



**Contest Rules for Best Buy Canada Ltd. ("Best Buy")**  
**Win a Fitbit Charge 5 (the "Contest")**  
**Dec 8 – Dec 22, 2021**

**How to Enter**

1. No purchase necessary.
2. Entries may be made between 10:00 a.m. PST on Dec 8, 2021, and 11:59 p.m. PST on Dec 22, 2021 (the "Contest Period") in one of the following methods:
  - a. On the Blog: Tell us who (first name) is your fitness partner and one thing they do that inspires you in the comment section of the official Best Buy Canada Blog contest blog post located on [blog.bestbuy.ca](http://blog.bestbuy.ca); **AND**
  - b. On the Blog: Tell us which feature of Fitbit Charge 5 you like the most and why in the comment section of Fitbit Charge 5 review article located on [blog.bestbuy.ca](http://blog.bestbuy.ca) or [blogue.bestbuy.ca](http://blogue.bestbuy.ca) (in French); **OR**
  - c. By Mail: Print your full legal name, date of birth, city or town of residence, phone number, email address, and tell us who (first name) is your fitness partner and one thing they do that inspires you on a 3" by 5" piece of paper and mail it to: "WIN A FITBIT CHARGE 5 FROM BEST BUY", 8800 Glenlyon Parkway, Burnaby, BC, V5J 5K3.
3. Two entries per person maximum. Participants making more than two 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 residents of Canada. 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.
5. The Contest is not open to employees of Best Buy Canada Ltd. ("Best Buy") or 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 lives together with.

**The Prize**

6. Two winners will be randomly selected, and each will receive a new Fitbit Charge 5 fitness tracker (approximate value = \$229.99) from Best Buy. The total value of all prizes is approximately **\$459.98**.
7. The prizes are to be administered by Best Buy. All of the above prize details are subject to change without notice at 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:
  - a. Each prize is non-transferable, non-exchangeable, not redeemable for cash and no component thereof is convertible to cash;
  - b. Each prize must be accepted as awarded and may not be sold; and

- c. 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 Dec 8, 2021, at 10:00 a.m. PST until Dec 22, 2021, at 11:59 p.m. PST. The winner will be selected by random draw from all eligible entries submitted as provided in these Contest Rules. Draw will be made at 10:00 a.m. PST on Dec 29, 2021, at Best Buy's office located at 8800 Glenlyon Parkway, Burnaby, BC, V5J 5K3.
11. Following the draw, the selected entrants will be contacted in a response to their contest entry.
12. In order to receive a prize, the selected entrants must:
  - a. respond to the prize notification email or telephone call within forty-eight (48) hours of transmission;
  - b. correctly answer, unaided, a time-limited, mathematical skill-testing question; and
  - c. sign and submit a declaration to Best Buy within 5 days of receipt of the Prize Acceptance and Acknowledgement Form stating that he/she:
    - i. has read, understands and complies with the Contest rules;
    - ii. releases and discharges Best Buy, Fitbit, 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 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.
13. If the prize winner fails to comply with any of the requirements set out in paragraph 12, their applicable prize will be automatically forfeited, and another entrant will be selected by random draw.
14. The chances of winning a prize depends on the number of eligible entries received.

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

15. 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.
16. 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**

17. Best Buy and its parents, subsidiaries and affiliates will not, under any circumstances, be responsible for, or liable to any Contest entrant or any other person for
  - a. any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest entries, regardless of the cause;
  - b. any failure for any reason whatsoever of the selected entrant to receive a prize notification email;
  - c. any changes in email addresses or email address assignments after Contest entry forms are submitted;
  - d. any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause; or
  - e. 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 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**

18. 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.
19. **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.**
20. Return of any prize notification email as undeliverable may result in disqualification, and an alternate winner may be selected.
21. Decisions of Contest judges in respect of any aspect of the Contest are final and binding on all entrants.
22. Participation in the Contest constitutes acceptance and agreement to these Contest rules.
23. 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.
24. 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.
25. Best Buy may, where required by law, disclose contest entrant information to the government.
26. Any litigation respecting the conduct or organization of this publicity Contest may be submitted by a resident of the Province of Quebec to the Régie des alcools, des jeux et des courses for a ruling. Any litigation respecting the awarding of a prize may be submitted by a resident of the Province of Quebec to the Régie only for the purpose of helping the parties reach a settlement.