## DILAWRI GROUP OF COMPANIES CONTEST (the "Contest") TERMS AND CONDITIONS

### NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

# BY ENTERING THE CONTEST, YOU CONSENT TO THE DISCLOSURE OF YOUR PERSONAL INFORMATION BY DILAWRI GROUP OF COMPANIES FOR MARKETING AND PROMOTIONAL PURPOSES.

### **Definitions:**

- (i) "**Entrant**" means an individual who is eligible for the Contest, meeting all requirements set forth below under the heading "Eligibility".
- (ii) **"Sponsor**" means Dilawri Group of Companies.

#### **Contest Period:**

The Contest begins on March 1, 2018 at 2:00 PM (Eastern Standard Time) and ends on March 16, 2018 at 11:59 PM EST (Eastern Standard Time) and all entries must be submitted by Entrants between these dates and times (the "**Contest Period**").

#### **Eligibility:**

The Contest is open to any individual who meets all of the following eligibility requirements. To be eligible for the Contest, an individual must:

- (i) be a Canadian resident, <u>excluding Québec</u>, who is at least of the age of majority in his or her province or territory of residence;
- (ii) hold a full and valid Canadian driver's licence and be willing to present same when claiming the prize set forth below; and
- (iii) satisfy the entry conditions set forth in detail below under the heading "How to Enter" by:
  - (a) commenting on the Post, which will provide the Entrant with one (1) entries per social media platform (Facebook, Instagram, Twitter, and/or YouTube).

Individuals who are employees of, members of the immediate family of, or domiciled with an employee of:

- (i) the Sponsor, or its affiliated or related companies;
- (ii) the advertising and promotional agencies of the Sponsor; and
- (iii) suppliers of prizes, materials or services related to the Contest including, without limitation, any independent Contest management agency,

are not eligible to participate.

## How to Enter:

There are four (4) ways of entering the Contest:

(1) By the Entrant logging into their Facebook account during the Contest Period, visiting the Dilawri Group of Companies Facebook page, and commenting on the post. The comment must state a safe driving tip with the hashtag #DriveSafeWithDilawri. This method of entering the Contest provides the Entrant with a maximum of one (1) entry. By entering this Contest through the means described in this paragraph, each Entrant hereby consents to the disclosure of his or her personal information, including but not limited to his or her Facebook profile account by Dilawri Group of Companies for advertising, marketing and promotional purposes in any and all media now known or hereafter discovered. Notwithstanding the foregoing, all Entrants may at any time withdraw their consent.

- (2) By the Entrant logging into their Instagram account during the Contest Period, visiting the Dilawri Group of Companies Instagram page, and commenting on the post. The comment must state a safe driving tip with the hashtag #DriveSafeWithDilawri. This method of entering the Contest provides the Entrant with a maximum of one (1) entry. By entering this Contest through the means described in this paragraph, each Entrant hereby consents to the disclosure of his or her personal information, including but not limited to his or her Instagram profile account by Dilawri Group of Companies for advertising, marketing and promotional purposes in any and all media now known or hereafter discovered. Notwithstanding the foregoing, all Entrants may at any time withdraw their consent.
- (3) By the Entrant logging into their Twitter account during the Contest Period, visiting the Dilawri Group of Companies Twitter profile, and commenting on the post. The comment must state a safe driving tip with the hashtag #DriveSafeWithDilawri. This method of entering the Contest provides the Entrant with a maximum of one (1) entry. By entering this Contest through the means described in this paragraph, each Entrant hereby consents to the disclosure of his or her personal information, including but not limited to his or her Twitter profile account by Dilawri Group of Companies for advertising, marketing and promotional purposes in any and all media now known or hereafter discovered. Notwithstanding the foregoing, all Entrants may at any time withdraw their consent.
- (4) By the Entrant logging into their YouTube account during the Contest Period, visiting the Dilawri Group of Companies profile, and commenting on the video. The comment must state a safe driving tip with the hashtag #DriveSafeWithDilawri. This method of entering the Contest provides the Entrant with a maximum of one (1) entry. By entering this Contest through the means described in this paragraph, each Entrant hereby consents to the disclosure of his or her personal information, including but not limited to his or her YouTube profile account by Dilawri Group of Companies for advertising, marketing and promotional purposes in any and all media now known or hereafter discovered. Notwithstanding the foregoing, all Entrants may at any time withdraw their consent.

For information on YouTube's Community Guidelines, visit: https://www.youtube.com/yt/about/policies/#community-guidelines. Entries which do not comply will be disqualified.

## Prize:

One (1) Winner will be randomly selected in a random prize draw conducted by the Sponsor as set forth below under the heading "Winner Selection", to win a BlackVue dashcam prize of Four Hundred Sixteen US Dollars (USD \$416.00) (the "**Prize**").

