

## TekSavvyGo to Montreal Contest Rules

The TekSavvyGo to Montreal contest is a random draw for a single prize package. You don't need to buy or pay anything to enter the TekSavvy Go to Montreal contest, and no payment information is required – for this, or any other TekSavvy contest.

If you do enter, though, you agree to be bound by these Rules and by TekSavvy's decisions, which are final in all respects.

The Contest is for participants in Quebec who have reached the age of majority (18). If you are younger than that, you cannot enter.

The Contest is TekSavvy's. It has nothing to do with Pokémon Company International, Inc., Nintendo Co., Ltd., Nintendo of America Inc., Niantic, Inc., Hotel Universel Montréal, Google Inc., Apple Inc., Facebook, or Twitter. They don't know about it, they haven't been asked about it, and they aren't sponsoring, endorsing, or administering it. You are providing your information to TekSavvy, not to any of these parties.

In these Rules, we use words like "you" and "us". By "TekSavvy", "we", and "us", we mean TekSavvy Solutions Inc. (800 Richmond Street, Chatham, Ontario, N7M 5J5), affiliated companies, and all of their officers, directors, employees, representatives, and agents. By "you" and "your" we mean someone who is eligible to, and does, participate in this Contest. And, by "Contest", we mean the TekSavvyGo to Montreal contest.

### **1. What personal information are you storing or passing on? To whom are you passing it on?**

The email address, along with other information you provide to enter the contest (name, city, and province of residence) you provide to enter the contest is collected by TekSavvy, and we'll only use it for administering the contest. Elsewhere, you have the opportunity to ask to receive our newsletter, but that happens separately. TekSavvy collects your email address and contest entry via the contest entry page, which is hosted by HubSpot Inc. (outside Canada), who has promised us that they don't access it.

If you do opt into our newsletter – in other words, promotional communications from TekSavvy -- your email address will be shared with HubSpot Inc. (outside Canada), the platform TekSavvy uses to send promotional emails. You can always withdraw consent by clicking on the unsubscribe link in one of the promotional emails, or preempt them by emailing us at [marketing@teksavvy.ca](mailto:marketing@teksavvy.ca).

TekSavvy will do all of this in accordance with our privacy policy, available at <http://teksavvy.com/en/why-teksavvy/policies/privacy-policy>.

### **2. Am I eligible to enter the Contest?**

The Contest is open to legal residents of Quebec who are at least 18 years old, because that is the age of majority.

This Contest is not open to everyone. You cannot enter, and are not eligible to win, if you, a member of your immediate family, or someone in your household, is an employee, officer, director, representative or agent of:

- TekSavvy Solutions Inc. ("TekSavvy");
- an affiliate of TekSavvy's;
- an advertising or promotion agency that does work for TekSavvy; or
- any other company or individual providing goods or services for this Contest.

### 3. How long does the Contest run?

From August 15 through 30. More specifically, beginning on August 15, 2016 at 00:00:01 a.m. Eastern Time (ET), and ending on August 30, 2016 at 23:59:59 p.m. ET. Which is the "Contest Period".

TekSavvy's computer systems are the official timekeeping device for this Contest. The time at which an entry is received by TekSavvy will be the clock time of the TekSavvy mail server or web server that receives it.

### 4. How can I enter the Contest?

**No purchase necessary.** Internet access and email address are required. To enter, visit <https://contests.teksavvy.com/TekSavvyGO-QC>, fill out the online entry form in full, and submit the form. A person entering must provide a valid, unique email address associated with an ICANN-reachable domain. Multiple participants can't share the same email address.

You are limited to one entry during the Contest Period.

Please don't cheat. Any attempt by a participant to enter more than once a day, such as by using multiple or different email addresses, identities, registrations and logins, or any other methods, will void that participant's entries; and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. It's not that it's impossible or even hard to do; it's that you shouldn't do it, because it isn't fair.

TekSavvy is not responsible for late, incomplete, invalid, unintelligible, or misdirected registrations. They'll be disqualified.

### 5. What prizes are available and what are my odds of winning?

One prize package is available, which consists of:

- Return-trip train tickets for two people to Montreal (approximate retail value \$200);
- a two-night stay at the Hotel Universel Montreal (\$260);
- \$350 in spending money; and
- \$100 gift card to the app store of the winner's choice (Google Play or iTunes App Store).

The total approximate retail value of the prize package is \$910. The trip (flight and hotel stay) dates will be selected by the winner, and must be taken within 120 days of being verified as the winner.

A prize cannot be transferred. The odds of winning one will vary, depending on the number of entries received during the Contest.

All prizes must be accepted as awarded, and cannot be substituted, transferred or redeemed for cash or otherwise.

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### 6. How is the draw administered?

