

EB Games and Vice Contest

Enter for a chance to WIN \$1000

OFFICIAL RULES

1. Contest Period

The **EB Games and Vice Contest** (the "**Contest**") begins at 12:00:01 p.m. Eastern Time ("**ET**") on **December 17, 2019** and ends at 8:59:59 p.m. ET on **January 2, 2019** (the "**Contest Period**"). By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules. Entrants further agree to abide by and be bound by all decisions of Entertainment One Films Canada Inc. (with respect to the administering of the contest in Canada excluding Quebec), Seville Pictures Inc. (with respect to the administering of the contest in Quebec) and **Electronics Boutique Canada Inc.** (collectively referred to as the "**Sponsor**"), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize, including without limitation eligibility and/or disqualification of entries.

2. Eligibility

The Contest is open to legal residents of Canada who have reached the age of majority in their province or territory of residence as of the date of entry.

Excluded from eligibility are the officers, directors, employees, agents and representatives of the following entities: Sponsor, and each of their respective parents, subsidiaries, affiliates, distributors, sales representatives, and advertising and promotion agencies (such entities collectively, the "**Promotion Entities**"), and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

3. How to Enter

NO PURCHASE NECESSARY. Internet access and email address required. To obtain one (1) entry, visit **WWW.EBGAMESCONTEST.CA** (the "**Contest Website**") during the Contest Period and correctly fill out the contest entry form provided. All fields are mandatory unless marked as optional. **Limit:** one (1) entry per person and per email address. Any excess entries will be deemed invalid and the entrant may be disqualified from the contest at Sponsor's sole discretion.

4. Prizes

There is one prize available to be won consisting of:

- **One Thousand** Canadian dollars (\$**1,000** CAD), in the form of a prepaid credit card or cheque as determined by the Sponsor in its sole discretion.

Prize must be accepted as awarded and may not be substituted or transferred. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Sponsor will not replace any lost or stolen Prize.

Any other costs or expenses associated with the Prize not specified herein will be the sole responsibility of the selected winner.

5. How to Win

On **December 19, 2019** in **134 Peter Street, Toronto, Ontario, Canada** at 12:00 p.m. ET, a random draw will be conducted from among all eligible entries received during the Contest Period for the purpose of selecting One (1) potential winner. Odds of being selected depend on the number of eligible entries received during the Contest Period.

6. Prize Claim Conditions

Selected entrant(s) will be notified by telephone or email at the telephone number or email address provided at the time of entry. In order to be declared a winner, selected entrant(s) must: **(i) respond to notification of selection by the later of (A) within two (2) business days of first attempt by Sponsor, or (B) December 20, 2019** (ii) correctly answer a time-limited mathematical skill-testing question to be administered by telephone at a mutually convenient time or by email; (iii) sign and return to Sponsor, within two (2) business days of it being sent by Sponsor, a written declaration and release form, releasing the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "**Release**"); and, (iv) otherwise comply with these Official Rules.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within the period of time specified in the paragraph above, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

7. Right to Void / Terminate / Suspend / Modify

Sponsor reserves the right, subject to the approval of the *Régie des alcools, des courses et des jeux* (the "**Régie**") with respect to residents of Quebec, to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion and, subject only to the approval of the Régie in Quebec, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the Prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Website, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

8. Limitation of Liability and Releases

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE PRIZE, INCLUDING THE ACCEPTANCE, RECEIPT, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, therefore such exclusions may not apply to you in all circumstances.

Without limiting the foregoing, the Promotion Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest or in connection with the Contest Website; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

9. Protection Of Personal Information and Publicity Release

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor or its partners about its products, and upcoming contests and promotions. The Contest Website may be hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. All information you provide to Entertainment One Films Inc. will be used only for the purposes for which you have consented, and as described in its Privacy Policy, available at <http://entertainmentone.com/privacy-policy>.

By accepting the Prize, the winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the

Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases the Promotion Entities from any liability with respect thereto.

10. General Conditions

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). By participating in the Contest, each entrant agrees that the Promotion Entities have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the Prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning the Prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

11. Legal Residents of Quebec Only

Any dispute regarding the organization of a promotional contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

12. Discrepancy between Rules

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules as written in English and disclosures or other statements contained in any Contest-related materials, including, but not limited to: French version of these Official Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules as written in

English shall prevail, govern and control with respect to individuals residing outside of the province of Quebec.