

## MASTERCARD MEMORIAL CUP - UPGRADE YOUR SEATS CONTEST RULES (the "Contest")

**THIS CONTEST IS ONLY OPEN TO CANADIAN RESIDENTS (EXCLUDING QUEBEC) AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ONTARIO.**

NO PURCHASE NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (THE "**CONTEST RULES**").

### CONTEST PERIOD

- 1) The Contest begins on Friday, May 17, 2013 at 12:00 a.m. Eastern Time ("**ET**") and ends on Thursday, May 23, 2013 at 9:00 a.m. ET (the "**Contest Period**").

### ELIGIBILITY

- 2) The Contest is open to all residents of Canada (excluding Quebec) who have reached the age of majority in their province or territory of residence at the time of entry, except employees (and those with whom such employees are domiciled) of Bank of Montreal (the "**Sponsor**"), its affiliated companies or agents, advertising and promotion agencies and the Contest judges.

### HOW TO ENTER

- 3) NO PURCHASE NECESSARY. To participate in this Contest you must:
  - a. Have a valid Twitter account (an "**Account**"). If you do not have an Account, visit [www.twitter.com](http://www.twitter.com) and register in accordance with the enrollment instructions for a free Twitter account.
  - b. Become a follower (a "**Follower**") of the official @BMOCHL channel (the "**Channel**").
  - c. During the Contest Period, send a Tweet to the Channel using your Account, which contains all of the following elements (together, an "**Entry**"):
    - (i) attaches a photo of you in front of the main BMO branch in Saskatoon (101 Second Ave. North PO Box 290, Saskatoon, Saskatchewan), which features a large window cling depicting messaging about playing on home ice (the "**Contest Photo**") and which complies with the Photo Entry Specifications (as defined below); and
    - (ii) includes the following hashtag: #BMOHomeIce (the "**Hashtag**").
  - d. Comply with Twitter Terms of Service and Twitter Rules available at [www.twitter.com](http://www.twitter.com).
  - e. Conform to Twitter's (140) character limitation, including the Hashtag.
- 4) Your Contest Photo must comply with the following specifications (the "**Photo Entry Specifications**"):
  - a. be your original creation, and be a photograph taken solely by you. Reproducing, modifying, enhancing or altering a third party's pre-existing work does not qualify as your original creation;
  - b. not violate the rights of any third party, including, but not limited to copyright. For example, your Contest Photo must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights. For

- greater certainty, your Contest Photo must not contain trademarks, logos, or trade dress owned by anyone other than the Sponsor, or advertise or promote any brand or product of any kind, without express, written, prior permission of the trademark or brand owner;
- c. not have been published previously, used commercially, submitted to another competition or contest, or won any other award;
  - d. be in “good taste” and in keeping with the Sponsor’s brand image and must not be explicit, offensive, obscene, or profane, and must not be derogatory toward any ethnicity, race, gender, sexual orientation, religion, profession, or age group, or promote any activities that may be unsafe or dangerous, as determined by the Sponsor, in its sole and absolute discretion;
  - e. not contain any commercial content that promotes any product or service;
  - f. not defame, misrepresent or contain disparaging remarks about Sponsor or its products;
  - g. not be false, inaccurate or misleading;
  - h. not violate any law or regulation;
  - i. not be libelous, threatening or harassing;
  - j. not instigate others to commit illegal activities or violate human rights; and
  - k. not contain any viruses, worms, or other interfering computer programming.
- 5) You will receive one (1) Entry in the Contest when you Tweet your Contest Photo as described in Section 3 and 4, above and in accordance with these Rules. **LIMIT (1) ENTRY PER PERSON/ACCOUNT DURING THE CONTEST PERIOD** (regardless of how many times you submit a Tweet). For greater certainty and the avoidance of any doubt, you can only use one (1) Account to participate in the Contest. If it is discovered that you attempted to enter more than once during the Contest Period, then all your Entries will be void. Use of any automated system to submit Entries is prohibited and will result in disqualification.

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY (INCLUDING YOUR USERNAME AND PROFILE PICTURE) MAY BE POSTED ON TWITTER, FACEBOOK AND/OR SPONSOR’S PROPRIETARY WEBSITE, WHERE IT MAY BE VIEWED, SHARED (BY USERS OF TWITTER AND VARIOUS OTHER INTERNET-BASED SITES) AND COMMENTED ON BY THE SPONSOR AND THE GENERAL PUBLIC.

