

Contest
« Gift of the Year Contest »
RULES

1. The “Gift of the Year Contest” (hereinafter referred to as the “**Contest**”) is sponsored by Videotron S.E.N.C. (hereinafter jointly referred to as the “**Sponsor**”). The Contest begins at midnight on November 18, 2015 and ends at 11:59 p.m. on January 5, 2016 (hereinafter referred to as the “**Contest Duration**”). All times indicated are Eastern Standard Time (EST).

ELIGIBILITY

2. The Contest is open to Québec residents aged 18 or over, excluding employees, agents and/or representatives of the Sponsor, its affiliates, its promotional and/or advertising agencies, partners and other service providers associated with the Contest as well as any person residing with, or who is a member of the immediate family of, such an employee, agent and/or representative. For the purpose hereof, “**immediate family**” refers to the father, mother, brother, sister, child, husband, wife or common-law spouse of such an employee, agent and/or representative.

HOW TO ENTER

3. To enter the Contest, you must:

3.1 Order one (1) or more movies at regular price (5.99\$CA in SD, 6.99\$CA in HD or 11.99\$ CA in Ultra HD) in the “movies” section on illico channel 900, on illico.tv, on the illico app for phone or android tablet between 12:01 a.m. on November 18, 2015 and 11:59 p.m. EDT on January 5, 2016.

3.2 To be declared a winner of the Contest, each entrant selected under the draw must have correctly answered the Mathematical Question (each of these being hereinafter collectively or individually “**Winner**”, subject to the other provisions of this Regulation). Participants must respect the following limits; otherwise the Sponsor reserves the right to disqualify one or more of their entries: a) limit of one entry per person, per civic address, per email address and per telephone number, per day b) only one email address is allowed, in the case where a person has more than one.

3.3 No purchase necessary.

3.4 Any person can also participate in the Contest as follows: The person must send a 100-word letter, in which they explain why he/she deserves one of the Prize, and submit his/her contact details (name, address, phone number, email address) to the following address:

Gift of the Year Contest

Video on demand

612, St-Jacques (16th Floor)

Montréal (Québec)

DRAW

4. Entries will be drawn at random at the Sponsor's offices at 612, rue Saint-Jacques in Montréal, Québec, among all the entries that qualify and are received in accordance with these contest rules. The draws will take place on the following dates and times:
 - At 10 a.m. on January 19, 2015.
5. Limit of one prize per person per civic address per participant for the duration of the Contest.
6. The odds that an entry is selected at random depend on the number of entries received in accordance with paragraph 4, above.

PRIZES

7. The winner will receive the value of his actual monthly services for one (1 year) for a maximum value of \$3 000 CA all taxes included (hereinafter referred to as the the « **Prize** »). The maximum value of the Prize offered in the Contest is \$2609.26 CA without taxes (\$ 3000.00 CA taxes included).

The Prize includes :

Your actual monthly service package for twelve (12) months as a discount on your bill.

The discount only applies to monthly recurring costs related to the package can not be used to purchase equipment , video on demand , changes in the package or any other service or transaction giving rise to additional costs.

The maximum amount of credit that can be granted on the period of 12 months is \$2609.26 CA without taxes (\$ 3000.00 CA taxes included).

The difference is not redeemable for cash , non-exchangeable and non-transferable

8. The following conditions apply to the Prizes:
 - a. All fees or costs other than those listed above shall be borne by the winner; and
 - b. If all or any portion of the Prize is not used, no compensation will be given; and
 - c. The Prize is non-transferable, non-refundable, non-exchangeable and non-redeemable for cash; and
 - d. The Sponsor will inform each of the Winners by email and/or telephone as to how to receive and claim their Prize; and
 - e. If it is impossible to deliver the Prize to the winner (for any reason whatsoever), said Prize must be claimed by the Winner at the Sponsor's offices within two (2) days, at the latest, after the delivery period described herein, failing which the prize will become null and void; and

- f. If the Prize includes a warranty, the Winner must acknowledge that the sole and unique warranty that applies is that of the manufacturer and/or retailer and/or maker of the Prize, if any.

PRIZE CLAIM

- 10. To be declared a Winner, the participant whose entry is selected in the Prize draw must:
 - a. Meet the entry and eligibility criteria herein. Failure to meet one or more of these criteria will lead to automatic disqualification, and another draw will take place to determine a new Winner; and
 - b. Be reachable by the Sponsor within fifteen (15) days after the draw. It is each person's responsibility to provide a valid telephone number where they can be reached from 9 a.m. to 5 p.m. Should the Sponsor be unable to contact an entrant regarding one or more of the draws for any reason whatsoever within the fifteen (15) days following the draw, the Sponsor will proceed with as many new draws as necessary from the entries received in order to award the Prize; and
 - c. Accept the conditions relating to the Prize for which he or she was selected, and complete and sign a declaration and liability waiver (the "**Form**") as sent by the Sponsor and return it, duly completed and signed, within two (2) days after its reception. If the signed Form is not received within this time period, the selected entrant will not be declared a Winner and will not be awarded his/her Prize; and
 - d. In the event that a person selected at random refuses to accept a Prize according to the terms herein, the Sponsor is released from any obligation toward this person with respect to the Prize.
 - e. In the event a minor wins a Prize or is a guest, the tutor or the person having parental authority will have to sign the Declaration Form and accept, as applicable, the Prize for and on behalf of the minor.

