

FREEDOM MOBILE INC.

# **SAMSUNG GALAXY S22+ SOCIAL MEDIA CONTEST**

(the "Contest")

## **OFFICIAL RULES AND REGULATIONS**

Wednesday, March 16, 2022, to Thursday, March 17, 2022

## **FOLLOW THE FREEDOM MOBILE SOCIAL MEDIA CHANNELS AND COMMENT WITH THE NAME OF A CANADIAN CITY WITH A NIGHT SCENE THAT'S WORTH CAPTURING**

**FOR A CHANCE TO WIN A**

## **Samsung Galaxy S22+ 128GB Smartphone**

(VALUED AT APPROXIMATELY \$1,656.00)

(the "Prize")

**"SAMSUNG GALAXY S22 ULTRA SOCIAL MEDIA CONTEST"** (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY (EXCLUDING QUEBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE: (i) A LEGAL RESIDENT OF CANADA (EXCLUDING QUEBEC); AND ii) OF THE AGE OF MAJORITY OR OLDER IN THEIR PROVINCE OR TERRITORY OF RESIDENCE AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

### **CONTEST RULES**

**HOW TO ENTER:** All eligible residents of Canada (excluding Quebec) who comment with the name of a Canadian city with a night scene that's worth capturing on our Facebook, Instagram or Twitter post will be entered in a draw for a chance to win One (1) Grand Prize of a:

## **Samsung Galaxy S22+ 128GB Smartphone**

(VALUED AT APPROXIMATELY \$1,656.00)

**You can submit your entry one of three ways:**

Comment with the name of a Canadian city with a night scene that's worth capturing on our Facebook post. You must have a Facebook account in order to participate in this Contest. If you do not have a Facebook account, visit <http://facebook.com> and register in accordance with the enrolment instructions for a free Facebook account.

Comment with the name of a Canadian city with a night scene that's worth capturing in the comments thread on our Twitter post. You must have a Twitter account in order to participate in this Contest. If you do not have a Twitter account, visit <http://twitter.com> and register in accordance with the enrolment instructions for a free Twitter account.

Comment with the name of a Canadian city with a night scene that's worth capturing on our Instagram post. You must have an Instagram account in order to participate in this Contest. If you do not have an Instagram account, visit <http://instagram.com> and register in accordance with the enrolment instructions for a free Instagram account.

**Privacy settings must be set to public in order to enter.**

This Contest is sponsored by Freedom Mobility Inc. ("Freedom").

**NO PURCHASE NECESSARY.**

1. **CONTEST PERIOD:** The Contest Period will begin at 9:00 a.m. Eastern Standard Time ("EST") on Wednesday, March 16, 2022, and will end at 9:00 am EST on Thursday, March 17, 2022, (the "Contest Period"), after which time the Contest will be closed, and no further entries shall be accepted. Game specific responses are only accepted within twenty-four (24) hours from initial posting (9:00 am EST – 9:00 am EST next day).
2. **ELIGIBILITY:** To enter and to be eligible to win, the entrant must be a legal resident of Canada (excluding Quebec). Proof of identification and residence must be produced on request. Employees, officers and directors of Freedom and its partners and associate companies, their advertising and promotional agencies and their respective affiliates and associates, and their respective affiliates and associates, and such individual's immediate family members and persons with whom such individuals are domiciled, are not eligible to enter or participate in this Contest. For these official rules, "immediate family" refers to the father, mother, brothers, sisters, children, husband, wife or partner of such an employee, agent and/or representative. A winner of a Freedom contest within three (3) months preceding March 16, 2022, (including persons designated by such winners to take ownership of the Prizes) and persons domiciled with such a winner are not eligible to enter.
3. **ENTRY:** Maximum one (1) entry per individual per platform.
4. **PRIZES:**
  - a) There is One (1) Prize to be awarded, as follows:

## **Samsung Galaxy S22+ 128GB Smartphone**

(VALUED AT APPROXIMATELY \$1,656.00)

- b) The approximate value of the Prize is One Thousand Six Hundred and Fifty-Six (\$1,656.00 (CDN)) Canadian Dollars. The winner is not entitled to the monetary difference between the actual Prize value and stated approximate Prize value, if any.
  - c) The odds of winning the Grand Prize will depend upon the total number of eligible entries received during the Contest Period.
  - d) The Grand Prize is not redeemable in cash and is not transferable. The Grand Prize must be accepted as awarded — no substitutions at the request of winning entrant will be made.
  - e) Freedom retains the right, in its absolute and sole discretion, to make substitutions of equivalent kind or approximate value in the event of the unavailability of the Prize or component of the Prize for any reason whatsoever.
5. **GENERAL**
  - a) The Grand Prize must be accepted as awarded – no substitutions at the request of winning entrant will be made. The Grand Prize may not be sold, transferred and is not convertible to cash. Freedom reserves the right to substitute a Grand Prize in whole or in part in the event that all or any component of a Grand Prize is unavailable.
  - b) On or about Monday, March 21, 2022, between 9 am and 5 pm, EST, One (1) random draw for the Grand Prize will take place at the offices of Freedom, in Toronto, Ontario, from among all eligible entries received during the Contest Period. The odds of winning the Grand Prize will depend upon the total number of eligible entries received during the Contest Period.
  - c) Freedom, acting reasonably, will attempt to contact the potential winner within two (2) business days of the draw by the platform entered on. In the event that a potential Prize winner cannot be contacted within five (5) business days after the draw, he or she will be disqualified, and an alternate potential winner will be drawn. Proof of identification must be provided upon request. The potential Grand Prize winner must respond to Freedom within two (2) business day of being contacted.
  - d) The person whose name is drawn as being the winner will be required to answer a skill-testing question before the Grand Prize is awarded to him/her.

