

Rules & Regulations
Contest for Aviva Groups: Feb 2019

1. CONTEST PERIOD

This Contest is sponsored and operated solely by Aviva Canada Inc., on behalf of Traders General Insurance Company (“Trader”), (referred to herein as "**Sponsor**"). The Contest begins at 12:00 PM Eastern Standard Time ("EST") on February 15, 2019 and ends at 4:59 PM EST on April 15, 2019 (the “**Contest Period**”).

2. ELIGIBILITY

To be eligible for this Contest, an individual must:

- a) Be a resident of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador, Northwest Territories, Yukon Territories, or Nunavut (hereinafter each individually referred to as a “Province” or “Territory” or collectively referred to as the “Provinces and Territories” and be of the age of majority or older in their province or territory of residence at time of entry; and
- b) be employed by the entity/company the Sponsor has partnered with to offer group insurance.

(“**Eligible Person**”)

The contest is not open to residents of any other province or territory, including Quebec.

THE CONTEST IS VOID WHERE PROHIBITED BY LAW, RULE OR REGULATION.

Employees, officers and directors of Sponsor and its respective affiliates (defined as all of the companies affiliates with Aviva Canada Inc.), parent, subsidiaries, advertising, promotional, fulfillment and marketing agencies, and all of their immediate families (i.e. parent, child, sibling or spouse) and persons living in the same households as these individuals (whether related or not) are not eligible to participate in the Contest.

3. HOW TO ENTER

3.1 – Phone

NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest and be eligible to win the Prize (as defined below), an Eligible Person must Aviva Canada at 1 (888) 982-8482 and complete a home or auto insurance quote over the phone. A representative from Ontario Insurance Services (OIS) will answer the call.

Eligible Persons are required to acknowledge their acceptance of the Rules in order to enter the Contest.

An Eligible Person is only eligible for one entry into the Contest.

3.2 – By mail

To enter by mail, please print your first and last name, brokerage name, complete mailing address including postal code, telephone number with area code, date of birth and email address on a 3" x 5" card. Only submissions written in blue or black ink will be accepted. Mail your card in an envelope to:

c/o Campaign Marketing

Attn: Ian Foo
Aviva Canada Inc.
10 Aviva Way, Suite 100
10th Floor Markham,
Ontario L6G 1B3

Entries must be post marked no later than April 15, 2019 and received no later than April 26 2019. No responsibility or liability is assumed for lost, late, incomplete, stolen, misaddressed, misdirected, illegible or postage due entries or mail. Further, and for greater certainty, entry forms that are improperly addressed, illegible or which do not precisely conform to the prescribed requirements will be considered invalid and void.

One mail-in entry per Eligible Person is allowed. **One (1) ballot will be earned by a participant for this method of entry.**

4. PRIZING AND HOW TO WIN

4.1 PRIZING

There are total 6 gift cards that will be given away to 6 selected entrants after the contest – a gift card worth \$2500 and 5 gifts cards worth \$500 each. The winners will receive one of the following gift cards based on random draw from all eligible entries received during the Contest Period (the “Prize”):

1. A gift card for \$2500, or
2. A gift card for \$500

4.2 PRIZE DRAW

The draw for the Prize will take place on April 30, 2019 at 12 PM EST at 10 Aviva Way, suite 100, Markham, ON, L6G 0G1.

5. RELEASES AND DISCLAIMER

Aviva: [Public](#)

Contest Release

By entering the Contest, entrants agree to release, discharge and hold harmless Sponsor, Traders and their affiliates, subsidiaries, parent, agencies and their respective officers, directors, employees and agents, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Contest or any portion thereof, or the acceptance, use/misuse or possession of the Prize. By participating, entrants agree to be bound by these Rules, including all eligibility requirements, and to the decisions of Sponsor whose decisions are final and binding in all respects. Failure to comply with these Rules may result in disqualification from the Contest.

All federal, provincial and local laws and regulations apply. No responsibility or liability is assumed for any computer, telephone, cable, network, satellite, electronic or hardware or software malfunctions, failures, connections, traffic congestion, labour unrest, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information.

Prize Release

If an entrant wins a Prize and accepts the Prizes, such acceptance shall mean full satisfaction of the entitlement as an entrant and winner in the Contest and the entrant fully discharges and forever releases Sponsor, Traders and their respective divisions, subsidiaries, affiliated and related companies and associates, direct or indirect, advertising and promotional agencies, any provincial authorities and all of their respective agents, partners, employees, representatives, shareholders, officers, directors, successors and assigns (collectively, the "Releasees"), of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Releasees in connection with the Prizes.

