

# **“Canada’s Luckiest Newcomer – Chance to Win 50,000 AIR MILES®” Contest**

## **Official Contest Entry Rules**

**THIS CONTEST IS FOR LEGAL RESIDENTS OF CANADA ONLY AND WILL BE INTERPRETED AND SUBJECT TO ALL CANADIAN FEDERAL, PROVINCIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.**

**“Canada’s Luckiest Newcomer – Chance to Win 50,000 AIR MILES®” Contest (the “Contest”) is administered by 55 Rush Inc., the parent company of Canadian Newcomers Network (the “Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the Sponsor at 301-312 Adelaide Street W, Toronto, ON M5V 1R2. By participating in this Contest, each contestant agrees to be legally bound by these Official Contest Entry Rules (the “Rules”).**

### **1. CONTEST PERIOD**

**1.1. The Contest is run by the Sponsor and will take place from January 15<sup>th</sup>, 2021 at 4:01:00 p.m. ET to July 31<sup>st</sup>, 2021 at 11:59:59 p.m. ET. (“Contest Period”). Contest Sponsor reserves the right (subject only to the consent of the Régie des alcools, des courses et des jeux) to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible entries.**

### **2. ELIGIBILITY**

**2.1. The Contest is open to anyone who is or will be a legal resident of Canada on or prior to July 31<sup>st</sup>, 2021 and who:**

- i. are eighteen (18) years of age or older as of the date of entering the Contest; and**
- ii. Hold or have held at some point since January 15<sup>th</sup>, 2016 one of the following visa types: student visa, work visa, permanent residence visa, business immigrant visa, express entry visa; or**
- iii. have become a legal Canadian resident for the first time after January 15<sup>th</sup>, 2016.**
- iv. have only one active Canadian Newcomers Network account which must be created before July 31<sup>st</sup>, 2021; and**
- v. are not employees, representatives or agents of the Contest Group Entities (defined below), or anyone domiciled with such employees, representatives or agents (whether related or not); and have agreed to comply with applicable laws (including, but not limited to, laws relating to libel and obscenity), assume responsibility for their activities, and not to harass, disrupt, abuse, or invade the privacy rights of others; and**
- vi. have read and accepted, and agreed to comply with these Rules, and with the Terms and Conditions for the Canadian Newcomers Network found at <https://accounts.canadiannewcomersnetwork.com/terms>.**

For the purposes of these Rules, **“Contest Group Entities”** means the Sponsor and Canadian Newcomers Network, LoyaltyOne, Co. (dba The AIR MILES Reward Program), their respective parent, sister, affiliated and subsidiary

companies, all advertising and promotion agencies, suppliers of prizes, materials and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest.

### 3. PRIZE

**3.1. The AIR MILES® Reward Miles Prize:** There is a total of one (1) AIR MILES® Reward Miles Prize available to be won consisting of 50,000 AIR MILES Reward Miles. AIR MILES Reward Miles Prize will be posted directly into the AIR MILES Collector Account of the confirmed winner six to eight weeks after the random drawing. To ensure that the winner receives the Prize in his or her preferred balance, winner should ensure his or her balance preferences (AIR MILES Cash Account and AIR MILES Dream Account) are set as desired prior to the Prize being posted in his/her Collector Account.

The approximate retail value of AIR MILES Reward Miles prize depends on the chosen method of redemption, available Reward options at the time of redemption, and the set preference between AIR MILES Cash and AIR MILES Dream Accounts. If redeemed with AIR MILES Cash, 95 Cash Miles can be used in-store for \$10 towards purchases at participating AIR MILES Partners or 95 Cash Miles can be used online for eVouchers for \$10 worth of value at participating Reward Partners. If redeemed for flights (1200 Reward Mile minimum required for flight redemption), value depends on destination chosen, date of travel and use of multiple carriers or suppliers. For example, one return economy flight in low season departure from Toronto, Ontario to Winnipeg, Manitoba is 2000 AIR MILES Reward Miles and has an approximate value of \$525.00 (Canadian) excluding taxes. Winner must pay applicable taxes, related transportation fees, governmental levies, excess baggage and other non-ticket costs. The value of AIR MILES Reward Miles used for non-flight Reward options depends on Reward options in effect at the time of redemption. AIR MILES Reward Miles prize is subject to the terms and conditions of the AIR MILES Reward Program as amended from time to time. AIR MILES Reward Miles prize is not transferable or convertible to cash and must be accepted as awarded.

The winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with The Prize. The Prize cannot be substituted or transferred to a third party. Any additional costs not described in these Rules as part of the Prize that are incurred in collecting and using the Prize are the winner's responsibility..

