

# Family Experience Giveaway (Referral Contest)

## Rules and Regulations

1. Contest Period. Contest period (the "Contest Period") begins at 12:00 am. (Eastern Standard Time) ("EST") on May 20, 2020 and continues until 11:59 pm EST on March 31, 2021 (the "Contest Closing Date"). The Contest is comprised of an entrant ('**Referrer**'), and the entrants' referred person ('**Referee**') together, an '**Entry**'. This contest is sponsored by Knowledge First Financial Inc. ("the Sponsor").
2. Eligibility. No purchase necessary. The Contest is open to legal residents of Canada whom are over the age of majority in their province or territory of residence as of the date of contest entry, excluding employees or dealing representatives, and those with whom they are domiciled, of the Knowledge First Foundation, Heritage Educational Foundation, the Sponsor, their associated partners and the judging organization.

Each Entry must include both a Referrer and Referee, their personal contact information and information about their respective youngest child. A Referee must be a bonafide friend or family member with whom the Referrer has a personal or family relationship with (excluding a spouse, partner or other individual residing with the Referrer). The Sponsor will be contacting the referred friend or family member about RESPs and will include the original entrant's name as the person who made the referral).

Both the Referrer and Referee must each be a parent [or expectant parent] or legal guardian of a child who is 15 years old or younger from the Contest Closing Date (an Entry is not eligible if either the Referrer or Referee's youngest child is turning 16 years old before April 1, 2021 or if both children listed on a single Entry are either the same child, or reside in the same household).

**\*\*IMPORTANT NOTE:** By submitting the Referee's contact information, you (the 'Referrer'), acknowledge and agree that you have obtained the consent of the Referee whose personal information (the "Information") you are providing to the Sponsor. You may only refer a friend or family member from whom you have received permission to provide his/her Information, including email address to the Sponsor. You may only refer a friend with whom you have direct voluntary two-way communications, and with whom is reasonable to conclude you have a personal relationship with them. You may only refer a family member to whom you are related to (such as through marriage, common-law partnership, or parent-to-child relationships), and with whom you have direct voluntary two-way communications. The Referee's email address will not be added to any direct marketing list or used in any direct marketing programs without proper consent. Your friend or family member may withdraw his/her consent as described under the Privacy section of these Contest Rules and Regulations.

More than one Entry can be submitted by the Referrer during the Contest Period; however, each submission must contain a unique Referee that has not already been submitted to the Sponsor. Entries will be disqualified if the same Referee, or their spouse, partner or other individual residing with the Referee is submitted by the Referrer more than one time during the Contest Period. The Sponsor reserves the right to disqualify Entries containing a Referee received already through Method A or B during the Contest Period.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. 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 the Entry of an entrant should such an entrant at any stage supply any untruthful, incomplete, inaccurate or misleading personal details and/or information.

3. How to Participate. There are two ways to participate.

**Method A:** Complete an official Entry form available on select websites of the Sponsor, affiliate sponsored websites or through official paper ballots distributed by representatives of the Sponsor. Each Entry should be legibly printed or completed and contain both the Referrer's and Referee's information as defined on the official Entry form (including child name, child's date of birth [or expectant date], and contact information such as full name, email address, city, postal code and daytime telephone number with area code).

**Method B:** On a plain piece of paper printed legibly with your full name, email address, city, province, postal code, daytime telephone number with area code, eligible child name and child's date of birth [or expectant date] as well as the Referee's full name, email address, city, postal code, daytime telephone number with area code, child name and child's date of birth [or expectant date]. Entries must be mailed separately per Referee, bearing sufficient postage. Mail to: Knowledge First Financial, 1000-50 Burnhamthorpe Road West, Mississauga, ON L5B 4A5, Attn: "Family Experience Giveaway". To qualify as an Entry into the contest, the mailed submission meeting all the aforementioned criteria must be post-marked no later than the Contest Closing Date.

4. Grand Prizes. There are two (2) Grand prizes available to be won (collectively 'Prizes').
- The Referrer wins a Grand Prize,
  - The Referee [named in the Referrer's same Entry] wins a Grand Prize.

Each Grand Prize is valued at \$5,000 CAD and will be paid out by the Sponsor, at their sole discretion, in whole or any combination of, merchant gift cards or cash and can be used at the discretion of each Grand Prize Winner (collectively the 'Winners').

Both the Referrer and Referee must meet the eligibility requirements and the verification requirements described throughout the whole of these Contest Rules and Regulations. If any one of the Referrer or the Referee fails to meet these requirements, both the Referrer and Referee will be disqualified, and neither will be declared a winner of a Grand Prize.

5. Grand Prize Awarding. One (1) Entry will be randomly selected from all eligible Entries received during the Contest Period by a judging organization, whose decisions are final, by 5:00 pm (EST) on April 12, 2021 at the Sponsor's address 50 Burnhamthorpe Rd W, Suite 1000, Mississauga, ON or the Sponsor's fulfillment partner's registered business address. Prizes must be accepted as awarded, no substitutions or transferability permitted.

In the event of a dispute regarding who submitted an online entry, the Entry will be deemed submitted by the authorized account holder of the e-mail address contained in the Entry (proof of identity for the authorized email account holder may be requested.)

