

# Contest Rules for Best Buy's "#BestGiftsBestBuy" Contest (the "Contest") December 12 – 23, 2017

#### **How to Enter**

- 1. No purchase necessary.
- 2. Entries may be made between 12 p.m. (noon) PST on December 12, 2017 and 11:59 p.m. PST on December 23, 2017 (the "Contest Period") in one of the following methods:
  - Twitter: Tweet using hashtag #BestGiftsBestBuy and tag @BestBuyCanada and participate in the contest question:
    - O What gift available at Best Buy would you like to give someone this holiday season?
  - Instagram: Post a photo or video and use the hashtag #BestGiftsBestBuy and tag @BestBuyCanada in the caption and participate in the contest question:
    - o What gift available at Best Buy would you like to give someone this holiday season?
  - By Mail: Print your full legal name, date of birth, city or town of residence, phone number, email
    address and what Best Buy gift would you like to give someone this holiday season on a 3" by 5" piece
    of paper, and mail it to: "#Brand Marketing #BestGiftsBestBuy", 8800 Glenlyon Parkway, Burnaby,
    BC, V5J 5K3.
- 3. Only one entry per person. Participants making multiple entries may be disqualified. Entries that are fraudulent are not permitted and will be declared invalid.

### **Who Can Enter**

4. The Contest is open to all Canadian residents (excluding Quebec) who have reached the age of majority in the province before the end of the Contest Period. Where an entrant is a minor, a parent or guardian who has reached the age of majority in his or her province of residence by the closing date of the Contest, must indicate acceptance of the Contest rules. The Contest is not open to employees of Best Buy Canada Ltd. ("Best Buy"), and its parent, subsidiaries, or affiliated companies, their advertising and promotion agencies, or their other representatives or agents, or anyone with whom any of the foregoing is domiciled.

#### The Prize

- 5. There are four prizes available to be won: Each prize is \$1,000 for a total prize value of \$4000.
  - Prize 1 is a \$1,000 Best Buy Canada gift card
  - Prize 2 is a \$1,000 Best Buy Canada gift card
  - Prize 3 is a \$1,000 Best Buy Canada gift card
  - Prize 4 is a \$1,000 Best Buy Canada gift card
- 6. The prizes must be accepted as awarded. The prizes may not be sold, transferred and no component thereof is convertible to cash.
- 7. Prizes are to be administered by Best Buy. All of the above Prize details are subject to change without notice at the Best Buy's sole discretion.

- 8. All other expenses not specified herein are the sole responsibility of the winner.
- 9. Prizes are subject to the following restrictions:
  - Each Prize is non-transferable, non-exchangeable, and not redeemable for cash;
  - Each prize must be accepted as awarded and may not be sold; and
  - Best Buy reserves the right to substitute any of the prizes with a prize of equivalent retail value in the
    event the prizes are not reasonably available at their discretion.

#### **Contest Draw**

- 10. The contest will take place from 12 p.m. (noon) PST on December 12, 2017 to 11:59 p.m. PST on December 23, 2017. The four winners will be selected by random draw from eligible entrants as provided in these Contest Rules. Draws will be made at 10:00 a.m. on December 27, 2017 at the Best Buy Canada Headquarters, located at 8800 Glenlyon Pkwy, Burnaby, BC, V5J 5K3.
- 11. Entrants who supply an answer to the question and hashtag #BestGiftsBestBuy as well as tag @BestBuyCanada thereby provides consent to the use of their content in written or visual form, by Best Buy Canada Ltd. in its sole discretion.
- 12. Following the draw(s), the selected entrants will be contacted via a private message on the applicable social media platform or email (if mail-in entry was provided).
- 13. In order to receive a prize, the selected entrants must:
  - Respond to the prize notification message, email or telephone call within fourty-eight (48) hours of transmission;
  - correctly answer, unaided, a time-limited, mathematical skill-testing question; and
  - sign a declaration stating that he/she:
    - o has read, understands and complies with the Contest rules;
    - releases and discharges Best Buy and its parents, subsidiaries affiliates, officers, directors, employees, and agents(collectively, the "Released Parties"); and
    - consents to the announcement of the winner's name and the use by or on behalf of Best Buy of the winner's name, address, photograph, likeness, voice or statements, and/or use of winning room for advertising and promotional purposes without any further compensation to the winner.
- 14. Should the prize winners fail to comply with any of the requirements set out in paragraph 13, their applicable prize will be automatically forfeited and another entrant will be selected by random draw.
- 15. The chances of winning a prize depends on the number of eligible entries received.

#### Consent to Personal Information Use and Disclosure

- 16. By entering the Contest, participants consent to Best Buy's collection, use and disclosure of the personal information provided in Contest entries for the administration of the Contest and in aggregated, non-personal form in order to create reports regarding Contest entrant demographics and consumer habits, which reports Best Buy's may disclose to others.
- 17. Participants who indicate on their entry form that they wish to receive Best Buy's e-newsletter further consent to the collection, use, and disclosure of their personal information (including their email address) by Best Buy for the purpose of providing the e-newsletter. Signing-up for the e-newsletter will not affect the odds of winning.

## **Disclaimer and Liability Exclusion**

- 18. Best Buy and its parent, subsidiaries and affiliates will not, under any circumstances, be responsible for, or liable to any Contest entrant or any other person for:
  - any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest entries, regardless of the cause;

- any failure for any reason whatsoever of the selected entrant to receive a prize notification email;
- any changes in email addresses or email address assignments after Contest entry forms are submitted;
- any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause; or
- any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest or the submission of entries to the Contest or participation in the Contest or the Contest prize, or the use of the <a href="www.bestbuycanada.ca">www.bestbuycanada.ca</a> web site (including the downloading of any materials from that web site) and regardless of the cause or any negligence by Best Buy or anyone for whom Best Buy is responsible, and notwithstanding that Best Buy may have been advised of the possibility of such loss or damage being incurred.

#### **Other Matters**

- 19. If for any reason the Contest is not capable of being conducted as intended by Best Buy, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, Best Buy may, at its sole discretion, disqualify any entrant responsible for such misconduct and cancel, terminate, modify, or suspend the Contest.
- 20. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND BEST BUY RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.
- 21. Return of any prize notification email as undeliverable may result in disqualification, and an alternate winner may be selected.
- 22. Decisions of Contest judges in respect of any aspect of the Contest are final and binding on all entrants.
- 23. Participation in the Contest constitutes acceptance and agreement to these Contest rules.
- 24. Best Buy reserves the right, at their option, to publish the winner's name, address, photograph, likeness, voice or statements without any further compensation to the winner.
- 25. The Contest is subject to all applicable federal, provincial and local laws and is void where prohibited by law. Best Buy may, where required by law, disclose contest entrant information to the government. If any provision of these rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
- 26. Best Buy may, where required by law, disclose contest entrant information to the government.