### 4. METHODS OF ENTRY

**4.1. Contest Entry (“CE”):** To enter the Contest for a chance to win the AIR MILES® Reward Miles Prize, the contestant must complete either the Online Entry and Registration OR the Mail-In Entry and Registration prior to July 31<sup>st</sup>, 2021 at 11:59:59 p.m. ET.

**a. Method One - Online Entry and Registration:** To enter the Contest for a chance to win the AIR MILES® Reward Miles Prize online, the contestant must:

- i. Visit the “Contest Website” at <https://cln.canadiannewcomersnetwork.com/>; and

- ii. Login with an active Canadian Newcomers Network account (“CNN Account”) OR create a new CNN Account. To create a new CNN Account a contestant must provide a valid email, choose a password, and then provide a full name, birth date, and home postal code. To create a new Account a contestant must also agree to receive Commercial Electronic Messages (“CEM’s”) from the Canadian Newcomers Network (“CNN”) but may unsubscribe from such messages at any time by visiting <https://cln.canadiannewcomersnetwork.com/user/communication> or from within any CEM sent to the user without affecting their entry or odds of winning in the contest.

Incomplete CNN Accounts or CNN Accounts with false information will be deemed as invalid and will be disqualified. Only fully completed CNN Accounts with valid information logged in on the Sponsor's servers during the Contest Period will be accepted for entry into this Contest; and

- iii. Complete the Contest Entry Form (the “CE Form”). To Complete the CE Form Contestants must agree to the Contest Rules. Contestants may, at their option, agree to receive CEMs from the Sponsor and may unsubscribe at any time by visiting <https://cln.canadiannewcomersnetwork.com/user/communication> or from within any CEM sent to the user without affecting their entry or odds of winning the Contest. Please note, this prize requires an AIR MILES Collector Number to be entered. When you click "Enter For a Chance to Win" you will be prompted for your AIR MILES Collector Number. If you don't have a Collector Number, you can get one free by visiting [airmiles.ca](http://airmiles.ca) or by [clicking here](#). Once the CE Form is complete, the contestant must click submit. The contestant will then obtain one (1) entry into the Contest for a chance to win the AIR MILES® Reward Miles Prize and will be registered with the Contest.

Incomplete CE Forms or CE Forms with false information will be deemed as invalid and will be disqualified. Only fully completed CE Forms with valid information received by the Sponsor's servers during the Contest Period will be accepted for entry into this Contest.

**b. Method Two–Mail-In Entry and Registration:** Alternatively, if a contestant does not wish to enter online, create a CNN Account or consent to receiving CEMs from CNN, the contestant may enter by mail. To enter the Contest for a chance to win the AIR MILES® Reward Miles Prize via mail, a contestant may: print his/her first name, last name, email address, age, telephone number, complete mailing address (including postal code), signature and request to be registered and entered into the Contest on a plain white piece of paper (no larger than 8.5 by 11 inches), and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, Canadian Newcomers Network, 301-312 Adelaide Street W, Toronto, ON, M5V 1R2, Attn: Canada’s Luckiest Newcomer – Chance to Win 50,000 AIR MILES®. Upon receipt and verification of a contestant’s request in accordance with these Rules, the contestant will receive one (1) entry into the Contest. To be eligible, all mail-in requests must be postmarked during the Contest Period in a separate envelope bearing sufficient postage. The Releasees (as defined in Section 7.6) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed Mail-In Entry requests.

**4.2. Multiple Registration Not Permitted:** Contestants can only use the Contest Website (or its iframe) or the Mail-In Entry option to register for the Contest one (1) time in total. If it is discovered that a contestant has attempted to: (i) enter more than one (1) time or (ii) use (or attempt to use) multiple names, email addresses or identities to enter, or otherwise participate in, the Contest, then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from participating in the Contest and all of his/her entries may be disqualified. Use (or attempted use) of multiple identities, mail-in envelopes, email addresses and/or any automated system to register for or otherwise participate in this Contest is prohibited and is grounds for disqualification.

**One Registration Per Person:** For greater certainty, no contestant may register for the Contest more than once.

**4.3. Earning Extra Entries:** Each registered contestant will have the ability to earn a maximum of 14,000 additional entries (“Extra Entries”) in the Contest. All Extra Entries must be earned during the Contest Period. No purchase is necessary to obtain any Extra Entries.

