

Fido XTRA – Lucky Jack 2020 Contest

CONTEST RULES (the "Official Rules")

Fido XTRA – Lucky Jack 2020 Contest (the "Contest")

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

1. WHO ARE THE SPONSORS?

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

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

Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (a "**Third Party Service**"), the Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to Fido and not to any Third Party Service. Each entrant hereby releases each Third Party Services of all liability in connection with this Contest.

2. WHO MAY ENTER THE CONTEST?

The Contest is open to all legal residents of Canada who have reached the age of majority at the time 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) Launchfire Interactive Inc. ("**Administrator**"), 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;
- (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 07:30:01 a.m. ET on November 5, 2020 and 11:59 p.m. ET on December 2, 2020 ("**Entry Period**"). All times referenced in these Official Rules are Eastern Time (ET).

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to register for, or enter, the Contest.

The Contest consists of an on-line game (the "**Game**") latest version of the Fido My Account App (the "**App**") where entrants need to spin a wheel to reveal if they are eligible to win an Instant Prize.

Fido mobile customers and Fido Internet customers must have access to a compatible device with compatible iOS or Android 4.2 and/or above ("**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(d) 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 "Spin Now" in the Portal and you will be presented with a wheel to spin (the "Wheel"). Tap to spin the Wheel (a "Play"). When the arrow of the Wheel stops on a yellow section, you will be a potential winner of one (1) Instant Prize (refer to Section 8 for prize description). 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 (see Section 8 below), along with a mathematical skill-testing question, a release (see Section 9 below). If you correctly answer the skill-testing question, and acknowledge and accept the release as instructed, you will be the winner of such Instant Prize.

(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 – Lucky Jack 2020 Contest”, Rogers Communications, S. Boutilier, 800 De la Gauchetiere 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. Mail-in entrants are eligible to the same number of Plays as the number of Plays available via the App.

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) 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 who perform Selections.

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 ENTRIES/MY PARTICIPATION IN THE CONTEST 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.

In addition, 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 Fido 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 Fido pursuant to the rights granted in these Official Rules;
- (f) you agree that the Sponsors shall have the right at any time to require proof of identity or eligibility to enter the Contest; failure to provide any such proof upon request may result in disqualification;
- (g) you release and forever discharge the Sponsors, the Administrator, 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, or any travel or activity related to any 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.

8. WHAT ARE THE PRIZES?

(a) INSTANT PRIZES

There is a total of ten thousand and fifty (10,050) instant prizes (each, an “**Instant Prize**”) available to be won as follows:

- Ten thousand (10,000) virtual prepaid cards of \$5 each;
- Fifty (50) virtual prepaid cards of \$100 each.

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).

(b) GRAND PRIZES

There are ten (10) Grand Prizes to be won, each consisting of one (1) virtual Prepaid card of \$1,000. Limit of one (1) Grand Prize per person.

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

The use of the virtual prepaid cards is subject to the terms and conditions of the issuer. The virtual prepaid cards are subject to expiration.

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 December 8, 2020
- (b)** must be in compliance with these Official Rules;
- (c)** must acknowledge and accept, within any designated time period, a release of liability and consent to publicity in digital format and provide any other documentation as may be reasonably required;
- (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 selected entry

10. HOW ARE GRAND PRIZES WINNERS SELECTED AND CONFIRMED?

On or about December 3rd, 2020 (the “**Draw Date**”) at the offices of PRIZELOGIC located at 7702 E Doubletree Ranch Road, Suite 200, Scottsdale, AZ, United States, 85258, PRIZELOGIC representative will conduct a random draw from among all eligible entries received in the Grand Prize Draw.

For each prize to be awarded pursuant to these Official Rules, one entrant will be randomly selected as a potential winner and notified in the Fido My Account application in the Fido XTRA section, via push notification, inbox message or by the agency Launchfire by text message, phone, and/or email on or about December 10th, 2020.

In the event that any potential winner does not respond to such notification within five (5) business days, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsors, the potential winner will be disqualified and, time permitting, an alternate potential winner may be randomly selected from among the remaining eligible entries, or the prize may be cancelled.

