

## **Official Contest Rules and Regulations – Brim Amazon Echo Dot 2018 Contest**

The Brim Amazon Echo Dot Event 2018 Contest (“**Contest**”) is sponsored and administered by Brim Financial Inc. (“**Brim**”). The Contest starts on December 1, 2018 at 12:00 a.m. ET and closes on January 1, 2019 at 12:00 a.m. ET (“**Contest Period**”).

### **1. Eligibility**

The Contest is open to all persons who are residents of a province where Brim issues credit cards (ON, BC, AB, SK, MB, PE, NB, and NL ) except for residents of the province of Quebec, who have reached the legal age of majority in their province or territory of residence prior to the Contest Period (“**Eligible Participant**”). Employees, representatives or agents of Brim and its subsidiaries and affiliates, media partners, advertising and promotional agencies, and members of the immediate family (parents, children, siblings and spouse, regardless of where they are domiciled) of any of the aforementioned and persons with whom any of the aforementioned are domiciled are not eligible to enter the Contest.

### **How to participate in the Contest**

No purchase necessary. To enter the Contest, an Eligible Participant must during the Contest Period, apply for a Brim credit card through the [brimfinancial.com/echo-dot-contest](http://brimfinancial.com/echo-dot-contest) website. Applications must be fully completed and received by Brim prior to 11:59 p.m. ET December 31, 2018. An Eligible Participant will receive one entry into the Contest and may only apply for one card. Each application will be adjudged in accordance with Brim’s approval procedures.

Alternatively, the Contest may be entered by writing a 400-word statement on the entrant’s favourite Brim card feature and sent to Brim at [social@brimfinancial.com](mailto:social@brimfinancial.com). Each original, non-replicated statement will entitle the entrant to one (1) contest entry. Entries must be received prior to 5:00 p.m. ET on Friday, December 28, 2018. Only one contest entry per person is permitted by this method of entry.

### **2. Prizes**

There are thirty-one (31) prizes (“**Prize**”) to be won, each of which consist of one (1) Amazon Echo Dot. Only one (1) prize can be won per person. The approximate retail value of each Prize is CDN\$69.99.

Prize must be accepted as awarded and may not be sold, transferred or converted to cash and will not be refunded if unused. No substitutions, changes or extensions are permitted. Brim reserves the right at its sole discretion to substitute the Prize for one of equal or greater value or to allow a Prize transfer.

## Winner Selection

At 5 p.m. ET in Toronto, Canada on December 3, 2018, the first potential winner will be drawn. Subsequent draws will be held on each day following up until the conclusion of the contest, excluding Christmas Day, Boxing Day, and New Years Day, (each a “**Draw Time**”), three staff members or representatives of Brim (collectively, the “Judges”) will tally all eligible Contest Entries identified or received prior to each Draw Time and electronically randomly choose one (1) potential winner from all eligible entries received or identified prior to that time. The final Draw Time will be made by 12:00 a.m. ET on January 2, 2018.

Odds of winning depend on the number of eligible Contest Entries received or identified prior to each Draw Time.

### 3. Claiming of Prizes

In order to be declared a winner and be able to claim a Prize, the Eligible Participant selected by the Judges will be contacted by email by Brim or one of its agents or representatives, shortly following the draw and must confirm acceptance as a selected Eligible Participant within 48 hours (forty-eight) of contact. If the Eligible Participant cannot be contacted or does not respond within this time period any chance to win a Prize will be forfeited. Before being declared a winner, the selected Eligible Participant will be required to answer, unaided, a time-limited mathematical skill-testing question and sign a release and waiver form confirming, without limitation, that:

- He/she complies with the eligibility requirements;
- The contents of his/her Contest Entry, as appropriate, is original and does not infringe any third party rights (e.g. image, photograph, etc., that are posted);
- he/she has read the Contest rules and regulations and complies completely;
- he/she accepts the Prize as awarded;
- he/she acknowledges Brim’s right to publish his/her picture, name and city of residence without compensation other than the Prize offered;
- he/she successfully answers unaided a time-limited mathematical skill-testing question; and
- he/she releases and agrees to hold harmless of all liability Brim’s and its respective subsidiaries and affiliates, media partners, advertising, promotional agencies and each of the foregoing entities’ directors, officers, employees, contractors and agents.

### 4. General Terms and Conditions

The decisions of the Judges shall be final and binding (and without appeal) and may not be challenged in any way.

All entries submitted, and all information provided, by Eligible Participants must be complete and accurate. Brim will not be held responsible for any technological malfunctions, telephone or internet interruptions and/or any late/incomplete/erroneously completed Prize claims or release and waiver forms. Furthermore, each Eligible Participant is responsible for ensuring that content posted or displayed as part of his/her Contest Entry is original and does not infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy.

The contents of all entries submitted become property of Brim. Brim reserves the right to use the contents of entry submissions provided by entrants, for editorial, advertising, marketing and promotional purposes, without further compensation or notice, unless prohibited by law. For non-purchase entries, Brim reserves the right and each Eligible Participant grants permission for Brim to use the contents of his/her entry submission including name and address for editorial, advertising, marketing and promotional purposes in any and all media now known or hereafter discovered, worldwide, in perpetuity, without compensation, notification or permission.

By entering the Contest, Eligible Participants expressly consent to Brim, media partners, advertising and promotional agencies, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest, as set out in these rules, and in accordance with Brim's Privacy Policy publicly available on Brim's website.

All entries are subject to verification by Brim and may be disqualified if they are received outside of the Contest Period, are incomplete, illegible, abusive, irregular, photocopied or otherwise reproduced, submitted through illicit means or if they contain any false statements, or do not conform to or satisfy to any condition of these Contest rules and regulations.

By entering the Contest, Eligible Participants agree that Brim reserves the right to publish without compensation the full name, city of residence, and photograph of all winners and Eligible Participants waive all rights with respect to printed, broadcast and other forms of publicity. Eligible Participants further agree that all entries submitted and their content become the property of Brim and will not be returned.

Eligible Participants agree to be bound by all decisions of Brim regarding the Contest which shall be final and binding in all respects.

Eligible Participants agree that Brim is not liable for any incorrect or inaccurate transcription of entry information or for any error or malfunction of any kind in connection with the Contest. If the Contest is not capable of running as planned for any reason, including tampering, unauthorized intervention, fraud, technical failures, or any other cause, Brim reserves the right, at its sole discretion, to, without advance notice, terminate or suspend the Contest, in whole or in part, or modify it in any way, without any further obligations to Eligible Participants. Furthermore, if Brim determines, at its sole discretion, that any entry compromises the integrity of the Contest, Brim reserves the right to disqualify the entry at issue or terminate the Contest in its entirety without any further obligations to Eligible Participants. Brim further reserves the right, at its sole discretion, to disqualify any individual from the Contest and to ban the individual from any future contest of Brim who it finds or believes to be tampering with the entry process or the operation of the Contest; to be acting in violation of the Contest rules and regulations or in an improper, abusive or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

By entering this Contest, Eligible Participants agree to release and hold harmless Brim and each of its respective subsidiaries and affiliates, media partners, advertising and promotional agencies and each of the foregoing entities' respective directors, officers, employees, agents, representatives, successors and assigns from any liability in connection with the Contest or, if declared a winner, the Prize awarded and use thereof.

The Contest is subject to federal, provincial and local rules and regulations.

Brim is a trademark of Brim Financial Inc. All other trade marks are the property of their respective owners.