal information is collected by the Organizer solely for the purpose of administering this Contest. Other informational or commercial communications from the Organizer and/or the Prize Sponsor may be received by the Entrants if they agree to receive such communications by ticking the appropriate box while entering the Contest and, as such communications relate to Prize Sponsor, use of such Entrant's personal information shall be in accordance with Prize Sponsor's privacy policy (available at: <https://www.interac.ca/en/privacy-policy/>). By entering this Contest, Entrants also agree to the terms and conditions set forth in the Organizer's Privacy Policy. To obtain all information regarding the Organizer's policy on the protection of user privacy and personal information, please consult the following page: [Website Osheaga - Privacy Policy.pdf \(ctfassets.net\)](#).

## **7. LIMITATION OF LIABILITY**

- 7.1. By entering or attempting to enter the Contest, Entrants release and hold harmless the Organizer, the Prize Sponsor, their affiliates, subsidiaries, and associated companies, advertising and promotional agencies, promotional partners, suppliers of products or services related to the Contest, and their respective employees, officers, directors, agents and representatives (collectively the "**Released Parties**") from any and all liability in connection with or arising out of the Contest, including, without limitation, in the event of any loss, damage, or injury related to the acceptance or use (or misuse) of the Prizes, the administration of the Contest or the selection of the winners. Entrant agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs and expenses arising from their participation in the Contest.
- 7.2. Without limiting the generality of the foregoing and for greater certainty, the Released Parties shall not be liable for:
- (i) Any incorrect or inaccurate information, whether caused by the Website users or by any equipment or program utilized in connection with the Contest or associated with it, or by any human or technical error that may occur in the Contest entry process;
  - (ii) Any error, omission, interruption, deletion, defect, or delay in the operation of the Website or any transmission in connection with the Contest;
  - (iii) Any communication line failure, theft, destruction, or unauthorized access to, or alteration of, entries;
  - (iv) Any problem, failure, or malfunction of any computer component, network, communication line, server, or software, any loss or lack of network communication, any technical problems or traffic congestion on the Internet or any website, any transmission that is faulty, incomplete, incomprehensible, or erased by any computer or network, or any other combination of the foregoing which may limit or prevent any person from entering the Contest;
  - (v) Any damage to a third party's computer related to or resulting from entering, or downloading material for the Contest;

- (vi) Any injury, damage, harm, or loss arising out of the participation in the Contest or the awarding, acceptance, or use (or misuse) of a/the Prize.
- 7.3. The Released Parties shall not be held responsible if the Contest cannot be run as planned for any reason whatsoever, including, without limitation, infection by computer viruses, bugs, errors, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, equity, integrity, or proper conduct of the Contest.

## **8. USE OF PERSONAL INFORMATION**

- 8.1. By entering the Contest, entrants consent to the collection, use and disclosure of their personal information by the Organizer for the purposes of administrating the Contest, delivering the Prizes, and disclosing the winners, and in accordance with Rule 6.1. In addition, by entering the Contest, entrants confirm they comply with all the terms and conditions set forth in these Rules and consent to the disclosure, publication and use of their name, place of residence, photograph, likeness, voice and statement, without compensation or notice, for publicity, marketing and/or informational purposes in any media or format (including the Internet), for an indefinite period of time and without geographic limitation, in connection with this Contest or similar contests in the future, and agree to sign any document related to this undertaking or deemed necessary by the Organizer.

## **9. GENERAL CONDITIONS**

- 9.1. **Decisions.** Any decision of the Organizer or Prize Sponsor or their respective representatives relating to this Contest is final and without appeal.
- 9.2. **Ownership.** All entry forms, Declaration Forms, and other documents or materials sent to the Organizer in connection with the Contest (collectively the “**Entry Material**”) become the property of the Organizer upon submission and will not be returned to the entrants and/or the winners.
- 9.3. **Verification.** Entry Material is subject to verification by the Organizer. Any Entry Material which is incomplete, illegible, incomprehensible, mutilated, fraudulent, registered or transmitted late, bearing an invalid email address or telephone number, not including the correct answer to the mathematical skill-testing question or otherwise non-compliant will be void and will not entitle the entrant to participate in the Contest.
- 9.4. **Disqualification.** The Organizer reserves the right, at its sole discretion, to cancel one or more Entries of a person or disqualify any person from this Contest and/or exclude such person from any future contest or promotion held by the Organizer if any such person participating in the Contest or attempting to participate in the Contest (i) fails to comply with any of the conditions set forth herein (ii) enters or attempts to enter the Contest by using any means that is contrary to these Rules or that is unfair to the other entrants (for example: use of automated equipment to participate in this Contest, hacking, number of entries exceeding the permitted limit, etc.); or (iii) is suspected of having directly or indirectly tampered with the Contest or of having made a false declaration.
- 9.5. **Course of the Contest.** Any attempt by an Entrant or any other individual to deliberately damage any component related to the Contest, including, without limitation, the Contest site, tamper with the entry process or undermine the legitimate operation of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Organizer reserves the right to reject any Entry of

such person, to refer such person to the appropriate legal authorities and to seek remedies and damages to the fullest extent permitted by the applicable laws.

- 9.6. **Entrant identification.** For the purposes of these Rules, the Entrant is the person whose contact information appears on the entry form. The Organizer reserves the right to require identification before awarding a/the Prize.
- 9.7. **Operation of the Website.** The Organizer does not guarantee in any way that the Contest website or any site linked to it will be accessible or functional without interruption during the Contest Period or that it will be error-free.
- 9.8. **Modification of the Contest.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, the Contest at any time if an event or technical or other problem or human intervention occurs that could alter or influence the administration, security, impartiality or conduct of the Contest as contemplated by these Rules.
- 9.9. **End of participation to the Contest.** In the event that the computer system is unable to record all entries in the Contest during the Contest Period, for any reason whatsoever, or if participation in the Contest should be terminated, in whole or in part, before the end date provided for in these Rules, the draw may be made, at the discretion of the Organizer, from among Entries duly registered during the Contest Period or, where applicable, until the date of the event that terminated participation in the Contest.
- 9.10. **Communication with Entrants.** No communication or correspondence will be exchanged with Entrants except as provided for in these Rules or in connection with the administration of the Contest, at the initiative of the Organizer, unless Entrants have otherwise consented.
- 9.11. **Divisibility of paragraphs.** If any section of these Rules is declared or held by a court of competent jurisdiction to be illegal, unenforceable or invalid, then that section shall be deemed void, but all other unaffected sections shall be enforced to the fullest extent permitted by law.
- 9.12. **Language.** In the event of a discrepancy between the French and English versions of these Rules, if an English version is available, the French version shall prevail.
- 9.13. **Gender.** The masculine gender is used without discrimination, for conciseness purposes only.
- 9.14. **Applicable Laws.** The Contest is governed and construed exclusively in accordance with the laws of the province of Quebec, without regard to the provisions relating to conflicts of laws.