GENERAL CONDITIONS

- 11. Any Winner selected releases the Sponsor and its affiliated companies, their advertising or promotional agencies and, respectively, their shareholders, directors, representatives, employees and agents, as well as any other service providers involved in the Contest, from any damages they may suffer arising from the acceptance or use of the Prize or relating to the Prize and the Contest. To be declared a winner and before obtaining their Prize, any person selected agrees to complete and sign a Declaration Form to this effect, otherwise they cannot be awarded the Prize.
- 12. By entering or attempting to enter this Contest, a person automatically releases the Sponsor, its affiliated companies, its advertising and promotional agencies, employees, agents and representatives from any damages they may suffer arising from their entry or attempt to enter the Contest.
- 13. Any Prize must be accepted as awarded and cannot be transferred, substituted with another prize, or exchanged, in whole or in part, for cash. If ever, for reasons beyond its control and not associated with the Winner, the Sponsor cannot award the Prize as described herein, the Sponsor reserves the right to award a Prize (or a portion of the Prize) of the same kind and equivalent value or, at its sole discretion, the cash value of the Prize (or a portion of the Prize) indicated herein.

14. The Sponsor assumes no liability of any kind in case its inability to act results from a circumstance or situation that is beyond its control, or from strikes, lockouts or other labour disputes in its establishment or in the establishments of organizations and companies whose services are contracted for the Contest.
15. By entering the Contest, the Winner authorizes the Sponsor and/or their partners and their representatives to use, if required, his/her name, photograph, city, voice, likeness and statements regarding his/her Prize without compensation for advertising purposes or any other purpose deemed relevant, at their discretion and without limit as for the period of use, in any media and on a worldwide scale. Furthermore, the Winner consents to the publication of their first name and city of residence on the Contest website without compensation.
16. The Sponsor assumes no liability for incomplete or incomprehensible contact information.
17. Any registration attempt using a computer, electronic means or any other means contrary to the spirit of the Contest (e.g. hacking, mass emailing, etc.) shall automatically be disqualified and may be referred to the appropriate legal authorities.
18. The Sponsor assumes no liability for any problem including, but not limited to: a technical malfunction of the telephone network or lines, online computer systems, servers or providers, computer equipment, software or any other problem resulting directly or indirectly from a virus, computer worm, bug or failure while sending emails to the Sponsor for any reason, including, but not limited to, traffic on the Internet network or a website, or a combination of the two. The Sponsor and other agents and/or representatives cannot be held liable for any damage to participants' computer hardware following their entry in the Contest.
19. Upon obtaining the approval of the Régie des Alcools, des Courses et des Jeux du Québec, if required, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest, in whole or in part, in case an event, technical error or human intervention corrupts or disrupts the administration, security, impartiality or normal course of this Contest as provided herein. In all cases, the Sponsor, advertising and promotional agencies, providers of services or prizes relating to this Contest, as well as their employees, agents and representatives, cannot be required to award more prizes than those stated herein or to award prizes other than provided herein. Furthermore, the Sponsor is not liable for technical errors or difficulties resulting from server, hardware or software malfunctions, transmission problems, or loss, alteration or modification of data sent by participants.
20. All decisions of the Sponsor or those of their representatives regarding the Contest are final and binding, subject to any decision by the Régie des Alcools, des Courses et des Jeux Du Québec in relation to matters under its jurisdiction.
21. Any litigation as to the organization or conduct of a publicity contest may be submitted to the Régie des Alcools, des Courses et des Jeux for a ruling. Any litigation associated with the awarding of a prize may be submitted to the Régie des Alcools, des Courses et des Jeux only for the purpose of helping the parties reach a settlement.
22. The names of the Contest winners will be available on the following dates and times at the Sponsor's offices two (2) days after the draw, at the latest, and for a minimum of ten (10) days.

23. Contest rules are available throughout the Contest Duration at the Sponsor's offices at 612, rue Saint-Jacques in Montréal, Québec, and on the Sponsor Website.
24. Any intellectual property and promotional material, Web pages and source codes are the property of the Sponsor or its affiliates. All rights reserved. Reproduction or unauthorized use of material protected by copyright or trademark without the express written consent of its owner is strictly prohibited.

PROTECTION OF PERSONAL INFORMATION

25. For the purposes of this Contest, the Sponsor is requesting the personal information of participants solely for the purposes of determining the Winner. Personal Information will only be kept for the period necessary or useful to the Contest's determined purposes or as required by law. Note that the Sponsor will in no case sell information, personal or otherwise, to anyone whomsoever, no more than it will deliver such information to organizations, including our affiliated companies. Information provided voluntarily may be conveyed to our partners organizing this Contest.