Fido XTRA – Goole Pixel 4a Contest

CONTEST RULES (the "Official Rules")

Fido XTRA – Goole Pixel 4a 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 Rogers and not to any Third Party Service.

2. WHO MAY ENTER THE CONTEST?

The Contest is open to Canadian residents who have reached the age of majority as of the date of entry.

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 (iii) any prize suppliers; (iv) any and all other companies associated with 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 (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 AM on October 29, 2020 and 11:59 PM on November 4, 2020. All times referenced in these Official Rules are Eastern Times.

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest.

To enter using the Fido My Account App (the "**Fido App**"), download the Fido My Account App if not already done, by visiting **http://fido.ca/apps** using a compatible Device with iOS 8.2 or Android 4.2 and/or above, by following the on-screen instructions. Login to the Fido App and
- go to the "More" menu and click on the Fido XTRA banner,
- click on the Contest post and follow the on-screen instructions to enter the Contest to earn one (1) entry in the Contest.

To enter without using the Fido App, mail a letter of fifty (50) words or more, explaining why you would like to win this Contest, with your name, address, day and evening telephone numbers, email address, age, and Contest name to the attention of S. Boutilier, "Fido XTRA – Google Pixel 4a" at 800 rue de la Gauchetiere Ouest, Suite 4000, Montreal, QC, H5A 1K3. Mail-in entries must be postmarked within the Entry Period and be received prior to the random prize draw date (outlined below) to be valid. Limit of one (1) entry per postage-stamped envelope per person.

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one (1) entry per person per day during the entire Contest.

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.

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 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;
(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, 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 CONTEST PRIZES?

There is a total of ten (10) prizes to win in the Contest, each having an approximate retail value of $479 and consisting of:

- One (1) Google Pixel 4a phone

9. 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) 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.
(b) 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.
(c) The prize may not be resold.
(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.

10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?

On or about November 5, 2020 at approximately 12:00 PM 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.

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 November 12, 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. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

To be declared a winner, a potential winner:
(a) must correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
(b) must be in compliance with these Official Rules;
(c) must sign and return, within any designated time period, a digital release of liability and consent to publicity form in digital format and provide any other documentation as reasonably required; or, if the potential winner is a minor, must have his or her parent or legal guardian sign and return, within a specified time period, such documentation;
(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.

12. WHAT ARE THE ODDS OF WINNING A PRIZE?
The odds of winning depend on the number of eligible entries received.

13. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated.

Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within seven (7) days of being notified that such prize is available or within such other time period as may reasonably be advised.

If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

14. 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:
(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 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 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) 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.

15. 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 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.

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 Rogers, Rogers will disclose your personal information to that other party for that purpose;
(c) if you are a potential prize winner, Rogers 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, 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.

16. 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; 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.

17. 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.

18. 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 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 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.

19. 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.

20. 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.

21. 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.

22. 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.