



CONTEST
“Win \$1,000 with the Intact Insurance App!”
Official Rules and Regulations

The “**Win \$1,000 with the Intact Insurance App!**” contest (the “**Contest**”) is sponsored by Intact Insurance Company (“**Intact Insurance**” or the “**Sponsor**”). The Contest starts on September 10 2018, 12 a.m. EST and closes on November 16 2018, 11:59 p.m. EST (the “**Contest Period**”).

The Sponsor reserves the right to permit its subsidiaries and affiliated companies and each of their respective directors, officers, employees, agents, representatives, advertising or promotional agencies (the “**Agents**”) to perform all or any portion of the activities necessary in connection with this Contest.

1. ELIGIBILITY

This Contest is open to residents of Canada who:

- a) have an existing personal insurance policy with **Intact Insurance**;
- b) have reached the age of majority at their time of entry in the Contest;
- c) Download the Intact Insurance mobile application and activate their account for the first time through it during the Contest Period;
- d) are not employees, brokers, agents and representatives of the Sponsor, its affiliated companies, parent companies, advertising and promotional agencies, legal advisors, or parties engaged in the development, productions and distribution of materials related to this Contest, as well as members of their immediate family and/or persons living in the same household during the Contest Period are excluded.

2. HOW TO PARTICIPATE

No purchase required.

To enter the Contest: the Participant must download the Intact Insurance mobile application and activate for the first time its account through the app during the Contest Period.

(collectively the “**Participants**” or individually a “**Participant**”).

The odds of winning depend on the total number of Participants entered into the Contest.

Limit of one entry per person. Any excess entries will be invalid for the purposes of the Contest.

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

3. THE PRIZE(S)

During the Contest Period, there will be a total of four (4) prizes available in the form of four (4) cheques of one thousand dollars (\$1,000 CAD) for an aggregate value of Four Thousand Dollars (\$4,000 CAD) (hereinafter the “**prizes**” or individually the “**prize**”).

The prize(s) must be accepted as awarded. It(they) cannot be converted into cash, substituted, transferred to another person or refunded, subject to what is provided hereunder.

4. THE DRAW

Each prize will be awarded to a winning person (the “**Winner**”) based on a random electronic draw amongst all eligible entries received for the Contest.

The draw will be held on November 22, 2018, 3 p.m. EST., at Intact Insurance’s office located at 7101 Jean-Talon Street East, Montreal, Quebec H1M 3T6.

In order to be declared a Winner, the selected Participant must meet all of the criteria describe under “CLAIMING A PRIZE” and his/her entry must be verified by the Sponsor.

5. CLAIMING A PRIZE

To be declared a Winner, the Participant selected at random must:

- a) Be reachable by telephone by a representative of the Sponsor, to be informed of the prize delivery arrangements, within seven (7) business days of the draw. If the Sponsor is unable to reach the selected entrant within seven (7) days of the draw through the information provided on the form, a new random draw will take place at Sponsor’s office;
- b) Confirm that he or she meets the eligibility conditions and other requirements of these Official Rules;
- c) Correctly answer a time-limited mathematical skill-testing question administered by telephone;
- d) Sign a Declaration and Release Form, which will be forwarded by the Sponsor. The form must be returned to the Sponsor by mail to Intact Insurance “Win \$1,000 with the Intact Insurance App Contest”, 2020, boulevard Robert-Bourassa, Bureau 100, Montréal, QC, H3A 2A5 or by email to intactbrand@intact.net within three (3) business days following

receipt. The Sponsor will arrange for delivery of the prize to each Winner upon receipt of the signed Declaration and Release Form.

Failure to comply with any of the above conditions or to accept the prize will result in disqualification of the Participant. In such a case, a new draw will be conducted, in accordance with these Official Rules, until an eligible Participant has been chosen and declared a Winner. If no Participant is declared a Winner within thirty (30) days following the original draw, the Sponsor will have the right to cancel the prize.

6. GENERAL CONDITIONS

The Sponsor is not responsible for any associated costs incurred by the Winner with claiming the prize(s). The Winner is solely responsible for the reporting and payment of any and all taxes, if any, that may result in claiming a prize in this Contest. Any claim to a prize will be subject to verification by Intact Insurance, whose decision in this regard and on all matters of fact, interpretation, eligibility, procedure and fulfillment in respect to this Contest will be final and binding.

