

Contest Rules for Best Buy Mother's Day Pamper Pop Up (the "Contest") May 8-14, 2023

How to Enter

- 1. No purchase necessary.
- 2. Entries may be made between 9am MDT on May 8, 2023 and 8.59 p.m. MDT on May 14, 2023 (the "Contest Period") in one of the following methods:
 - a. Posting a picture or video on social media to their feed using the hashtag #bestbuycanada and/or #bestbuydorianmemories
 - b. The social media entry post must include a photo or video taken of Best Buy's Mother's Day Pamper Pop Up neon sign installation and/or the tech demos presented by Best Buy as part of the Mother's Day Pamper Pop Up at The Dorian Hotel at 525 5 Ave SW, Calgary, AB T2P 1P7.
 - c. Posts may only be eligible if made on the following platforms:
 - i. Instagram
 - ii. Facebook
 - iii. TikTok
- 3. Only posts that are publicly viewable by Best Buy will be considered as an entry. 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 attendees of Best Buy's Mother's Day Pamper Pop Up at The Dorian Hotel, and members of the public who take a photo with Best Buy's Mother's Day neon sign installation located at The Dorian Hotel, who are legal residents of Canada excluding Quebec, who have reached the age of majority in their province of residence 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 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 is domiciled.

The Prize

6. The following prizes are available to be won:

Product	Retail Value
Breville Barista Express Impress	\$1299
Dyson Supersonic	\$549.99
Fujifilm Instax Mini Camera	\$99.99
Google Nest Mini	\$69.99
Kobo e-Reader	\$129.99

- 7. Prizes 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:
 - a. Each prize is non-transferable, non-exchangeable, and not redeemable for cash;
 - b. Each prize must be accepted as awarded and may not be sold, transferred and no component thereof is convertible to cash; 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. Winners will be selected by random draw from all eligible entries submitted during the Contest Period and as provided in these Contest Rules. Draw(s) will be made between May 8 to 15, 2023 at Best Buy's Mother's Day activation event located at The Dorian Hotel at 525 5 Ave SW, Calgary, AB T2P 1P7
- 11. Following the draw(s), the selected entrants will be informed in person or by direct message by Best Buy Canada's official Instagram, Facebook or TikTok account.
- 12. In order to receive a prize, the selected entrants must:
 - a. respond to the prize notification in person or via social media within forty-eight (48) hours of transmission;
 - b. correctly answer, unaided, a time-limited, mathematical skill-testing question; and
 - c. sign a declaration to Best Buy within five (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 and its parents, 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. Should the prize winners fail 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 depend 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. Best Buy's Privacy Policy is available at www.bestbuy.ca/privacy.
- 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. The Released Parties 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 <u>www.bestbuycanada.ca</u> 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. 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

- 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. If 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.
- 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 its option, to publish the winner's name, address, photograph, likeness, voice or statements without any further compensation to the winner.
- 24. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Best Buy. Winner acknowledges that Best Buy 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).
- 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.