

## **Tangerine NBA Canada Series Contest Official Contest Rules**

Contest brought to you by Tangerine Bank ("Tangerine" or "Sponsor") with its head office located at 3389 Steeles Avenue East, Toronto, Ontario M2H 0A1 and NBA Properties, Inc., the National Basketball Association (the "NBA"), and the NBA member teams (collectively, the "NBA Entities"). No purchase necessary. Contest is void in whole or part where prohibited by law. See Eligibility section below for further details. Participation in the Contest constitutes full and unconditional agreement and acceptance of these Official Contest Rules (the "Rules") (which may be amended by Tangerine Bank from time to time in its sole discretion). All dollar amounts are in Canadian funds (\$CDN) unless otherwise noted.

### **1. Contest Period:**

The Tangerine NBA Canada Series Contest (the "Contest") will begin on September 27, 2019 at approximately 12:01:01 am ET and will end on October 6, 2019, 11:59pm ET (the "Contest Period").

### **2. Eligibility:**

Contest is open to all legal residents of Canada who have reached the age of 19 at the time of entry, except employees of Tangerine or any of its affiliates (including Scotiabank®) and those with whom such employees are domiciled, shareholders, agents or mandataries of Sponsor, their advertising and promotional agencies, employees of the NBA Entities, including affiliates, agents and immediate family members and/or those living in the same household of such employees ("Contest Parties"). Entrants must be legal residents of Canada who have reached the age of 19 at the time they are selected as a potential prize winner. Potential winners may be required to provide Tangerine Bank with proof that the potential winner is the authorized account holder.

### **3. How to Enter:**

**No purchase necessary.** Only ONE (1) entry per person. To enter the Contest, entrants must follow these steps:

Using a web browser, visit [nbacontest.com/canadaseries](http://nbacontest.com/canadaseries) and enter all required fields.

To complete, entrants must successfully click on the "Submit" button at the bottom of the page.

If it is discovered that an entrant has attempted to: (i) enter more than one (1) time or (ii) use or attempt to use multiple names, Tangerine accounts, email addresses or identities to enter, or otherwise participate in, the Contest, then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from participation in the Contest. Use or attempted use of multiple identities, mail-in envelopes, email addresses and/or any automated system to enter or otherwise participate in this Contest is prohibited and is grounds for disqualification.

#### **4. Eligibility Requirements:**

By participating in this Contest and/or claiming a prize, you agree that you have complied with all conditions stated in these Rules.

#### **5. Prize:**

There will be one (1) prize available to be awarded, consisting of the following components (the "Prize"):

Two (2) tickets to the NBA Canada Series Game on Thursday, October 17, 2019 in Vancouver, British Columbia

Two (2) tickets to access the NBA Art Gallery

Two (2) return-trip commercial flights from Winner's closest international airport to Vancouver, British Columbia

One (1) double-occupancy hotel room

Approximate retail value of the prize is \$3,000.00. Prize includes all applicable fees and taxes, and the following conditions apply: (i) Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor's option; (iii) Sponsor reserves the right at any time to substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award. Winner's guest must be 19 or older at time of travel, and will be required to execute and return a release prior to issuance of travel documents.

The characteristics and features of each Prize component, unless otherwise explicitly described above, are at the Sponsor's sole discretion. Any and all costs/expenses not specifically included in the Prize description are the sole and absolute responsibility of the confirmed Winner and his/her guest, including, without limitation, additional transportation, meals, luggage fees, gratuities, hotel incidentals, and souvenir expenses that may be incurred by the Winner and/or his/her guest.

Actual retail value of Prize depends upon the Winner's point of departure and, existing rates at the time of travel, and any difference between the stated ARV and the actual value if any, will not be awarded. Winner and his/her guest must travel on the dates specified by the Sponsor in its sole and absolute discretion (the "Travel Period"). Travel arrangements will be made through the travel coordinator and on carrier(s) designated by Sponsor. Trip is subject to air/hotel availability and other conditions and restrictions. A valid credit card will be required to check-in to the hotel. Airline and flight times to be selected by air supplier and/or Sponsor at their sole and absolute discretion. Winner and his/her guest must travel together at the same time on the same itinerary as set by the Sponsor. No change, extension or substitution of trip dates is permitted, except at Sponsor's sole and absolute discretion. Sponsor will not replace any lost or stolen tickets, travel vouchers, certificates, gift cards, or similar items once they are in Winner's or his/her guest's possession. Sponsor and the other Releasees shall not be responsible for any cancellations, delays, diversions, substitutions, or any acts or omissions whatsoever by the travel coordinator, air carriers, hotels, or other transportation companies or any other persons providing any of these services and

accommodations to passengers, including any results thereof, such as changes in services or accommodations necessitated by same. Prize conditions may be added or modified by companies providing those portions of the Grand Prize.

The Prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions or conditions. Winner and his/her guest are responsible at their own expense for obtaining and paying for all necessary travel documents as well as travel and other insurance that they may wish to obtain prior to travel. Any unused, unclaimed or declined portion of the Prize will be forfeited, have no cash value and Sponsor shall have no obligation to provide either an alternative or value-in-kind.

## **6. Winner Selection:**

At or about 10:00am ET on October 7, 2019 (the "Draw Date"), at 501 Queen Street West, Toronto, ON, M5V 2B4, one (1) potential the Prize winner will be selected by random draw from among all eligible entries received in accordance with these Rules (as determined by the Sponsor at its sole discretion).

Odds of winning depend upon the total number of eligible entries received by the Sponsor during the Contest Period.