The entrant also acknowledges, without limiting the generality of the foregoing, that the Releasees will not be responsible for any injury, accident, or any other loss, damage or expense in connection with the Prizes including, without limitation, in respect of any medical care or treatment that the Releasees, or any person authorized by any of them may administer to me in the event of injury or illness in connection with the Prizes. The entrant also acknowledges that none of the Releasees has offered any warranty or guarantee respecting the Prizes and that the entrant will direct any claims he or she may have relating to the Prizes exclusively to the supplier, manufacturer or originator, as the case may be, of the Prizes

Further, the entrant assumes all responsibility and liability for any loss, injury or damage to any persons or property, which results from the entrant's actions or omissions, whether negligent or otherwise, in connection with the Prizes.

Acceptance of the Prize shall be considered consent to Sponsor and Traders to use, without further compensation to the entrant, name, city of residence, voice, statements and any photograph, film rendering or tape recording of the entrant, by or on behalf of Sponsor or

Traders in connection with the Contest in any form of publication or display including, without limitation, newspapers and other publications, radio and television broadcasts, film releases and interactive media worldwide.

6. HOW TO CLAIM A PRIZE

Selected entrants will be contacted by email or by telephone in the case of entries received by mail. If the selected entrant cannot be contacted or does not respond after a minimum of three (3) attempts within seven (7) calendar days of the first attempt at contact, the selected entrant will forfeit the Prize and another entrant will be selected in the manner described above. When an entrant is contacted such person shall have to answer correctly, and without assistance of any kind, a mathematical skill-testing question administered by the Sponsor or Traders staff. All decisions of Sponsor or Traders are final and binding.

Before being awarded a Prize, the selected entrant will be required to sign a declaration and release form stating that he/she has read, understood and complied with these Rules, accepts the Prize as offered with terms and conditions as included by Sponsor and releases Sponsor and its affiliates, subsidiaries, agencies and the respective officers, directors, employees and agents thereof from any and all liability of any kind arising out of the selected entrant's participation in this Contest and receipt and use of the Prize as awarded. If the selected entrant does not respond in the prescribed time, fails to claim the Prize, fails to return the signed declaration and release as required or is otherwise ineligible, the Prize may be forfeited and an alternate entrant will be selected in the manner described above. Sponsor reserves the right to post or publish the winner's name, city or province of residence, photograph, likeness, voice or other statements on an Sponsor or its affiliates website for advertising and promotional purposes, where lawful, without further compensation to the winner.

7. ODDS OF WINNING

Odds of winning depend on the number of eligible entries received.

8. LIMITATION OF LIABILITY

Sponsor and Traders will not be responsible for mail, telephone, technical, network, online, electronic, computer hardware or software interruptions or failures of any kind, misdirected, stolen, incomplete, incomprehensible or delayed Internet/e-mail computer transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer relating to or resulting from participation or downloading any materials in this Contest.

Sponsor and Traders extends absolutely no representations or warranties in respect of the Prize and accepts no liability arising in respect of such Prize or in the use thereof.

If for any reason in the opinion of Sponsor, in its sole discretion, the Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Contest is corrupted or adversely affected, including without limitation by reason of infection by

computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, Sponsor reserves the right to cancel, terminate, modify or suspend the Contest, including without limitation the cancellation of any method of entry or the extension or modification of the Contest start and end dates. In such circumstances, Sponsor reserves the right to randomly select a winner from previously received valid entries.

9. TAX INFORMATION

All federal, provincial, local, and other taxes on the Prize, if any, are the sole responsibility of the winners.

10. LEGAL WARNING

Any attempt by any individual, whether or not an entrant, to damage, destroy, tamper or vandalize the Sponsor's website, or otherwise interfere with the operation of this Contest, is a violation of criminal and civil law and Sponsor reserves the right to seek damages and diligently pursue all remedies in this regard against any offending individual or entity to the fullest extent permissible by law.

11. GENERAL INFORMATION

This Contest is conducted in English (which will be given its everyday ordinary meaning) and any and all disputes will be resolved in the appropriate courts of the Province of Ontario, Canada exclusively, and subject to the laws of Ontario without regard to its conflict of laws principles.

12. LAWS

These are official Contest Rules. This Contest is subject to federal, provincial and municipal laws and regulations. These Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors.

13. TERMINATION

The Sponsor reserves the right to amend, modify, suspend or terminate all or any portion of this Contest at any time for any reason without prior notice. In such circumstances, Sponsor reserves the right to randomly select a winner from previously received valid entries.

14. SEVERABILITY

If a paragraph of the Rules is declared or judged illegal, unenforceable or invalid by a court of competent jurisdiction, that paragraph will be considered void but all other unaffected paragraphs will be applicable to the extent permitted by law.