

## Simplii™ New to Canada Banking Contest

### Official Rules

#### 1. Contest Period

The Simplii™ New to Canada Banking Contest (the “**Contest**”) begins on May 1, 2021 at 12:00 a.m. EST and ends on March 31, 2022 at 12:00 a.m. EST (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 newcomer to Canada who:

- are all permanent and non-permanent immigrants into Canada (excluding Quebec);
- During the Contest Period have applied for the Simplii Newcomer Banking Offer (an “**Offer**”) in accordance with the respective Offer Terms and Conditions: <https://www.simplii.com/en/banking-simplii/join-simplii/new-to-canada.html> (“**Newcomer Website**”)
- activate their Offer in Canada as per the applicable Offer Terms and Conditions (excluding Quebec) by **March 31, 2022** (“**the Activation Date**”)

Entrants who are under the age of majority in their jurisdiction of residence will require parental consent for participation and prize fulfillment.

For further clarity, to be eligible all entrants must abide by the Offer Terms and Conditions as posted on the Simplii Newcomer Website. Proof of permit may also be required. Further, only entrants who activate their Offer in Canada by the Activation Date will be entered into the prize draw.

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor, and 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 required.** To enter, visit the Simplii Newcomer Website during the Contest Period and apply for an Offer. All accepted Offers activated by the Activation Date will be entered into the prize draw.

If you wish to enter without submitting an offer, you can submit an original essay describing what is the one thing that best represents Canada to you, to a minimum of 500 words, and together with your first name, last name, phone number, age, province and email address. Email the above information to: [Mailbox.SimpliiNewcomer@cibc.com](mailto:Mailbox.SimpliiNewcomer@cibc.com). No-purchase entrants must be present in Canada at the time of prize fulfillment. Otherwise, the selected entrant forfeits the prize.

**Limit:** One (1) entry per person regardless of method of entry.

## 4. Prize

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There is one (1) prize available to be won, consisting of \$10,000 to be deposited in winning entrant's Simplii account.

In the event the selected winner does not have a Simplii account, Sponsor will award the prize in the form of a cheque.

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

On **April 12, 2022** at 1:00 p.m., Sponsor will conduct a random draw from among all eligible entries received for the purposes of selecting one (1) potential winner. The draw will take place on April 12, 2022 at The Marco Corporation 470 Hardy Rd, Brantford, Canada N3V 6T1. EST. Odds of winning depend on the number of eligible entries received. For clarity, only entrants (other than no-purchase entrants) who have activated their Offers 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.

Selected entrant will be notified by email at the email address provided at the time of entry. In order to be declared a winner, 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 mathematical skill-testing question;
- 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 (the "**Release**"); and,
- iv) otherwise comply with these Official Rules.

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, contest judges and 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, contest judges 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 contest website or other associated websites, or
- b) any claims based on personality or privacy rights, defamation or merchandise delivery.
- c) Without limiting the foregoing, Sponsor, Contest judges and the Contest Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for:
  - a) any incomplete or inaccurate information that is caused by Contest Website users, 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;
  - b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections;
  - c) the theft, destruction, loss or unauthorized access to, or alteration of, entries;
  - d) 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;
  - e) garbled transmissions or miscommunications;
  - f) failure of any e-mail to be received by or from the Contest judges or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility;
  - g) 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 Contest Website;
  - h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or
  - i) 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: <https://www.simplii.com/en/legal.html>.

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, 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.

## 9. General 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 and/or any independent Contest judging organization will be final and binding on all matters pertaining to this

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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 e-mail address submitted at registration will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.