## **DRAW AND WINNER SELECTION**

- 6) On Thursday, May 23, in Mississauga, Ontario, at approximately 10:00 a.m. ET, one (1) eligible entrant will be selected by random draw from all eligible entries received during the Contest Period. The odds of winning depend on the number of eligible entries received.
- 7) Before being declared a winner: The selected entrant will be contacted by private message on Twitter and notified that they are eligible to win. The selected entrant must reply by private message within one (1) business day of notification and provide the Sponsor with a contact phone number. The selected entrant must first correctly answer a time-limited mathematical skill-testing question to be administered by telephone. The Sponsor will then email, and the selected entrant will be required to sign and return within one (1) business day of notification a declaration of eligibility and a liability/publicity release, which:
- a. confirms compliance with the contest rules;
  - b. releases the Sponsor, its affiliated companies and agents, advertising and promotion agencies, the contest judges and each of their respective officers, directors, agents, representatives, successors and assigns from any liability in connection with the Contest, the entrant’s participation therein and/or the awarding and use or misuse of the prize or any portion thereof; and
  - c. grants to the Sponsor the right to use the selected entrant’s name, address and likeness in any form of advertising relating to the contest without further notice or compensation.

If a selected entrant: (i) cannot be contacted by private message within one (1) calendar days of selection or there is a return of any prior notification as undeliverable; (ii) fails to correctly answer the skill-testing question; or (iii) fails to return the contest documents within the specified time, the he/she will be disqualified and will forfeit the prize, and the Sponsor reserves the right to select an alternate entrant from among the remaining eligible entries.

## PRIZES

- 8) **Grand Prize:** There will be one (1) grand prize available to be won, consisting of two (2) Lower Bowl Tickets to the MasterCard Memorial Cup Championship Game on Sunday, May 26, 2013 at 5:00 p.m. Central Standard Time (CST) (approximate retail value \$350 (CDN)) ("**Grand Prize**").

**NOTE:** The Grand Prize does not include, and the Sponsor will not pay for, transportation to and/or from the MasterCard Memorial Cup. Finalists must arrange for their own transportation, accommodation, and spending money.

Prizes must be accepted as awarded and are not transferable or convertible to cash. No substitutions except at Sponsor's option. Sponsor reserves the right to substitute a prize or a prize component with one of equal or greater value, including without limitation, but solely in the Sponsor's discretion, a cash award. Prizes will only be awarded to the person who is the owner of the Account.

## GENERAL

- 9) By entering the Contest, each entrant agrees to abide by these Contest Rules. This Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited by law. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.
- 10) Sponsor reserves the right to cancel, suspend, withdraw or amend this Contest in any way, without prior notice or obligation, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 11) You must warrant that your Contest Photo meets the Photo Entry Specifications, set out above. Sponsor reserves the right to deem ineligible and exclude from the Contest any Contest Photo that Sponsor, in its sole and absolute discretion, determines does not meet the Photo Entry Specifications. Your right to submit a Contest Photo must not be restricted in any way. You must be able to provide legal releases for use of your Contest Photo by Sponsor in any format, and materials related to the Contest, including in relation to any third party's name, likenesses or work ("**Third Party Elements**") included in your Contest Photo.
- 12) Sponsor's right to use your Contest Photo: You acknowledge that your Contest Photo will immediately appear in your Twitter feed after it is posted and may appear in other electronic and print materials related to the Contest, including promotional materials. By posting a Contest Photo using the designated Hashtag and Channel name, you irrevocably, perpetually, and without limitation, grant Sponsor the right to use, publish, adapt, sub-license, edit, dispose of, and/or modify such Contest Photo and the concepts and Third Party Elements embodied therein in any way, in commerce, and in any and all media worldwide in electronic and print materials related to the Contest, and waive all your rights, including moral rights, in the Contest Photo, without notice or compensation, and agree that you may be required to sign a release to that effect.
- 13) All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to

the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

- 14) By entering the Contest and submitting a Tweet, each entrant: (i) without limiting the Twitter Terms of Service grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Tweet, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Tweet in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Released Parties") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Tweet. For greater certainty and the avoidance of any doubt, the Sponsor reserves the right, in its sole and absolute discretion and at any time, to modify, edit or disqualify any Tweet if a complaint is received with respect to the Tweet, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Tweet (and corresponding Entry) and/or the associated entrant. If the Sponsor determines, in its sole and absolute discretion, that any Tweet does not comply with these Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Tweet (and corresponding Entry) and/or the associated entrant.
- 15) Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple Twitter accounts, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these rules will be judged void. All Entries become the property of Sponsor upon receipt and none will be returned. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.
- 16) Without limitation, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any failure of the website during the Contest; for an technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any Entry to be received by the Sponsor, its advertising and promotion agencies or the Contest judges for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any combination of the above. Further, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.
- 17) In the event of a dispute, Entries will be deemed to have submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected Entry. The sole determinant of the time for the purposes of a valid online Entry in this Contest will be the

Contest server machine(s).

- 18) By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's Privacy Policy (available at: <https://www.bmo.com/home/about/banking/privacy-security/our-privacy-code>) unless the entrant otherwise agrees to receive further communications from Sponsor. Your use of Twitter is subject to the Twitter Privacy Policy (available at: <https://twitter.com/privacy>).
- 19) Contest is in no way sponsored, endorsed, or administered by, or in association with, Twitter. Any questions or comments regarding the Contest should be directed to the Sponsor, not Twitter.