



**Contest Rules for Best Buy Canada Ltd. ("Best Buy") and Microsoft Canada Inc. ("Microsoft")  
Win a Trip to the 2023 NBA All-Star Prize Package**

**Contest Description**

1. The 2023 NBA All-Star Prize Package (the "Contest") begins on 9:00 a.m. PDT on October 26, 2022 and ends 11:59 p.m. PST on November 10, 2022 (the "Contest Period"). Each entrant unconditionally accepts and agrees to comply with and abide by these Contest Rules.

**How to Enter**

2. No purchase necessary.
3. Best Buy shall make a post on each of Best Buy's Instagram Feed (@bestbuycanada) and Best Buy's TikTok page (@bestbuycanada) with a video inviting entrants to the contest (the "Contest Post") during the Contest Period.
4. Entries will only be valid if made during the Contest Period and if they adhere to the following requirements:
  - a. On Instagram: Entrant must make a comment under the Contest Post on Instagram describing how tech has impacted the entrant and tagging the plus-one the entrant would like to accompany them on the potential prize trip.
  - b. On TikTok: Entrants must make a comment under the Contest Post on TikTok describing how tech has impacted the entrant and tagging the plus-one the entrant would like to accompany them on the potential prize trip.
5. Each comment will constitute its own entry, but each comment must be unique to qualify. Unlimited entries are permitted per person.
6. Entries that are fraudulent are not permitted and will be declared invalid.

**Eligibility**

7. The Contest is open to legal residents of Canada, excluding residents of Quebec. 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 for the entrant to be eligible and in such instances the prize will be awarded to such parent or guardian.
8. The Contest is not open to employees and directors of Best Buy Canada, Microsoft Canada Inc., the National Basketball Association (the "NBA"), NBA Properties, Inc., and the NBA member teams (collectively, the "NBA Entities") or their respective parents, subsidiaries or affiliated companies, their advertising and promotion agencies, or their other representatives or agents, nor persons involved in the execution or administration of this promotion or family members of each the above (parents, children, siblings, spouse/domestic partners) or individuals residing in the same household.

**Prizes**

9. One (1) Grand Prize is available to be won:

- a. One (1) trip for winner and one (1) guest to Salt Lake City, Utah for the 2023 NBA All-Star Weekend. Travel dates: February 17, 2023 to February 20, 2023. Trip includes roundtrip coach-class air transportation (from a major Canadian airport nearest the winner's home) for winner and his or her guest; one (1) standard double-occupancy hotel room for three (3) nights at a hotel specified by Microsoft; two (2) tickets to the 2023 NBA All-Star Saturday event and two (2) tickets to the 2023 NBA All-Star Game. Approximate retail value ("ARV"): \$6,600. Actual value depends on city/date/time of departure; and
  - b. One (1) Microsoft Surface Pro 9 i5/8GB RAM/256 GB SSD (ARV: \$1399.99) and one (1) Microsoft Surface Pro Signature Keyboard with Slim Pen 2 (ARV: \$349.99) for winner and one (1) Microsoft Surface Pro 9 i5/8GB RAM/256 GB SSD (ARV: \$1399.99) and one (1) Microsoft Surface Pro Signature Keyboard with Slim Pen 2 (ARV: \$349.99) for his or her guest.
10. Ten (10) Runner-up Prizes are available to be won:
- a. One (1) of ten (10) Microsoft Surface Pro 9 i5/8GB RAM/256 GB SSD (ARV: \$1399.99) and one (1) Microsoft Surface Pro Signature Keyboard with Slim Pen 2 (ARV: \$349.99) prize packages.
11. The prizes are to be administered by Microsoft. All of the above prize details are subject to change without notice at Microsoft's sole discretion.
12. All other expenses not specified herein are the sole responsibility of the winner.

### **Contest Draw**

13. A random draw will be conducted on November 11, 2022, from all eligible entries submitted as provided in these Contest Rules.
14. Following the draw, the selected entrant will be contacted in a response to the entrant's contest entry.
15. In order to receive a prize, the selected entrants must:
- a. respond to the prize notification Instagram or TikTok comment by sending a direct message to Best Buy providing the entrant's email or telephone number within forty-eight (48) hours of transmission;
  - b. Each prize winner agrees to receive communications (including emails, phone calls or direct messages on social media) from Best Buy, Microsoft and the NBA in connection with the contest.
  - c. correctly answer, unaided, a time-limited, mathematical skill-testing question; and
  - d. sign a declaration, in a form approved by Best Buy, Microsoft and the NBA Entities, stating that he/she:
    - i. has read, understands and complies with the Contest rules;
    - ii. releases and discharges Best Buy, Microsoft, the NBA Entities, Instagram, TikTok and their respective parent, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Released Parties"); and
    - iii. consents to the announcement of the winner's name and the use by or on behalf of Best Buy, Microsoft and the NBA of the winner's name, address, photograph, likeness, voice or statements, and/or use of winning post for advertising and promotional purposes without any further compensation to the winner.
16. If the prize winner fails to comply with any of the requirements set out in paragraph 15, their applicable prize will be automatically forfeited and another entrant will be selected by random draw.
17. Each travel companion must also sign and return a release prior to tickets being issued. All releases and undertakings set forth in these Contest Rules must be executed and undertaken by the parent/legal guardian of any minor travel companion, both on behalf of themselves and the minor; and the minor must be accompanied by his/her parent or legal guardian at all times during the trip. If the potential Grand Prize winner does not return documents in a timely manner, or accept the prize, or the Grand Prize potential

