

CONTEST RULES
(the “Official Rules”)

Fido XTRA’s The Bay Contest
(the “Contest”)

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have read, understood, and agreed to be bound by these Official Rules.

1. WHO ARE THE SPONSORS?

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or affiliates (“**Rogers**”), on behalf of Fido.

Rogers and any co-sponsors of the Contest are referred to collectively or individually as the “**Sponsors**”.

This Contest is in no way sponsored, endorsed, administered by or associated with any third party social media or social networking service or site (each a “**Third Party Service**”), including but not limited to Facebook, Instagram and/or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

2. WHO IS ELIGIBLE TO ENTER?

The Contest is open to all legal residents of Canada having reached the age of majority in their province or territory of residence as of the date of entry.

Notwithstanding the foregoing, the following individuals are not eligible to enter the Contest:

- (a) employees, officers, directors, agents, and representatives of: (i) the Sponsors, or any of their respective parents, subsidiaries or affiliates; (ii), or any of its respective parents, subsidiaries or affiliates; (iii) any prize supplier(s); and (iv) any other entity involved in the administration or fulfillment of the Contest namely Merkle Inc. (“**Administrator**”);
- (b) a household member of any of the individuals listed in (a), above, whether or not related;
- (c) members of the immediate family (i.e. spouse, parent, child, sibling) of the individuals listed in (a), above.

3. WHEN DOES THE CONTEST START/END?

You may enter the Contest between 7:30 a.m. on December 29, 2022 and 11:59 p.m. on January 11, 2023 (“**Entry Period**”) after which time the Contest will be closed and no other entries shall be accepted. All times referenced in these Official Rules are Eastern Time (ET).

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest.

The Contest consists of an on-line game (the “**Game**”) available in the latest version of the Fido My Account App (the “**App**”) where entrants need to scratch three (3) cards to reveal if they are eligible to win an Instant Prize.

Fido mobile postpaid customers and Fido Internet customers must have access to a compatible device with compatible iOS or Android (“**Compatible Device**”) to play the Game in the App. Should you not have access to a Compatible Device or should you not be an eligible Fido customer, refer to the alternative method of entry described in section 4(c) below.

(a) ACCESSING THE GAME

To access the Game and play via the App, you must first, if not already done, download the App by visiting <http://fido.ca/apps> using your Compatible Device and by following the on-screen instructions. Login to the App. Once logged in, click the Fido XTRA Banner to access the Contest portal (the “Portal”).

(b) HOW DO I PLAY THE GAME?

To play the Game, click “Scratch Now” in the Portal and you will be presented with three (3) scratch cards. Scratch each card as instructed to reveal the symbols (a “Play”). When you achieve three (3) matching symbols in a Play, you will be a potential winner of one (1) Instant Prize (see Sections 8 and 9 below). Limit of one (1) Play per person per day during the Entry Period.

If you are deemed to be a potential Instant Prize winner, you will instantly be presented with a description of the Instant Prize, along with a mathematical skill-testing question and a Digital Release Form (see Sections 8 and 9 below).

(c) HOW DO I PARTICIPATE IN THE CONTEST AND PLAY THE GAME IF I AM NOT A FIDO MOBILE CUSTOMER OR IF I AM A FIDO MOBILE CUSTOMER BUT DO NOT HAVE ACCESS TO A COMPATIBLE DEVICE?

To enter the Contest without playing the Game, mail a letter during the Entry Period with your name, address, day and evening telephone numbers, email address, age, the Contest name to the attention of “Fido XTRA’s The Bay Contest / Mail-in entry”, Rogers Communications, A. Bruna, 800 De la Gauchetière Ouest, Suite 4000, Montreal, QC H5A 1K3 (each a “Mail-in Request”). Mail-in Requests must be postmarked within the Entry Period to be valid. Each Mail-in Request corresponds to one (1) Play (defined in section 4(b) above).

Limit of one (1) Mail-in Request per envelope per day during the Entry Period.

Upon the reception of a Mail-In Request during the Contest Period, the Administrator or its designated representative will execute a Play on behalf of the mail-in entrant to reveal if he/she is a potential Instant Prize winner. Potential Mail-in Instant Prize winners will be contacted by Administrator or its designated representative within ten (10) business days. If a potential Mail-in Instant Prize winner cannot be contacted within three (3) attempts or ten (10) business days after the first attempt of contact; such potential winner will be disqualified and will forfeit all rights to the applicable Instant Prize. Sponsors will have no obligation to award any Instant Prize that has not been claimed by a potential Mail-in Instant Prize winner. No communication will be entered with mail-in entrants who were not eligible to an Instant Prize.

(d) Should there be one or more Grand Prizes to be awarded in the Contest (refer to Section 8 below if any), then each Play completed as instructed will count as one (1) entry in the Grand Prize(s) draw.

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one (1) Play per person per day during the Entry Period.

6. COULD MY ENTRY BE REFUSED OR REJECTED?

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (d) your entry is not in compliance with these Official Rules.

The Sponsors reserve the right to refuse any entry for any other reason as they may determine.