On August 31, 2016, a random draw will be held at TekSavvy Solutions Inc. in Chatham, Ontario at 10:00:00 a.m. E.T. The random draw selects one entry, for the prize described above. The potential winner will be selected from all eligible entries received during the Contest Period.

### 7. How will the selected entrant be notified?

The entrant selected as the winner will be notified by email at the email address provided at the time of entry. To be declared a winner, each selected entrant must:

- (i) respond to notification of selection within three days of our first attempt to contact;
- (ii) correctly answer a time-limited mathematical skill-testing question to be administered by email;
- (iii) sign and return to us, within three days of it being sent by us, a written declaration and release form (the "Release Form") releasing us from any liability in connection with this Contest, confirming your compliance with the Contest rules, and acceptance of the Prize as awarded.

Return of any Prize or winner notification as undeliverable, inability to reach the selected entrant or failure of selected entrant to respond to notification within three days of our first attempt to contact; failure to provide proof of eligibility (if requested) or Release documents in a timely manner, failure to correctly answer the skill-testing question or other non-compliance with these Official Rules may result in disqualification and forfeiture of the Prize. At our sole discretion, we may redraw for an alternate eligible entrant for the forfeited Prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

The trip (train travel and hotel stay) dates will be selected by the winner, and must be taken within 120 days of being verified as the winner. The other prize components (spending money and gift card) will be delivered prior to the winner's selected trip dates.

Subject to applicable law, TekSavvy's decisions as to the administration and operation of the Contest and the selection of the entrant are final and binding in all matters related to the Contest.

## **8. Publicity Release**

By accepting a prize, the winner agrees to our use of his/her first name, last name, and city of residence for advertising or publicity we may conduct relating to the Contest in any media or format, including but not limited to the World Wide Web, and social media such as Twitter and Facebook, without further compensation or notice.

## **9. What if something goes wrong?**

You agree not to deliberately damage, destroy, tamper, vandalize, interfere with, or help anyone do any of those things, to the Contest, its application, and its operations. If you do, you may well be breaking the law, and we have the right to seek damages and diligently pursue all remedies against you or against anyone who does any of those things.

If, for any reason, the Contest cannot be run as planned, we have the right to cancel, suspend, or modify it or any part of it, and to disqualify anyone responsible. That is whether the Contest is hampered by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the Contest's administration, security, fairness, integrity or proper conduct. It also applies if weather, fire, strike, acts of war or terrorism, or any other condition beyond our control affect the Contest. Should we decide there are any of these circumstances afoot, we may well cancel, suspend or modify the Contest, subject only, in Quebec, to the approval of the Régie des alcools, des courses et des jeux ("Regie"). By participating, you agree that we assume no liability for doing so.

Finally, we cannot assume liability or responsibility for any unauthorized intervention in the Contest, whether human or non-human, including tampering, hacking, theft, viruses, bugs, worms, loss, miscount, misdirection, or inaccessibility or unavailability of a network, hardware, software, or communications service. Nor can we be liable for any error, whether printing, typography, technical, computer, network, or human, in the Contest's administration. Nor can we be liable for any personal injury or property damage which results from participating in the Contest, although

you really shouldn't do anything stupid. You participate and use Websites and applications associated with the Contest at your own risk.

## **10. Liability and Release**

By participating in the Contest and, if applicable, accepting a prize, you agree to the following:

- a. Under no circumstances are you permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses.
- b. We will resolve causes of action arising out of or connected with this Contest, or any prize awarded, individually, without resort to any form of class action.
- c. Any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs.

By accepting any prize, recipient agrees that TekSavvy, the Contest parties, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and will be held harmless by the winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Contest or from the acceptance, possession, misuse or use of any prize.

## **11. Disputes**

This Contest is offered only in Canada. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of TekSavvy in connection with the Contest, will be governed by, and construed in accordance with, the laws in effect in the Province of Ontario, without giving effect to any choice of law or conflict of law rules. This Contest is subject to all applicable federal, provincial and municipal laws and regulations.

In the event of a dispute as to the identity of a person who submitted any entry, the authorized account holder of the email address submitted at registration will be deemed to be the entrant. The authorized account holder is the natural person assigned an email address by an access provider, service provider, or other person or organization responsible for assigning email addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

In Québec, 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 Régie only for the purpose of helping the parties reach a settlement.

Any waiver of any obligation hereunder by TekSavvy does not constitute a general waiver of any obligation to entrants.

## **12. Discrepancy between Rules**

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules as written in English and disclosures or other statements contained in any Contest-related materials, including, but not limited to: French version of these Official Rules, the terms and conditions of these Official Rules as written in English shall prevail, govern and control.

**13. Copy of Official Rules**

For a physical copy of these Official Rules, please ask us for one (TekSavvy Solutions Inc., 800 Richmond Street, Chatham, Ontario, Canada, N7M 5J5) no later than August 26, 2016.