The Prize is non-refundable and cannot be transferred to another person, substituted for another prize, or exchanged in whole or in part.

The Sponsor shall not be liable for any tax implications arising from the Prize or the Contest. The Winner shall be solely responsible for all applicable federal, provincial/state and local taxes and other costs and expenses associated with the Prize or the Contest.

#### Winner Selection:

The Winner will be selected in a random prize draw conducted by the Sponsor on March 19, 2018 at 1:00 pm (Eastern Standard Time) (the "**Draw Date**") to choose a potential Prize Winner. The odds of being selected as a potential Winner depend upon the total number of valid entries received during the Contest Period.

To be declared a Winner and claim the Prize, the potential Winner must:

- (a) be reached via Facebook, Instagram, Twitter or YouTube by the Sponsor within two (2) business days of the Draw Date;
- (b) correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered by telephone or email;
- (c) show a valid Canadian driver's licence; and

(d) sign a Declaration and Release of Liability (the "Release") releasing the Sponsor, its affiliated and related companies, advertising and promotional agencies, and their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns (the "Releasees") from any liability in connection with the Prize and the Contest. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant should such an Entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

In the event that a potential Winner (a) cannot be contacted via Facebook, Instagram, Twitter, or YouTube within two (2) business days of the Draw Date; (b) fails to correctly answer the skill-testing question; (c) fails to show a valid Canadian driver's license; or (d) fails to return the properly executed Declaration and Release of Liability, then he or she will be disqualified and the Sponsor reserves the right, in its sole discretion, to randomly select an alternative eligible winning Entrant from among the remaining eligible entries. The Sponsor shall not be responsible for failed attempts to contact a selected Entrant. The Prize shall only be awarded to the Entrant whose full name, telephone number, address, and valid e-mail address has been provided to the Sponsor.

Any individual wishing to opt-out of the Contest may do so by sending an email to skan@dilawri.ca with the subject line "Dilawri Contest Opt-Out".

## **General Terms and Conditions:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor and its affiliated and related companies with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entries. The Sponsor and its affiliates and related companies assume no responsibility for late, delayed, misdirected, lost or incomplete entries or for any failure of any electronic or mobile application used in the operation of this Contest at any time.

Upon receipt of the Declaration and Release of Liability, the Sponsor will notify the Winner of the manner in which the Prize will be delivered to the Winner.

By entering the Contest in either of the ways described under the heading "How to Enter" above, Entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest. By accepting the Prize, a Winner consents to the collection, use and disclosure to the public of his or her name, address (city, province/territory), voice, statements and photographs or other likenesses for publicity purposes in connection with the Contest in any media or formats including, but not limited to, the Internet, without further notice, permission or compensation. Personal information will not otherwise be used or disclosed without the consent of the Entrant, unless otherwise provided for under these Terms and Conditions.

The Sponsor and its affiliated and related companies reserve the right, in their sole discretion to modify, withdraw or amend the Contest in the event of technical problems, tampering, unauthorized intervention, fraud, computer virus or any reasonably similar event ("**Event**") that is beyond the reasonable control of the Sponsor or its affiliates and related companies and the Event interferes with the proper administration of the Contest as contemplated by these Terms and Conditions. Any attempt to deliberately cause an Event that undermines the legitimate operation and administration of the Contest is a violation of civil and criminal laws. The Sponsor and its affiliates and related companies reserve the right to engage in any action they see appropriate including, but not limited, to seeking remedies and damages to the fullest extent permitted by law, including criminal prosecution.

In the event of a dispute regarding the identity of the individual who submitted an entry, any such entry will be deemed to have been submitted by the authorized account holder of the Facebook profile account associated with the potential winning entry. "Authorized account holder" is defined as the person who is assigned a Facebook profile account by Facebook. Any Entrant may be required to provide evidence that he or she is the authorized account holder of the Facebook profile account holder of the Facebook profile account holder with the selected entry.

By entering the Contest, the Entrant hereby releases and holds harmless the Sponsor and its affiliated and related companies, the Prize suppliers, and their respective officers, directors, employees and agents, including, without limitation, their advertising and promotional agencies and the independent Contest management agency (collectively, the "**Releasees**"), from any and all claims arising from or in connection with the Entrant's entry (or attempted entry) in the Contest and/or the awarding of any Prize.

By accepting a Prize, the Winner releases the Releasees from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession and/or use or misuse of any Prize and acknowledge that the Releasees have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied in fact or in law, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

All entries become the property of the Sponsor upon receipt and will not be returned.