- a. **Earning Extra Entries Method One:** To earn Extra Entries a contestant may perform specific actions (“Action”) which may include, but are not limited to: subscribing to specific social media; sharing information about the Contest on social media sites; visiting specific websites; watching specific web videos; entering a specific code; uploading specific text, images or videos (“Content”); or completing a survey. Entries will be awarded when the completed Action is received by the Sponsor’s server; Each Action completed and received by Sponsor’s servers will award a specific number of Extra Entries to the contestant completing the Action. Actions may be time limited. All times published in the advertisement of Actions will be Eastern Time. The Sponsor reserves the right to amend these Rules (subject only to the consent of the Régie des alcools, des courses et des jeux with respect to legal residents of Quebec) in order to add additional means of earning Extra Entries by posting them on the Contest Website. No purchase is necessary.
- b. **Earning Extra Entries Method Two - No Purchase Necessary:** To earn all extra entry options described in (4.3a) above, alternatively a contestant may: Print his/her first name, last name, email address, telephone number, complete mailing address (including postal code), signature, and request for extra entries on a plain white piece of paper (no larger than 8.5 by 11 inches) and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, Canadian Newcomers Network, 301-312 Adelaide Street W, Toronto, ON, M5V 1R2, Attn: Canada’s Luckiest Newcomer – Chance to Win 50,000 AIR MILES®. Upon receipt and verification of a contestant’s request in accordance with these Rules, the contestant will receive all entries available in (a) above added to their total number of entries before the AIR MILES® Reward Miles Prize draw is conducted. To be eligible, all mail-in requests must be post-marked by the end of the Contest Period in a separate envelope bearing sufficient postage. The Releasees ( as defined in Section 7.6) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed mail-in Extra Entries requests.

**5. DRAW & WINNER SELECTION PROCESS:**

- 5.1. **Random Draw:** On August 9<sup>th</sup>, 2021 at 2:00 pm ET (the “Draw Date”) in the city of Toronto, Ontario, at the offices of the Sponsor, one (1) entry will be randomly selected from all eligible entries received by Sponsor during the Contest Period. The contestant who owns the selected entry, and who is otherwise eligible to win, will be the selected contestant who is eligible to win the AIR MILES® Reward Miles Prize subject to compliance with these Rules.
- 5.2. **Odds of Winning:** The odds of winning the AIR MILES® Reward Miles Prize are dependent on the number of entries received by Sponsor during the Contest Period in accordance with these Rules.

**5.3. Contacting Selected Contestant:** Sponsor will attempt to arrange an in person meeting with the selected contestant within thirty (30) days of the Draw Date. If the Sponsor is unable to arrange an in person meeting within thirty (30) days of the Draw Date, Sponsor will make an additional minimum of two (2) attempts to contact the selected contestant by email using the information provided at the time of CNN Account registration (or on Mail-In Entry) between thirty-one (31) and thirty-five (35) days of the Draw Date. If the selected contestant cannot be contacted (i.e. does not reply to the email from the Sponsor or its representative) within forty (40) days of the Draw Date, then he/she may be disqualified (and will forfeit all rights to the AIR MILES® Reward Miles Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate selected contestant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected contestant).

**5.4. Declaration and Release Form; Skill-Testing Question:** In order to be declared the confirmed AIR MILES® Reward Miles Prize winner, the selected contestant (or, if he or she is a minor in his/her province or territory of residence, his/her parent or legal guardian) must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, correctly answer, in person, a time-limited mathematical skill testing question without assistance of any kind, whether electronic or otherwise, and sign and return within five (5) business days of notification by email, a Declaration and Release prepared by the Sponsor which, among other things:

- i. confirms compliance with these Rules;
- ii. acknowledges acceptance of the prize, as awarded;
- iii. releases the Releasees (as defined in Section 7.6) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of any prize;
- iv. and allows the Licensees (defined in Section 7.7 (a)(i.) below) to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements made regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification.

If the selected contestant:

- i. does not correctly answer the mathematical skill-testing question in the time and manner prescribed;
- ii. fails to return the properly executed Declaration and Release within the specified time;
- iii. cannot accept the prize for any reason; or
- iv. otherwise fails to comply with the Rules;

then he/she will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select by random draw from among all remaining eligible entries an alternate selected contestant as the potential winner of the AIR MILES® Reward Miles Prize (in which case the foregoing provisions of this section shall apply to such new

potential prize winner). Notwithstanding any other provision of these Rules, the Sponsor reserves the right to determine how the presentation of a prize will occur and this may be either in a media event, by mail or in person.

## 6. PRIZE DELIVERY

- 6.1. **Prize Delivery:** The Sponsor or its representatives will send the prize(s) to the confirmed Prize winner at his/her registered address. Please allow six (6) to eight (8) weeks for delivery of same.