7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that: (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the “**Entry Material**”) is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Rogers as it deems appropriate;
- (d) you grant to the Sponsors the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;
- (e) you waive all claims of moral rights in any use of your Entry Material by Rogers pursuant to the rights granted in these Official Rules; and
- (f) you waive and forever discharge the Sponsors, their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the “**Releasees**”), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, including participating in travel or any activity related to the prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules;
- (g) you agree to comply with all applicable orders, directives, guidelines, COVID-19 procedures, COVID-19 related bylaws, and public health and safety regulations issued by federal, provincial and municipal authorities. Such guidelines and bylaws include without limitation, requirements related to hand sanitation, self-isolation, social and physical distancing, and use of face coverings as may be applicable.

8. WHAT ARE THE CONTEST PRIZES?

(a) INSTANT PRIZES

There is a total of one hundred (100) instant prizes (each, an “**Instant Prize**”) available to be won as follows:

- One (1) The Bay eGift Card of \$500.

The number of Instant Prizes available to be won will decrease throughout the Contest as they are claimed in accordance with these Official Rules (see section 9 for details). Limit one (1) Instant Prize per person.

Collectively, the Instant Prizes and the Grand Prizes will be referred to as the “**Prizes**” or “**prizes**”.

9. HOW ARE INSTANT PRIZES WINNERS CONFIRMED?

To be declared an Instant Prize winner, a potential Instant Prize winner:

- (a) must complete as instructed all steps to claim a prize by January 18, 2023.
- (b) must be in compliance with these Official Rules;

- (c) must acknowledge and accept, within any designated time period, a digital release of liability and consent to publicity form (the “**Digital Release Form**”) and any other documentation as reasonably required. If the potential winner is a minor, their parent or legal guardian must acknowledge and accept the Digital Release Form;
- (d) may be required to provide proof of identification to confirm eligibility or to claim a prize, or provide proof that he or she is the authorized account holder of any account associated with the entry.

10. ARE THERE ANY PRIZE CONDITIONS?

All prize particulars will be determined by the Sponsors in their sole discretion. In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- (a) Except for gift cards, vouchers or cash prizes, the prize value in these Official Rules is approximate only. You will not be compensated if actual prize value is lower than the value quoted in these Official Rules;
- (b) The Sponsors reserve the right, in their sole discretion, to substitute a prize, in whole or in part, with a prize or prize component of equal or greater value if the prize or any component thereof cannot be awarded for any reason;
- (c) The prize must be accepted as awarded and may not be transferred or resold, unless otherwise determined by the Sponsors. The prize may not be exactly as advertised. The prize is provided “as is” without representation or warranty of any kind by the Sponsors; and
- (d) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.

11. WHAT ARE THE ODDS OF WINNING A PRIZE?

The odds of winning an Instant Prize will change throughout the course of the Entry Period as Instant Prizes are claimed, and will depend on the number and timing of eligible entrants participating in the Contest.

The odds of winning a Grand Prize depend on the number of eligible entries received.

12. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

13. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest. By accepting a prize, you:

- (a) grant to the Sponsors the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;
- (b) agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the “**Publicity Material**”) may be used by the Sponsors or their licensees, successors, or assigns (collectively, the “**Publicity Parties**”) in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- (c) acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and

- (d) waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

14. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?

By entering the Contest, you consent to Fido's collection, use and disclosure of your personal information in accordance with the Fido Privacy Policy, available at www.fido.ca/privacy, for purposes of administering the Contest as described in these Official Rules.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, "**Commercial Communications**") from the Sponsors or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy at www.rogers.com/privacy<http://www.rogers.com/web/content/Commitment-to-Privacy>.

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law;
- (b) you elect to receive Commercial Communications from a party other than Rogers;
- (c) to coordinate the fulfillment or provision of the prize with a prize supplier; and/or
- (d) if you have been asked to sign and return a Release Form or other documentation in accordance with the terms of these Official Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability.

ROGERS' DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY'S PRIVACY POLICY AND PRACTICES.

15. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?

The Releasees assume no liability for the following:

- (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- (b) any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- (d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- (g) anyone being incorrectly or mistakenly identified as a winner or potential winner; and/or
- (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

16. WHAT LAWS APPLY TO THE CONTEST?

The Contest is subject to applicable federal, provincial and municipal laws and regulations. Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.

17. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?

The Sponsors reserve the right, in their sole discretion, to cancel, modify, or suspend the Contest or amend these Official Rules at any time, for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required.

You may not amend these Official Rules in any way.

18. COULD THE SPONSORS DISQUALIFY OR BAN SOMEONE FROM A CONTEST?

The Sponsors reserve the right, in their sole discretion, to disqualify any entrant from the Contest, or prevent any entrant from future participation in a contest, that has:

- (a) resold or attempted to resell a prize, in whole or in part;
- (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest and/or the Contest Website;
- (c) provided false or misleading information;
- (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; and/or
- (e) otherwise violated these Official Rules.

19. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

20. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.

21. FOR RESIDENTS OF QUEBEC:

Any litigation respecting the conduct or organization of a publicity 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 board only for the purpose of helping the parties reach a settlement.