# MyMoneyCoach.ca #BeingBrokeSux Contest

# **OFFICIAL RULES**

#### THIS CONTEST IS OPEN TO RESIDENTS OF CANADA (EXCLUDING QUEBEC) AND IS GOVERNED BY CANADIAN LAW

By participating in this Contest you agree to be legally bound by the terms and conditions of these official rules (the **"Rules").** 

# **1. CONTEST PERIOD:**

The MyMoneyCoach.ca <u>#BeingBrokeSux</u> Contest (the "**Contest**") starts on Friday, November 1, 2013 at 12:00:01 a.m. Pacific Daylight Time and ends on Saturday November 30, 2013 at 11:59:59 p.m. Pacific Standard Time. (the "**Contest Period**").

# 2. SPONSOR and CONTEST ADMINISTRATOR:

MyMoneyCoach.ca, a subsidiary of the Credit Counseling Society, #440 – 88 Sixth Street, New Westminster, BC, V3L 5B3.

# **3. ELIGIBILITY:**

Contest is open to legal residents of Canada (excluding Quebec) who have reached the age of majority in their province/territory of residence at the time of entry. Employees or representatives of the Credit Counselling Society or its or their subsidiaries, affiliates, prize suppliers and advertising/promotion agencies (collectively, the "**Contest Parties**") as well as anyone with whom such persons are domiciled (whether related or not) are not eligible. This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter, Instagram or Tim Hortons.

#### 4. HOW TO ENTER:

No purchase necessary. During the Contest Period, you can enter the Contest in the following two ways:

(i) By tweeting (the "**Tweet**") using your Twitter account. To be eligible, any Tweet you send must: a) include the "#BeingBrokeSux" hashtag (the "**Hashtag**"); b) comply with the Twitter Terms of Service and TwitterRules available at www.twitter.com; and c) conform to Twitter's (140) character limitation, including the Hashtag. Note that the Hashtag is not case sensitive. For your Tweet to be valid, your Tweet must not be protected at the time you send it. Tweet privacy settings may be adjusted by selecting the Settings menu in your Twitter account.; and

(ii) By uploading and tagging your photo (collectively, the "**Tag**") using your Instagram account. To be eligible, you must: a) upload one of your original photos to Instagram; b) tag your photo with the Hashtag; and c) ensure that your Tag (consisting of both your photo and tag) complies with Instagram's Terms of Use available at Instagram.com. For your Tag to be valid, the "Posts Are Private" option in your Instagram account settings must be set to "OFF".

Any Tweet or Tag that does not follow the requirements set out in these Rules (as determined by Sponsor or its designated representative in its sole and absolute discretion) will not be eligible for entry in this Contest. Your use of the Hashtag to make a qualifying Tweet or Tag during the Contest Period constitutes your consent to participate in this Contest, agreement to follow the Contest rules and abide by the decisions of the Sponsor, which are final. If you tweet or tag in the manner described above during the Contest Period and do not wish to be entered into the Contest, please advise the sponsor at contests@nomoredebts.org and you will not receive an entry.

Entries become the property of the Credit Counselling Society and may be used for informational, educational or promotional purposes, including re-posting to websites or social media channels.

To participate in this Contest, you must have a valid Twitter account and/or Instagram account. If you do not have a Twitter account, visit <u>http://www.twitter.com</u> and register in accordance with the enrolment instructions for a free Twitter account. If you do not have an Instagram account, visit instagram.com on your mobile or smart device, download the free Instagram application, and follow the instructions to create an account. Entries by phone, fax, courier, mail or email will not be accepted.

There is no limit on the number of submissions a person can make. Each submission must be an original entry and duplicates will not be accepted. Normal Internet access and device usage charges imposed by your online service will apply.