The Prizes will be awarded only on verification by the Sponsor that all Contest requirements have been met by the potential winner(s). To be declared a Winner, the selected Referrer and Referee must answer, without help, a time limited, skill-testing question and will be required to complete, sign and return a Declaration and Release Form within seven (7) days of receipt. By completing, signing and returning the Declaration and Release Form, the potential winner(s) (i) confirms compliance with these Contest Rules and Regulations, (ii) releases and forever discharges the Sponsor, its affiliates and subsidiaries from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of the Grand Prize, and (iii) gives permission to the Sponsor and at its option, to publish or otherwise use the winning Referrer and Referee's name, city of residence, photograph or other likeness, and comments, without compensation, on their website as well as in any publicity or promotion carried out by the Sponsor, associated partners or its advertising agencies (including the internet and social media channels). The Sponsor or its fulfillment partner will make three (3) attempts to contact the potential winner(s) by telephone within 10 business days. If the potential winning Referrer and Referee cannot be reached, or does not complete the skill testing question correctly, declines the Grand Prize, or fails to return a Declaration and Release Form as specified above, both the

selected Referrer and Referee will be disqualified and shall not be entitled to receive any Grand Prize. The Sponsor or fulfillment partner will make up to a maximum of two (2) attempts to award the Prizes to another randomly selected Entry, if unsuccessful, the Prizes are forfeited, and no new Entry will be selected. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify or communicate with the potential winner(s).

6. Prize Disclaimer. By participating in the Contest, each Referrer and Referee agrees to release and hold harmless the Sponsor and its employees, officers, directors, shareholders, agents, its parent company, affiliates, subsidiaries, contest partners, advertising, promotion, and fulfillment agencies, from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession, or use of any Prizes, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
7. Disqualification. The Sponsor (and any contest partner) will not accept or be responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, inability to access any online service or website, inability to submit the online Entry, or any other error or malfunction, or any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest, or for late, lost, stolen, delayed, mechanically reproduced, faxed, telephoned, altered, damaged, destroyed, incomplete, inaccurate, illegible, irregular, postage-due, misidentified, misdirected Entries or other error of any kind whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of this Contest or the hosting website(s), as determined by the Sponsor, in its sole discretion, will be disqualified. All Entries that have been submitted through illicit means or do not conform to or satisfy any condition of the Contest Rules and Regulations, may be disqualified. If disqualified for any of the above abuses, the Sponsor reserves the right to terminate the entrant's eligibility to participate in this and any future Contest. In the event any portion of a Contest is compromised at any time by a computer virus, bug, non-authorized human intervention or other causes beyond the control of the Sponsor which in the opinion of the Sponsor corrupts or impairs the administration, security, fairness or proper entry into the contest, the Sponsor reserves the right, in its sole discretion, to suspend or terminate the Contest and to award the Prizes to individuals selected from the pool of entrants received up to the point of termination. If a selected Entry is awarded the Grand Prize due to a system error, malfunction or defect the Grand Prize will be returned to the Grand Prize pool, to be re-awarded. In no event will more Prizes be awarded than those listed in the Contest Rules and Regulations.
8. Tax Information. Liability for any applicable taxes imposed by any government, if any, on any Grand Prize won is the sole responsibility of the winner of such Grand Prize.
9. Privacy. The Sponsor is collecting personal data about the Referrer and Referee for the purpose of administering this Contest. Personal data is protected by the Sponsor's privacy policy. Referrer and Referee agree that information they provide may also be used by the Sponsor and their Sales Representative (Scholarship Plan Representative in Quebec) and/or associated partners to potentially receive information or contact related to the promoting of RESPs distributed by the Sponsor. Referrer or Referee can withdraw their written consent at any time by visiting the Sponsor's privacy policy at [www.knowledgefirstfinancial.ca](http://www.knowledgefirstfinancial.ca). Important note: If you withdraw your consent to be contacted by the Sponsor for the purposes of administering the Contest, the Sponsor will not be permitted to contact you if you have been selected as a potential winner and thus you will be subject to disqualification as set out herein.

10. Contest Rules. Participation in the Contest constitutes full and unconditional agreement and acceptance of these Contest Rules and Regulations, which are final on all matters relating to the Contest. By entering the Contest, Referrer and Referee agree to be bound by the decisions of the judging organization, which are final with respect to all matters relating to the Contest. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, the Sponsor reserves the right, in its sole discretion, to modify or terminate the Contest or the Contest Rules and Regulations at any time, without notice, and for any reason. All Entries become the property of the Sponsor and will not be returned, nor shared with any unassociated company and no correspondence will be made with or entered into except with the selected Referrer or Referee and the confirmed winner(s). The Contest is subject to all applicable Federal, Provincial and Municipal laws. This Contest is void where prohibited by law.
  
11. Discrepancies. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and Regulations and disclosures or other statements contained in any Contest-related materials, including but not limited to print or online advertising, the terms and conditions of the Contest Rules and Regulations shall prevail, govern and control. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules and Regulations, the English version shall prevail, govern and control.
  
12. For Residents of Quebec. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

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