



**Contest Rules for Best Buy Ultimate Gamer Dad
(the "Contest")
May 15 – June 3, 2023**

How to Enter

1. No purchase necessary.
2. Entries may be made between 12:01 a.m. PT on May 15, 2023 and 11.59 p.m. PT on June 3, 2023 (the "Contest Period") via the following method:
 - a. Posting a video on social media using the hashtag #BestBuyFathersDay
 - b. In their video post, participants must nominate a father, father figure or equivalent as an entrant in the competition and explain why they feel their nominee should be an entrant. Participants must obtain express consent from their nominees to feature the nominee in the video post for such nominee to be considered an entrant in the Contest.
 - 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 legal residents of Canada including 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. Nominees shall be considered entrants of the Contest.
5. Entrants/nominees may not be 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. However, nominations may be made by employees of the foregoing.
6. If selected as a finalist, entrants must be available to attend a Best Buy gaming competition on June 10, 2023, to be held at a Best Buy retail location closest to the finalist.

The Prize

7. One (1) Grand Prize Package is available to be won:
 - a. One (1) trip for the grand prize winner and one (1) guest to the Soho Hotel - 318 Wellington St W, Toronto, Ontario. Travel Dates: June 16, 2023 to June 18, 2023. If the winner lives over 150km away from Toronto Ontario, Best Buy shall provide roundtrip coach-class air transportation (from a major Canadian airport nearest the winner's home) for winner and his or her guest or alternatively, if winner lives within 150km from Toronto, Ontario, Best Buy shall provide \$150 in a

- form determined by Best Buy to cover costs of ground transportation to the Soho Hotel; and one (1) standard double-occupancy hotel room for two (2) nights from June 16, 2023 to June 18, 2023. Approximate Retail Value \$4,290. Actual value depends on city/date/time of departure; and
- b. One (1) [PlayStation 5 Console](#) (\$649.99), one (1) [PlayStation VR2](#) (\$749.99), one (1) [Sony SRS-XE200 Waterproof Bluetooth Wireless Speaker](#) (\$179.99), one (1) [Sony LinkBuds S In-Ear Noise Cancelling Truly Wireless Headphones](#) (\$299.99) and one (1) [Fujifilm Instax Mini 12 Instant Camera](#) (\$99.99) for the Grand Prize winner.
8. Four (4) Runner-up prizes are available to be won:
 - a. One (1) of four (4) [PlayStation 5 Console](#) (\$649.99), and one (1) of four (4) [PlayStation VR2](#) (\$749.99), prize packages.
 9. 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.
 10. All other expenses not specified herein are the sole responsibility of the winner.
 11. 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

12. 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 on June 4, 2023.
13. Following the draw(s), the five (5) selected entrants will be informed by direct message by Best Buy Canada's official Instagram, Facebook or TikTok account. The five (5) finalists will be invited to participate in a gaming competition to be held on June 10, 2023 at the Best Buy location closest to the finalist to determine the grand prize winner. The competition and Grand Prize winner shall be determined by whichever of the finalists completes a race in Gran Turismo 7 in the shortest amount of time as determined in Best Buy's sole discretion. In order to receive a prize, the selected entrants must:
 - a. respond to the prize notification via social media within twenty-four (24) hours of transmission confirming which Best Buy location is closest to the entrant to pick-up the prize and participate in the gaming competition;
 - b. attend the Best Buy location on June 10, 2023, and participate in the gaming competition;
 - c. correctly answer, unaided, a time-limited, mathematical skill-testing question; and
 - d. 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.
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. Each travel companion must also sign and return a release prior to travel 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.

16. The chances of winning a prize depend on the number of eligible entries received.

Consent to Personal Information Use and Disclosure

17. 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.

18. 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

19. 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 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. 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

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. 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 Best Buy or their designees. The Grand Prize winner and travel companion must be able to and have all required travel documentation, including any applicable visas, required to travel to Ontario, prior to departure and are responsible for obtaining such travel documents; must travel on the dates specified by Best Buy, which are subject to change; and must comply with all airport and venue security requirements; or the prize will be forfeited in its entirety and may be awarded to an alternate winner, at Best Buy's sole discretion and time permitting. If the Grand Prize winner or travel companion engage in behavior that (as determined by Best Buy'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, Best Buy and or the applicable venue reserves the right to disqualify Grand Prize winner from receiving his or her prize. If the Grand Prize winner and his or her travel companion cannot travel within the specified timeline, the 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 prize shall constitute full satisfaction of Best Buy's prize obligation to the Grand Prize winner and no substitute or additional compensation will be awarded. Any unused portions of this prize package will remain the property of Best Buy. The prize is nontransferable.
23. 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.
24. Decisions of Contest judges in respect of any aspect of the Contest are final and binding on all entrants.
25. Participation in the Contest constitutes acceptance and agreement to these Contest rules.
26. 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.
27. 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).
28. 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.
29. Best Buy may, where required by law, disclose contest entrant information to the government, including to the Régie des alcools, des jeux et des courses in Quebec where applicable.
30. 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.