Entries in any way tampered with, forged, mutilated, incomplete, illegible, photocopied or mechanically reproduced, or submitted by or through fraudulent means, may be disqualified, in the sole discretion of the Sponsor. This includes any entry that does not comply with these Official Rules in any respect.

By participating in this Contest, each Participant agrees to release and hold the Sponsor, its affiliated companies, parent companies, officers, directors and partners, including its advertising and sales promotion agencies, as well as their employees, brokers, agents and representatives, of all liability direct or indirect, physical or material arising out of accepting or using a prize, and each Participant releases the Sponsor, its sales promotion agency and all others involved from any recourse, claims or charges that could arise against them or one of them, now or in the future, by the Participant, his/her heirs, executors or estate administrators relating to the Contest or prize(s).

The Winner agrees and consents that his/her name, age, photograph, location, voice, testimony and/or statements be used in whole or in part by the Sponsor, its advertising agencies and any other parties involved in the development, production and distribution of materials relating to the Contest, for any purpose, through any media present or future, including social media, in any jurisdiction and in any manner without compensation and without any additional approval from the Winner. No correspondence will be entered into with any person other than the Winner.

Any personally identifiable information collected during a Participant's participation in the Contest will be collected and used in accordance with Intact Insurance's Privacy Policy available at <https://www.intact.ca/privacy>

The Sponsor, its Agents, its Brokers and legal advisors are not responsible for and shall not be liable for: (1) lost, late, damaged, illegible, stolen, misdirected, misidentified, or incomplete entries, for any problems or technical or mechanical malfunction of any telephone systems, computer on-line systems, servers, access providers, computer equipment, hardware or software programs, failure of any entry to be received by the close of the Contest Period on account of technical problems or traffic congestion on the Internet or at any website, or inaccurate entry information, whether caused by equipment, programming used in this Contest, human processing or otherwise, or any combination thereof; (2) any condition caused by events beyond the control of the Sponsor that may cause this Contest to be disrupted or corrupted; (3) any injuries, losses or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in this Contest; or (4) any printing or typographical errors in any materials associated with this Contest.

Should the Sponsor be unable to award the prize(s) as described in these Official Rules, it reserves the right, at its sole discretion, to replace the prize(s) with a prize of a similar nature and equivalent value or the value of the prize(s) as stated in these Official Rules in cash.

A Winner's express or implied refusal to accept a prize releases the Sponsor from any prize-related liability toward that person.

The Sponsor reserves the right at any time to withdraw this Contest or to modify, amend, change, or supplement these Official Rules, in its sole discretion, subject to applicable law. The Sponsor also reserves the right, at its entire discretion, to cancel, terminate or suspend this Contest should any event or cause beyond their control arise, which may corrupt or affect the administration, security, impartiality or progress of the Contest, as stipulated in these Official Rules, subject to approval by the Régie des alcools, des courses et des jeux du Québec.

The Contest is governed by all applicable federal, provincial and municipal laws.

For those Participants who are residents of Quebec, any dispute with respect to the organization or conduct of a promotional contest may be submitted to the Régie des alcools, des courses et des jeux for arbitration. Any dispute regarding the awarding of a prize may be submitted to the Régie solely for the purpose of intervention in an attempt to reach a settlement.

Except where prohibited or restricted by law, Participants agree that: (1) any and all disputes, claims or causes of action arising out of or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration or alternate dispute resolution, as selected by the Sponsor, to take place in Toronto, Ontario; (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred in the participation of the Contest but in no event legal fees and expenses; and (3) under no circumstances will a Participant be entitled to obtain awards for and hereby waives all rights to claim punitive, incidental, indirect and consequential damages and any other damages (other than for direct damages limited to actual out-of-pocket reasonable costs), and any and all rights to have damages multiplied or otherwise increased.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the decisions of the Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the province in which the Participant resides, without regard for conflict of laws doctrine.

For the identification of the Winner or for a copy of these Official Rules, send a self-addressed stamped envelope to: Intact Insurance, 2020, boulevard Robert-Bourassa, Bureau 100, Montréal, QC, H3A 2A5, Attention Sonia Combettes within one (1) year of the end of the Contest Period.