The Releasees (defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, ineligible, incomplete, misdirected, deleted, unsearchable, late or destroyed Tweets or Tags or Tweets or Tags that have been removed or by Twitter or Instagram, each as determined by Sponsor in its sole and absolute discretion. In the event of a dispute regarding who submitted a Tweet or Tag, Tweets and Tags will be deemed to have been submitted by the authorized account holder of the Twitter account or Instagram account submitted at the time of entry (as determined in accordance with the official records of Twitter or Instagram). All entries are subject to verification at any time. 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) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

The Releasees (defined below) will bear no legal liability regarding the use of any Tweet or Tag you submit and shall be held harmless by you in the event that you do not comply with these Rules. By participating in the Contest and submitting a Tweet or Tag, each entrant agrees to be legally bound by these Rules, and warrants and represents that any Tweet or Tag he/she submits: a) does not violate any law; b) will not give rise to any claims of invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and c) is not defamatory, libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behavior or conduct; personal information of individuals (other than the entrant), including, without limitation, names, telephone numbers and addresses (physical or electronic); conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

#### 6. THE PRIZE:

There are fifty (50) prizes that will be distributed. Each prize consists of a \$20 Tim Hortons gift card (the "**Prize**"). The approximate value of each Prize is \$20. Prizes must be accepted as awarded, without substitutions, except the Sponsor reserves the right to substitute the Prize with another prize which is, in Sponsor's opinion, of equal or greater value. Tim Hortons gift cards are redeemable at Tim Hortons locations in Canada and are subject to applicable terms and conditions. The Releasees (defined below) are not responsible for (and accept no liability in relation to) any aspect of the Prize.

#### 7. PRIZE DRAW AND WINNER SELECTION PROCESS:

Random draws will be made on November 7 (15 prizes), November 14 (15 prizes) and December 2 (20 prizes) from all eligible entries received in accordance with these Rules. The odds of winning depend on the number of eligible entries received in accordance with these Rules.

Selected entrants will be notified by the Sponsor or a designee via Twitter, Instagram and/or direct message and will be informed of the steps that must be taken in order to be confirmed as a winner. If a selected entrant cannot be contacted (i.e. cannot successfully be reached) within three business days of relevant draw

date, then he/she may be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible entrant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

BEFORE BEING DECLARED A PRIZE WINNER, each selected entrant will, within 5 business days of notification, be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) return a declaration and release provided by the Sponsor, which (among other things): (i) confirm compliance with these Rules: (ii) acknowledge acceptance of the Prize as awarded: (iii) release the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all liability in connection with this Contest, participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agree to the publication, reproduction and/or other use of either the selected entrant's name, Tweet, Twitter handle, Tag, Instagram username, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the Internet. If a selected entrant: (a) fails to correctly answer the skill testing question; (b) fails to return the properly executed documents within the specified time; (c) cannot or does not accept the Prize as awarded for any reason; and or (d) does not otherwise comply with these Rules; then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

# **8. GENERAL CONDITIONS**

All entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entries and/or entrants. The Sponsor may disqualify any person who violates these Rules. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. By entering the Contest, each entrant acknowledges that the Releasees assume no responsibility for and will not be liable for:

- (i) any failure of any website during the Contest Period;
- (ii) any technical malfunction or other problems relating to Twitter, Instagram or any telephone network or lines, computer online systems, servers, access providers, computer equipment or software;
- (iii) the failure of any Tweet or Tag to be completed or received 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 an entrant's or any other person's computer or other device related to or resulting from making, or attempting to Tweet or Tag;
- (v) and injury, loss, damage of any kind resulting from an entrant's acceptance, use or misuse of any prize or otherwise from such entrant's participation in the Contest; and/or
- (vi) any combination of the above.

The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, without prior notice or obligation, for any reason, including 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 Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, for any reason, including in the event of any accident, printing, administrative, or other error of any kind.

By entering this Contest, each entrant 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 (available at:

http://www.mymoneycoach.ca/privacy\_policy.html), unless the entrant otherwise agrees. If you contact the Contest Administrator to opt out of the Contest, your personal information will not be used in the manner(s) described above in connection with the Contest. 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 entrant or entry with these Rules, or as a result of any technical or other 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, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these English Rules shall prevail, govern and control.