## 7. GENERAL TERMS AND CONDITIONS

- 7.1. **Verification of Entry:** The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any contestant in this Contest, or purportedly earned, by such contestant to be considered valid for the purposes of this Contest. Contestants whose entry cannot be verified to the satisfaction of Sponsor in its sole and absolute discretion may be disqualified from the Contest and will not be eligible to win the AIR MILES® Reward Miles Prize. The sole determinant of the time for the purposes of a valid registration and/or entry in this Contest will be the Contest server machine(s) in Eastern Time.
- 7.2. **No Liability:** The Releasees (defined below in Section 7.6) will not be liable for: (i) any failure of the Contest website, Sponsor servers or other 55 Rush Inc. or Canadian Newcomers Network sponsored sites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any CNN Account for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to a contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (v) any combination of the above.
- 7.3. **Acceptance of Prize:**
- a. Prize must be accepted as awarded and are not transferable or assignable (except in Sponsor or any prize supplier's sole and absolute discretion);
  - b. The costs of everything not specifically stated as included in the prize are the sole responsibility of the winner;
  - c. If the winner does not utilize any part(s) of his/her prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place;  
**Sponsor and prize supplier reserves the right at any time to:**
    - i. Place reasonable restrictions on the availability or use of the prizes or any component thereof; and
    - ii. Substitute a prize or a component thereof for any reason with a prize or a prize component of equal or greater value.
  - d. By accepting a prize, the winner agrees to waive all recourse against the Releasees (as defined in Section 7.6) if the prize or a component thereof does not prove satisfactory, either in whole or in part.

**7.4. Number of Prizes/Winners:** By entering the Contest, each contestant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules.

**7.5. Termination of Contest:** The Sponsor reserves the right, in its sole and absolute discretion, to void any entry and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law and to the consent of the Régie des alcools, des courses et des jeux), 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, in the Sponsor's sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any contestant, entry, with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

**7.6. Release and Exclusion of Liability:** By entering or attempting to enter the Contest, each contestant and/or purported contestant agrees to release, discharge, and forever hold harmless the Contest Group Entities, and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the "Releasees") from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the contestant's participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of any prize. The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest Website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest.

**7.7. Name/Image of Winners:**

- a. By entering the Contest, each contestant:
- i. grants to the Sponsor, its affiliates, and the suppliers of prizes (collectively, Licensees"), in perpetuity, a non-exclusive, irrevocable license to publish, display, reproduce, modify, edit or otherwise use (as the Licensees may in their sole discretion deem appropriate and without right of approval by the contestant) his/her name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), globally, without any compensation or further attribution or notification;
  - ii. agrees that anything created by the Licensees which is derived from the contestant's voice, photograph, image, likeness or any statements the contestant make regarding a prize, is owned by the Sponsor, its affiliates or prize suppliers, as applicable; and
  - iii. on his/her own behalf, and on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined in Section 7.6) from and against any and all claims (whether known or unknown, in law or in equity) that he/she or any of his/her heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the entry, or use of his/her name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice.
- b. Subject to subsection (i) above, if a contestant has any questions or does not wish the Sponsor to use any or all of his/her name, photograph, image, likeness, biographical information, any statements made regarding the prize, place of residence, and/or voice for purposes other than Contest administration, please contact the Sponsor at #301-312 Adelaide Street West, Toronto, ON, M5V 1R2 or [contact@CanadianNewcomersNetwork.com](mailto:contact@CanadianNewcomersNetwork.com).

**7.8. Dispute:** In the event of a dispute regarding who submitted an entry, entries will be deemed to have been 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. A contestant may be required to provide proof that he/she is the Authorized account holder of the email address associated with the selected entry and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

- 7.9. Personal Information:** By entering this Contest, each contestant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (<https://accounts.canadiannewcomersnetwork.com/privacy>), unless the contestant otherwise specifies by giving Sponsor notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, these Rules shall prevail, govern and control.
- 7.10. List of Winners:** For a list of the prize winners, available after September 30<sup>th</sup>, 2021, the contestant must send a letter along with a self-addressed postage stamped envelope to "Canada's Luckiest Newcomer – Chance to Win 50,000 AIR MILES®" Winner's Request List, at 301 - 312 Adelaide Street West, Toronto, ON, M5V 1R2. The winners first initial, last name and city of residence will be available until September 30<sup>th</sup>, 2022.
- 7.11. Sponsor's Decisions:** This Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of contestants and entries.
- 7.12. LoyaltyOne, Co. (dba The AIR MILES Reward Program) and/or any affiliate companies, Facebook/Twitter or any Social Media Disclaimer (i.e. YouTube etc):** The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter or any Social Media nor is it sponsored, endorsed or administered by LoyaltyOne, Co. (dba The AIR MILES Reward Program) (collectively, "Third Parties"). Each contestant acknowledges that he/she provides his/her information to the Sponsor and not to any Third Parties unless contestant opts in to provide personal information to LoyaltyOne, Co. (dba The AIR MILES Reward Program) at the time of registration. The information a contestant provides to Sponsor will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy located at <https://accounts.canadiannewcomersnetwork.com/privacy>. All Third Parties are completely released of all liability by each contestant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to any Third Party.
- 7.13. 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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