11. ARE THERE ANY PRIZE CONDITIONS?

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)** 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 prize may be substituted, in whole or in part, with a prize or prize component of equal or greater value if the prize or prize component cannot be awarded for any reason.
- (c)** The prize must be accepted as awarded and may not be transferred, 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.
- (d)** The prize may not be resold.
- (e)** Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.

- (f) Any gift card are subject to the terms and conditions of the issuer.
- (g) All costs and expenses associated with the use or redemption of any prize that is not explicitly indicated above as included in are the applicable winner's sole responsibility.

12. 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.

Without limiting the generality of the foregoing, by accepting a Prize:

- (a) you 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 applicable Prize, by any available means;
- (b) you agree that any such captured material, together with your biographical information, such as name or place of residence, or your Contest-related Information (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 Publicity Material;
- (c) you 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) you 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.

13. 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 Privacy Policy, available at www.fido.ca/privacy (the "**Fido Privacy Policy**"), for purposes of administering the Contest (including without limitation collection, use and disclosure by the Administrator to administer 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 Fido, your personal information will be used by Fido to that end, in accordance with the Fido Privacy Policy.

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) if you elect to receive Commercial Communications from a party other than Fido, Fido will disclose your personal information to that other party for that purpose;
- (c) if you are a potential prize winner, Fido may disclose your personal information to any prize supplier for purposes of prize fulfillment; and
- (d) if you have been asked to sign and return a release of liability and consent to publicity form or other documentation in accordance with the terms of these Official Rules, Fido may disclose your personal information to any interested party, such as an entity who is released from liability.

Fido's disclosure of your personal information to another party will cause your personal information to be subject to that party's privacy policy and practices.

14. 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 Contest-Related Information, 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, applications (including without limitation the App), telephones, telephone lines, telephone systems, or network, cable, satellite, server, websites (including without limitation the Website) 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 application or 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; 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 Contest-Related Information, the advertising of the Contest, the announcement of any Prize or Prize winner, or the cancellation or postponement of any event.

(i) If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Official Rules (at any prizing level), then, in addition to having the right to terminate the Contest immediately (subject only to prior approval by the Régie des alcools des courses et des jeux, if legally required), the Sponsors reserve the right, in their sole and absolute discretion to rescind invalid prize claims, conduct a random draw from amongst all eligible prize claimants (at the applicable prizing level) in order to award the correct number of Prizes. In no event will the Sponsors be liable for more than the number of Prizes as stated in these Official Rules (at any prizing level). If due to printing, production, online, internet, computer or other error of any kind, a Code is unusable for the purposes of this Contest as contemplated by these Official Rules, the applicable Code holder's only remedy in this regard will be to receive another Code, while supplies last.

15. WHAT LAWS APPLY TO THE CONTEST?

The laws of the province or territory in which you reside apply to the Contest.

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.

16. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?

The Sponsors may cancel, modify, or suspend the Contest or amend these Official Rules for any reason whatsoever (subject only to prior approval by the Régie des alcools, des courses et des jeux, if legally required). For example, if for any reason the Contest is not capable of running as originally planned, the Sponsors may (subject only to prior approval by the Régie des alcools, des courses et des jeux, if legally required) adjust any of the dates, timeframes or other Contest mechanics, or suspend or cancel the Contest.

You may not amend these Official Rules in any way.

17. WOULD THE SPONSORS EVER DISQUALIFY OR BAN SOMEONE FROM A CONTEST?

The Sponsors may disqualify without notice or ban someone from the Contest or any future contest for any other reason, including if the Sponsors find that a person 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;
- (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; or
- (e) otherwise violated these Official Rules.

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

In the event of any discrepancy or inconsistency between these English Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials (including without limitation the French Official Rules), these English Official Rules shall govern.

19. 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.

20. IF I AM A RESIDENT OF QUEBEC, IS THERE ANY ADDITIONAL INFORMATION I SHOULD KNOW?

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.