The Sponsor or its designated representative will make a minimum one (1) attempt to contact the selected potential Prize winner via email or phone within 48 hours of the Draw Date. If a selected entrant can't be contacted within 48 hours of the Draw Date, or if there is a return of any notification as undeliverable, the prize will be forfeited and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate potential Prize winner from among the remaining eligible entries (in which case the foregoing provisions of this section will apply to the new selected entrant), and this process will continue until a potential Prize winner has been successfully contacted.

**Before being declared a confirmed Prize winner (the "Winner")**, the selected potential Prize winner will be required to (a) correctly answer a time limited mathematical skill testing question, and (b) sign and return within 24 hours of receipt the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases Tangerine Bank, NBA Entities, and its affiliates, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, and (iv) agrees to the publication, reproduction and/or other use of the Winner's name, address (city and province), voice, statements about the Contest and/or photograph, image or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor and NBA Entities in any manner whatsoever, including print, broadcast or the Internet and grants to the Sponsor, in perpetuity, a non-exclusive licence to publish, display, reproduce, modify, edit or otherwise use the material contained in the entry, in whole or in part, for advertising or promoting the Contest or for any other reason and waives all moral rights in and to the Winner's entry in favour of the Sponsor. If a selected potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed release and other Contest documents within the specified time; and/or (c) can't (or is unwilling to) accept his/her Prize as awarded for any reason; then he/she will be disqualified and will forfeit all rights to the Prize and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate potential Prize winner from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant), and this

process will continue until a Winner has been successfully awarded the Prize or until the Sponsor terminates the Contest in accordance with these Rules, whichever happens first.

## **7. General Conditions:**

**Anyone determined by the Sponsor to be in violation of these Rules for any reason is subject to disqualification in the sole and absolute discretion of the Sponsor at any time.**

By entering this Contest, entrants accept and agree to be bound by these Rules, including all eligibility requirements and the decisions of the Sponsor and the independent judging organization, if any, which are final and binding without right of appeal on all matters relating to this Contest. All entries become the property of the Sponsor and will not be returned or acknowledged. Entries will not be acknowledged and no correspondence will be entered into except with potential Prize winners. Sponsor reserves the right to disqualify all entrants who fail to comply with these Rules or who make any misrepresentation relating to the Contest, drawing and redemption of any Prize.

By participating, entrants release (and in the case of the confirmed Winner agrees to cause each of his/her guests to release) and hold harmless Sponsor, NBA Entities and its affiliates, and its and their directors, officers, employees, advertising and promotional agencies affiliated with this Contest, participating establishments and any independent contest judges appointed by Sponsor from any claims, actions, injury, loss, or damage of any kind, including, but not limited to, illness, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Contest or from the acceptance, possession, or use or misuse of the Prize or any portion thereof (including any travel/activity related thereto). This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties.

The Sponsor shall not be responsible for any failure of email during the Contest or for any problems or technical malfunction of a telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email, on-line, or Internet entry to be received by the Sponsor. In addition, the Sponsor shall not be responsible for technical problems, traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer or property related to or resulting from playing or downloading any material in the promotion. The Sponsor reserves the right, at its sole discretion, (subject only to applicable laws, including without limitation, any laws or regulations under the Régie des alcools, des courses et des jeux (the "Regie"), to cancel, suspend, extend or modify this Contest without notice, obligation or liability if in the Sponsors' opinion there is any suspected or actual evidence of tampering with any portion of the Contest, or if virus, bugs, non-authorized human intervention, force majeure or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Contest, or for any other reason in Sponsor's sole discretion. In such case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest may be a violation of criminal and civil laws, and, should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. Entries are subject to verification and will be declared invalid if they are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way, or otherwise not in compliance with these Rules.

The Sponsor shall not be responsible in any way for the use of, or bear any liability whatsoever in any way attributable to, the Prize awarded in this Contest or the events forming part of this Contest, including but not limited to typographical or other errors in the offer or administration of this Contest, these Rules, the selection and announcement of Winners or the distribution of the Prize. The Sponsor and its affiliates, and its and their officers, directors, partners, partnerships, principals, representatives, agents, licensees,

successors and assigns (i) make no warranty, guaranty or representation of any kind concerning the Prize or any component of the Prize, (ii) disclaim any implied warranty or condition, and (iii) are not liable for injury, loss, or damage of any kind resulting from the acceptance, use or misuse of the Prize, travel related thereto or otherwise from participation in this Contest.

In the event of any discrepancy or inconsistency between the terms of these Rules and the terms or statements contained in any short-form Contest rules, advertising materials and/or the French version of these Rules, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by applicable law.

#### **8. Privacy:**

The Sponsor is committed to respecting the privacy rights of entrants. Any personal information collected will be handled in strict accordance with the Tangerine Privacy Agreement found at [www.tangerine.ca](http://www.tangerine.ca) and all applicable privacy legislation. The Sponsor will not sell any personal information collected for this Contest to any third parties. Except as otherwise set forth herein with respect to the Winner, any personal information collected for this Contest shall be collected, used and disclosed by the Sponsor solely for the purpose of managing and administering this Contest. By entering this Contest, the entrant hereby consents to the Sponsor's collection, use and disclosure of the entrant's personal information in order to manage and administer this Contest.

#### **9. Governing Law:**

This Contest is subject to all applicable federal, provincial and municipal laws. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to Ontario conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.

#### **10. For Quebec Residents:**

Any litigation regarding the conduct or organization of this Contest may be submitted to the Régie for ruling. Any litigation regarding the awarding of a Prize may be submitted to the Régie for purposes of helping the parties reach a settlement.

#### **11. Winner's Name:**

To obtain the name of the official Winner, available after October 13, mail a self-addressed stamped envelope by October 27 to: Idea Rebel, 300-501 Queen Street West, Toronto, ON, M5V 2B4

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