

# (Revised July 7, 2017) Contest Rules for Best Buy's "#CaptureYourCanada" Instagram Contest (the "Contest") June 23 – July 13, 2017

### **How to Enter**

- 1. No purchase necessary.
- 2. Entries may be made between 5 a.m. PST on June 23, 2017 and 11:59 p.m. PST on July 13, 2017 (the "Contest Period") in one of the following methods:
  - Online: Like the #CaptureYourCanada Drone video on Instagram and tell us what your favourite part of the video is, in the comment section.
    - Online: Tell us which drone that is currently available at Bestbuy.ca is your favourite and why, and
      include the link to that drone (from the relevant page on www.bestbuy.ca) in the comment
      section of the official Best Buy Canada Plug-in Blog #CaptureYourCanada contest blog post located
      on BestBuy.ca
- 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 residents of Canada, **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.
- 5. 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

- 6. There are four (4) prizes to be won in total:
  - June 29 Two (2) \$150 Best Buy Canada gift cards.
  - July 6 One (1) \$150 Best Buy Canada gift card.
  - July 14 One (1) \$150 Best Buy Canada gift card.
  - The total retail value of all four (4) prizes is approximately \$600.
- 7. The prizes must be accepted as awarded. The prizes may not be sold, transferred and no component thereof is convertible to cash.
- 8. 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.
- 9. All other expenses not specified herein are the sole responsibility of the winner.
- 10. 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**

11. The contest will take place from 5 a.m. PST from June 23, 2017 until 11:59 p.m. PST on July 13, 2017. Winners will be selected by random draw from all valid entrants submitted as provided in these Contest Rules. The prize draws will be made at the Best Buy Canada Headquarters – 8800 Glenlyon Parkway, Burnaby, BC, V5J 5K3 at the following dates and at the following times:

Draw dates and times (all PST):

- Two (2) prizes will be drawn at approximately 10:00am, June 29, 2017.
- One (1) prize will be drawn at approximately 10:00am, July 6, 2017.
- One (1) prize will be drawn at approximately 10:00am, July 14, 2017.
- 12. Following the draw(s), the selected entrants will be contacted via an Instagram message and then by email.
- 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:
    - i. has read, understands and complies with the Contest rules;
    - ii. releases and discharges Best Buy and its parents, subsidiaries, affiliates, officers, directors, employees, agents and Instagram (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 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, affiliates and Instagram, 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.
- 19. The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.

### **Other Matters**

- 20. 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.
- 21. 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.
- 22. Return of any prize notification email as undeliverable may result in disqualification, and an alternate winner may be selected.
- 23. Decisions of Contest judges in respect of any aspect of the Contest are final and binding on all entrants.
- 24. Participation in the Contest constitutes acceptance and agreement to these Contest rules.
- 25. 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.
- 26. 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.
- 27. Best Buy may, where required by law, disclose contest entrant information to the government.