- e) Before being awarded the Grand Prize, the potential Prize winner will be required to sign a full release and indemnity form (the "Release") as prepared and accepted by Freedom, acknowledging and confirming:
- (i) eligibility, understanding and compliance with these Official Rules and Regulations (the "Contest Rules");
  - (ii) his/her acceptance of the Grand Prize, as offered;
  - (iii) releasing Freedom and its parent company, subsidiaries, affiliates and/or related companies and its employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising and promotional agencies from any and all liability of any kind including potential winner's, as applicable, participation in the Contest or the acceptance, use or misuse of the Grand Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom;
  - (iv) authorization to Freedom and its parent company, subsidiaries, affiliates and/or related companies to broadcast, publish and disseminate his/her name, city of residence, photograph, likeness, sobriquet and voice, in connection with any promotion or publicity, and/or for general news, entertainment and information purposes at no additional compensation to the potential winner, beyond the awarding of or participation in the Grand Prize to the extent permitted by law.

In the event the Release is not signed and returned by potential Grand Prize winner within the time stipulated by Freedom, the potential Grand Prize winner will be deemed to have forfeited his/her Prize. Freedom reserves the right, in its sole discretion, to select another potential Grand Prize winner.

- f) By entering the Contest, the entrants and participants automatically agree to accept and abide by the Contest Rules and in accepting the Grand Prize, the winner acknowledges that Freedom and its parent company, subsidiaries, affiliates, partners, associates and/or related companies and agents may not be held liable for any loss, damages or injury of any kind (including injury resulting in death) associated with accepting or using the Grand Prize. The entrant agrees that he/she releases and holds harmless Freedom and its parent company, subsidiaries, affiliates, partners, associates and/or related companies and agents from and against any and all causes of action, suits, claims, demands, liabilities, costs and expenses by reason of or arising out of entrant's participation in this Contest and the awarding, receipt, and/or use or misuse of the Grand Prize or participating in any Grand Prize-related activities. All decisions of Freedom with respect to any aspect of the Contest, including, without limitation, the eligibility of entries, are final and binding on all entrants in all matters as they relate to the Contest.
- g) In the event that a potential winner does not comply with all the provisions as contemplated in these Contest Rules, Freedom shall have the right to disqualify the potential winner and draw an alternate potential winner. Freedom shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to selection and notification of a potential winner shall be applied, with the necessary amendments, until a qualified Grand Prize winner has been duly selected.
- h) All entries received become the property of Freedom and will not be returned. Freedom assumes no responsibility for: (i) delays due to high call volumes; (ii) incorrect, inaccurate, incomplete, garbled, lost, late, delayed, destroyed or misdirected mail, voice messages, e-mail or any computer errors or malfunctions; (iii) entries which fail to comply with these Contest Rules; (iv) any failure of Freedom's web site during the Contest Period, including any problems or technical malfunctions of any computer on-line systems, servers, computer equipment, software, ordering system (on-line or via Video on Demand or Pay Per View), failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereon; and (v) errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in the Contest or from downloading any material from the Contest web site, where applicable.

- i) All entries are subject to verification. By entering this Contest, entrants acknowledge compliance with, and agree to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of Freedom, which shall be final and binding in all respects. Freedom reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; (c) using any automated, script, macro, robotic or other program(s) to enter or otherwise participate in this Contest; (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, FREEDOM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. The Grand Prize winner must at all times behave appropriately when taking part in the Grand Prize package and observe the Contest Rules and any other rules or regulations in force at any and all locations. Freedom reserves the right to remove from the location, the Grand Prize winner who breaks such rules and/or fails to behave appropriately and to disqualify such Grand Prize winner.
- j) In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
- k) No correspondence will be entered into except with entrants requesting the Contest Rules by mail or requesting names of the Grand Prize winners (for which a self-addressed, postage paid envelope must be included).
- l) Freedom reserves the right, in its absolute and sole discretion, to modify the Contest Rules without materially affecting the terms and conditions hereof.
- m) Freedom reserves the right, in its absolute and sole discretion, to cancel, terminate, modify, amend, extend or suspend the Contest and/or select a winner among the eligible entries already submitted.
- n) All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations used in connection with the Contest are the property of their respective owners. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- o) This Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws. Each entrant understands and agrees that by entering the Contest, Freedom will collect, use and disclose her/his personal information only in relation to this Contest. Freedom's privacy policy is available at [www.freedommobile.ca](http://www.freedommobile.ca). Any questions regarding Freedom's privacy policy or the treatment of your personal information should be directed to Freedom's Privacy Officer, Suite 900, 630 — 3 Ave. S.W., Calgary, AB, T2P 4L4. No additional personal information is collected for this Contest.
- p) By entering this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules.
- q) This promotion is not sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram.