

"TD Trip to the JUNOS 2023 Contest" Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. CONTEST PERIOD:** The TD Trip to the JUNOS 2023 Contest (the "**Contest**") entry period begins at 12:01 a.m. Eastern Time ("**ET**") on May 10th, 2022, and ends at 11:59 a.m. ET on Monday, May 16th, 2022 (the "**Entry Period**"). The sponsor of this Contest is The Toronto-Dominion Bank, 77 King Street West, TD Tower North, 9th floor, Toronto, ON M5K 1A2 ("**Sponsor**"). The contest administrator for this Contest is Diamond Integrated Marketing, 345 Adelaide St. W. #600, Toronto, ON M5V 1R5 (the "**Contest Administrator**").
- 2. ELIGIBILITY:**
 - a) The Contest is open only to residents of Canada who are of age of legal majority in the province/territory in which they reside at the time of entry.
 - b) The following individuals and their household members (whether or not related) are not eligible to enter the Contest: employees, officers, directors, shareholders, agents, representatives, successors and assigns of each of (i) Sponsor, (ii) its affiliated companies, and subsidiaries, and (iii) any and all other companies associated with the Contest including the Contest Administrator and its affiliates and subsidiaries.
 - c) Sponsor shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Sponsor and Contest Administrator reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.
- 3. HOW TO ENTER:** "**Entrant**" means the person who, during the Entry Period, fully completes and submits the Contest entry form (the "**Form**") available at tdmusic.com/JUNOS2023contest with their full name, email address, and telephone number (an "**Entry**"). Entries to the Contest are limited to one (1) Entry per Entrant and any duplicate (or more) entries will be voided and removed from the Contest. Incomplete Entries will be deemed void. Sponsor's computer shall be the official clock of the Contest with respect to Entries submitted online. Free access to the Internet is available at most public libraries. Entrants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to submit any Entry.
- 4. PRIZE DESCRIPTION:** A total of one (1) prize of a trip to the 2023 JUNO Awards as described below (the "**Prize**") is available to be awarded. The Prize has an approximate retail value of CDN \$5,600 and will consist of:
 - Two (2) admission tickets for the winner and their guest (collectively, the "**Prize Participants**") to attend the 2023 JUNO Awards to take place at the Rogers Place (the "**Venue**"), Edmonton, Alberta on March 12th, 2023 at approximately 8pm ET. Approximate retail value of each JUNOS Ticket is CDN \$250;
 - One (1) hotel room (standard double occupancy) for one (1) night post-2023 JUNO Awards near the Venue in a hotel as solely determined by Sponsor (the "**Hotel**"); Estimated retail value of CDN \$400.
 - CDN \$500 (total) in spending money (via cheque);

- CDN \$200 (total) in ground transportation money (via cheque);
- Round trip economy air transportation for the two (2) Prize Participants from the international airport within Canada closest to the winner's residence (as determined in the sole discretion of Sponsor) to Edmonton, AB, departing on March 12, 2023 and returning March 13, 2023 (the "Airfare") (estimated retail value of CDN \$4,000).

Subject to Section 5(a) of these Contest Rules, below:

The total estimated retail value of the prize is CDN \$5,600 (inclusive of Airfare). Actual retail value of the prize will depend on whether the winner resides within 300 kilometers of the Venue (in which case Airfare will not be provided, as more particularly set out in Section 5(a) of these Official Rules, below). The estimated retail value of the Airfare is based on the departure city of Halifax. If Airfare is provided but the winner's departure city is not Halifax, then any difference between the estimated retail value of the Airfare and the actual retail value of the Airfare will not be awarded.

5. PRIZE CONDITIONS:

- a) If the winner resides within 300 kilometres of the Venue, Airfare will not be awarded, and the Prize Participants will be solely responsible for all costs of transportation (and no additional compensation or substitution will be awarded for any difference in prize value).
- b) The Prize must be accepted as awarded and may not be transferred, assigned, or redeemed for cash except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the stated Prize (or portion thereof) with an alternate prize of comparable, lesser or greater value at its sole and absolute discretion, for whatever the reason.
- c) All Prize details, including Airfare, if applicable, the location of the Hotel, and the specific seat location at the Venue will be determined in the sole discretion of Sponsor. Some restrictions may apply. If the winner is entitled to Airfare, travel arrangements will be made by the Contest Administrator on a carrier of Sponsor's choice and tickets will be subject to those terms and conditions specified by the ticket issuers. In addition, if the winner is entitled to Airfare, the Prize Participants must travel together on the same itinerary and are responsible for ensuring they have all necessary travel documents (e.g., valid government issued identification) and for complying with any and all health and safety protocols. Sponsor is not responsible in the event any Prize Participant is refused boarding at any time by any airline or airport security. Any unused portion of the Prize will be forfeited. Each Prize Participant must be of age of legal majority in his/her jurisdiction of residence, unless accompanied by a parent or legal guardian. The winner is fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).
- d) Venue dates and times are determined in the sole discretion of the 2023 JUNOS Awards and may be subject to change. The terms and conditions of the tickets awarded as part of the Prize will govern in the event the 2023 JUNOS Awards are not held, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. The Prize Participants agree to comply with all applicable Venue regulations in connection with the Prize. The applicable Venue reserves the right to remove or to deny entry to the winner and/or their guest who engages in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Venue. The Released Parties (defined below) will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppages or any other natural disaster outside their control that may cause the cancellation or postponement of the 2023 JUNOS Awards. Tickets awarded as part of the Prize may not be resold or

offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture.

- e) Any and all additional costs and expenses associated with Prize acceptance and use not specified herein as being provided including but not limited to travel and health insurance, transportation costs (including checked baggage fees, excess baggage fees, transportation to and from the Venue), meals, gratuities and other expenses incurred by the Prize Participants in claiming, accepting and/or using the Prize are the sole responsibility of the winner.

6. **DRAW DATE:** There will be one (1) random draw (the “**Draw**”) for the Prize. The draw will be held in Toronto, ON at approximately 12:00 p.m ET on Monday, May 18, 2022 at 345 Adelaide Street West. Odds of winning depend on the total number of eligible Entries received.

7. **PRIZE AWARDING:**

- a) If you are a selected Entrant in the Draw, you will be provided specific instructions on what you are required to do in order to claim your Prize. The Prize will be awarded only upon verification and final approval by the Sponsor. The **Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of the Prize will be allowed, unless at the discretion of the Sponsor and/or Contest Administrator which may substitute a prize of comparable or greater value.** No correspondence will be entered into with Entrant except with the selected Entrant.
- b) Attempts will be made to contact the selected Entrant based on the information provided at the time of entry by email for a period of two (2) business days following the Draw Date. If the selected Entrant cannot be contacted within the allotted time, the Sponsor and/or Contest Administrator reserves the right to void that entry and select another eligible Entrant for the Prize. **In order to be declared an official winner, the selected Entrant must correctly answer a skill-testing mathematical question without mechanical or other assistance.** The selected Entrant will be required to complete, sign and return a Declaration and Release Form within one (1) business day of receipt. If the selected Entrant fails to complete, sign and return the Declaration and Release Form within one (1) business day and/or provides an incorrect answer to the skill-testing mathematical question, the Sponsor and/or the Contest Administrator reserves the right to void that entry and select another eligible Entrant for the Prize. Once being declared an official winner after executing the Declaration and Release Form, and correctly answering the skill-testing mathematical question, the Prize will be awarded to the winner.

8. **WAIVER OF LIABILITY/PUBLICITY RELEASE:**

- a) By participating in the Contest and submitting an Entry, each Entrant (i) agrees to be bound by these Contest Rules, including all Entry requirements, (ii) agrees that the decisions of the Sponsor are final and without appeal, (iii) remises, releases and forever discharges Sponsor and their affiliated companies and subsidiaries, any and all other companies associated with the Contest (including the Contest Administrator, prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “**Released Parties**”), from any and all actions, causes of actions, suits, debts, dues, accounts, claims, damages, liability, losses, harm, costs or expenses, including without limitation any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, arising out of, or in any way related to, directly or indirectly, the Contest, including without limitation the Entrant’s participation in the Contest, any breach of these Contest Rules, the awarding, receipt, possession, use and/or misuse of the Prize (or any portion thereof), and any travel or activity that is related to the

receipt or use of the Prize, , and agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the foregoing.

- b) By accepting the Prize, the winner authorizes Sponsor and each of their respective designees, including the Contest Administrator, to use in any related publicity, his/her name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she may make regarding the Prize for advertising and promotional purposes worldwide in perpetuity and in any form of media now or hereafter devised worldwide (including the Internet), without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law; and waives any rights that may exist in respect of materials produced pursuant to the foregoing.

9. GENERAL CONTEST TERMS AND CONDITIONS:

- c) The Released Parties are not responsible for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections including those through and/or by any website; (iii) availability or accessibility or miscommunications or failed computer, satellite, telephone, cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, (v) any error, omission, interruption, defect or delay in transmission, processing, or communication; (vi) non-delivery of any communication or Entry; (vii) misdirected, blocked, or delayed email notifications; (viii) printing, typographical or other errors appearing within these Contest Rules, in any Contest-related advertisements or other materials; (ix) any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the prize in any Contest-related materials, or the cancellation or postponement of any Concert, event or exhibition, (x) any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; or (xi) any injury or damage to the computer of any entrant or other person related to or resulting from participating in this Contest or downloading materials from or use of any website.
- d) Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives or who are in violation of these Contest Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by Sponsor and/or its respective agents. Sponsor shall have the sole right to disqualify any Entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. The Released Parties (i) make no warranty, guaranty or representation of any kind concerning the Prize, and (ii) disclaim any implied warranty. The failure of Sponsor to enforce any term of these Contest Rules shall not constitute a waiver of that provision.
- e) Sponsor and/or Contest Administrator reserve the right, in its/their sole discretion, to cancel, suspend or otherwise modify the Contest (or any portion thereof) and/or to amend these Contest Rules at any time and in any way, without prior notice, for any reason, including, but not limited to incidents

where a virus, bug, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof). In the event of cancellation, Sponsor may elect to identify a winner and award the Prize from among all non-suspect, eligible Entries received up to the time of such cancellation, in a manner that is consistent with the draw process set forth in Section 6 of these Contest Rules.

f) **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING LEGAL FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

10. APPLICABLE LAWS: This Contest is subject to all applicable federal, provincial and municipal laws. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the Entrant and Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

11. RESIDENTS IN 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 the prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

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Mini rules

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