winner is ineligible or not in compliance with these Contest Rules, the Grand Prize will be forfeited and awarded to an alternate winner, time permitting and at Microsoft's sole discretion.

18. The chances of winning a prize depends on the number of eligible entries received.

19. The winners of the Runner-up Prizes and the Grand Prize will be contacted on November 15, 2022.

### **Prize Conditions**

20. Prizes are subject to the following restrictions:

- a. A prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing
- b. Each prize is non-transferable, non-exchangeable, not redeemable for cash and no component thereof is convertible to cash;
- c. Each prize must be accepted as awarded and may not be sold; and
- d. Microsoft 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.
- e. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Best Buy, Microsoft or the NBA Entities. Winner acknowledges that Best Buy, Microsoft, the NBA Entities and all other businesses affiliated with this Contest and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).
- f. All travel-related expenses not set forth herein, including ground transportation, luggage fees, meals, service charges, facility charges, gratuities, and incidental hotel and personal expenses are the sole responsibility of the Grand Prize winner. Travel and accommodations are subject to change and availability and restrictions may apply. Once the trip is booked, any changes made at the Grand Prize winner's request are at his or her expense. Travel must be booked through Microsoft or their designees. The Grand Prize winner and travel companion must be able to and have all required travel documentation, including a valid passport and any applicable visas, required to travel to Salt Lake City, Utah, the United States, prior to departure and are responsible for obtaining such travel documents; must travel on the same itinerary; must travel on the dates specified by Microsoft, which are subject to change; and must comply with all airport and venue security requirements; or the Grand Prize will be forfeited in its entirety and may be awarded to an alternate winner, at Microsoft's sole discretion and time permitting. If the Grand Prize winner or travel companion engage in behavior that (as determined by Microsoft's or any prize provider in their sole discretion) is obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Microsoft's and or the applicable venue reserves the right to disqualify winner from receiving his or her Grand Prize. If the Grand Prize winner elects to travel without a travel companion, no additional compensation will be awarded in lieu thereof. If the Grand Prize winner and his or her travel companion cannot travel within the specified timeline, the Grand Prize will be forfeited. If any of the foregoing events or activities are delayed, postponed or cancelled for any reason, the travel portions of the Grand Prize shall constitute full satisfaction of Best Buy and Microsoft's prize obligation to the Grand Prize winner and no substitute or additional compensation will be awarded. Any unused portions of this Grand Prize package will remain the property of Microsoft. Microsoft will not replace any lost, mutilated, or stolen tickets. The Grand Prize is nontransferable.

### **Consent to Personal Information Use and Disclosure**

21. 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 may disclose to others. Best Buy's Privacy Policy is available at [www.bestbuy.ca](http://www.bestbuy.ca).

22. Participants who indicate 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.

### **Right of Publicity**

23. Participants agree that Best Buy, the NBA Entities and Microsoft and their respective designees and assigns may use (unless prohibited by law) the participants' name, voice, city/province or territory of residence, photographs, video or film clips and/or other visual likeness for advertising and/or trade purposes and for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification from any such participant.

### **Disclaimer and Liability Exclusion**

24. The Released Parties will not, under any circumstances, be responsible for, or be 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, social media accounts, 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 [www.bestbuycanada.ca](http://www.bestbuycanada.ca) web site (including the downloading of any materials from that web site) and regardless of the cause or any negligence by any of the Released Parties or anyone for whom any such Released Party is responsible, and notwithstanding that any such Released Party may have been advised of the possibility of such loss or damage being incurred. The Released Parties will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation (but subject to operation of law), personal injury or death to any Contest entrant or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this Contest.

### **Other Matters**

25. 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.
26. **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.**

27. Decisions of Contest judges in respect of any aspect of the Contest are final and binding on all entrants.
28. Participation in the Contest constitutes acceptance and agreement to these Contest rules.
29. 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.