Simplii Financial

Simplii Financial[™] DIL-LUMINATI North America Tour Contest Official Rules

1. Contest Period

The Simplii Financial DIL-LUMINATI North America Tour Contest (the "**Contest**") begins on April 1, 2024 at 12:01 a.m. Eastern Time ("**ET**") and ends on May 31, 2024 at 11:59 p.m. ET (the "**Contest Period**"). By participating in the Contest, you agree to abide by and be bound by these Official Rules and all decisions of Simplii Financial ("**Simplii Financial**", or the "**Sponsor**"), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prizes, including without limitation, eligibility and/or disqualification of entries.

2. Eligibility

The Contest is open to Canadian residents (excluding Quebec) who: (i) have reached the age of majority in their province of residence and (ii) was not the primary account holder for a Simplii Financial product on or before August 31, 2023. This Contest can be combined with all other offers unless otherwise indicated. Individuals who meet the foregoing eligibility requirements and otherwise comply with these Official Rules are referred to as "**Eligible Client(s)**."

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor, any Contest judges, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies (collectively, the "**Contest Entities**"), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

3. How to Enter

No purchase necessary. Internet access and email address required. To enter, an Eligible Client must:

- i. Open a new Simplii No Fee Chequing Account (the "**New Account**") as the primary account holder during the Contest Period. This must be the Eligible Client's first New Account opened as the primary account holder.
- ii. If you wish to enter without applying for the New Account, write an original essay describing why you want to see Diljit live, to a minimum of 500 words, and submit it by email, together with your first name, last name, phone number, age, province and email address. Email the above information to: <u>mailbox.simpliidiljitcontest@cibc.com</u> with the subject line "Simplii Diljit Ticket Contest".

Limit: One (1) entry per person regardless of method of entry. Selected entrants must be present in Canada at the time of prize fulfillment or otherwise, will forfeit eligibility.

[&]quot;SIMPLII FINANCIAL" and the SIMPLII FINANCIAL DESIGNS are trademarks of CIBC. "Simplii Financial" is a division of CIBC. Banking services are not available in Quebec.

4. Prizes and Awarding of the Prizes

Prize: There are ten (10) prizes available to be won over the Contest Period, each consisting of Two (2) tickets to attend the DIL-LUMNATI North America Tour on July 13th, 2024 in Toronto, Ontario (location, time & details to be provided by the Contest Sponsor).

Approximate retail value of the Prize is \$1,000 CAD. The winner will not be entitled to any difference between actual and approximate retail value of the Prize. The winner and their guest will be solely responsible for all other incidental costs and expenses related to their prize not mentioned above, including, but without limitation, transportation to and from the event, lodging, gratuities, personal expenses, meals, health or travel insurance, entertainment, etc. The Contest Sponsor will not be held to award more prizes than as set out in these Rules. Prize must be accepted as awarded and may not be substituted or transferred. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Any other costs or expenses associated with the prize not specified herein will be the responsibility of the selected winner.

5. Winner Selection and Verification

Winners will be selected in a draw as per the table below. Sponsor will conduct a random draw from among all eligible entries received for the purposes of selecting ten (10) potential winners. The draw will take place as per the chart below at The Marco Corporation located at 470 Hardy Road, Brantford, Canada N3V 6T1. Odds of winning depend on the number of eligible entries received during the Contest Period. For clarity, only entrants (other than no-purchase entrants) who have activated their New Account by the Activation Date will be entered into the draw. If any selected entrant is not present in Canada at the time of prize fulfillment, he/she forfeits the prize.

Contest Period	Draw Date @ 1 p.m. ET
April 1, 2024 to May 31, 2024	June 5, 2024

Selected entrants will be notified by email at the email address or telephone number provided at the time of entry. In order to be declared an official winner, a selected entrant must first:

- i. Respond to notification of selection within five (5) business days of notification by Sponsor;
- ii. Correctly answer, without assistance of any kind (whether mechanical or otherwise), a time-limited mathematical skill-testing question to be administered by email or telephone;
- iii. Sign and return to Sponsor, within five (5) business days of it being sent by Sponsor, a written declaration and release form, releasing the Contest Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize and authorizing the use of the winner's name, city/province of residence, picture, biographical information, statements, voice and likeness as described in paragraph 8, including depiction on the Simplii website (the "Release"); and,
- iv. Otherwise comply with these Official Rules.

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Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within five (5) business days of first attempt by Sponsor or Sponsor's agent, failure to provide proof of eligibility (if requested), Release, or other required documentation in a timely manner, failure to correctly answer the mathematical skill-testing question or other non-compliance with these Official Rules may result in disqualification, forfeiture of the prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

6. Right to Void / Terminate / Suspend / Modify

Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest or any part thereof, is not capable of running as planned for any reason which, in the sole discretion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest (including, without limitation, travel bans, pandemics, government sanctioned lockdowns), Sponsor may, in its sole discretion, void any suspect entries and

- i. Terminate the Contest, or any portion thereof;
- ii. Modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or
- iii. Award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

7. Limitation of Liability and Releases

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. By participating in this Contest, entrants agree that Sponsor, the Contest Entities have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from the contest, including the acceptance, possession, misuse or use of the prize, or the merchandise for which it is redeemed (if applicable). Further, by participating in this Contest, entrants agree that Sponsor, and Contest Entities have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting against, and contest Entities have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from:

- a) Entry or participation in this Contest, including access to and use of the Website or other associated websites, or
- b) Any claims based on personality or privacy rights, defamation or merchandise delivery.

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- c) Without limiting the foregoing, Sponsor, and the Contest Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for:
 - i. Any incomplete or inaccurate information that is caused by the Website, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest;
 - ii. Lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections;
 - iii. The theft, destruction, loss or unauthorized access to, or alteration of entries;
 - iv. Any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs;
 - v. Garbled transmissions or miscommunications;
 - vi. Failure of any email to be received by or from the Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility;
 - vii. Damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest or in connection with the Website;
 - viii. Printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or
 - ix. Technical, pictorial, typographical or editorial errors or omissions contained herein.

8. Protection of Personal Information and Publicity Release

Sponsor and its authorized agents will collect, use, and disclose the personal information provided when entering the Contest for the purposes of administering the Contest and prize fulfillment. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <u>https://www.simplii.com/en/legal.html</u>.

By accepting a prize, the winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, including on the Simplii website, at any time or times in perpetuity, without further compensation or notice, and hereby releases Sponsor and the Contest Entities from any liability with respect thereto. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at https://www.simplii.com/en/legal.html.

9. Additional Limitations and Conditions

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrants. Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission

does not constitute proof of receipt. Entrants agree to abide by these Official Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest.

Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof.

WARNING: ANY ATTEMPT BY ENTRANTS OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to the identity of the entrant who submitted any entry, the authorized account holder of the email address submitted at registration will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an access provider, service provider, or other person or organization responsible for assigning email addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

Simplii Financial reserves the right to cancel or change the terms of the Contest at any time without notice, for any reason, and to revoke the Contest from any customer who appears to be manipulating or abusing the Contest, or is engaged in any suspicious/fraudulent activity.

In the event of any discrepancy or inconsistency between the terms and conditions as provided in these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to television, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.