

# Contest Rules for Safety Equipment Draw

The prizes of safety equipment available to be won. No purchase necessary. Open only to B.C. residents over the age of 18. Limit of one entry per person. The odds of winning are dependent on the number of eligible entries received. Contest opens on November 22, 2019 and closes on November 29, 2019. Entry in the contest constitutes acceptance of the full contest rules.

Prize values are as follows:

- Safety prize pack (\$100)
- CL Hotshot 100 USB Rear Light, \$49
- Plasma USB White, \$7
- Ankle strap, \$4.50
- Wearable reflector, \$9
- Spot Lit Carabiner, \$8
- Zip Lit LED, \$6.25
- LED dog leash, \$18
- Pet Lit, \$5
- Light Up Umbrella, \$5
- Reflective Tape, \$13
- Knuckle Lights, \$50

## **1. How to Enter.**

**There are two ways to enter:**

- Article contest: email ICBC using the email provided to be entered.
- Twitter contest: Retweet, follow and tag a friend on Twitter to be entered.

Limit of one entry per person. Entries must be received by ICBC no later than the contest closing date of November 29, 2019 11:59 p.m. Pacific Daylight Savings/ Standard Time. Late entries will not be accepted. ICBC will have no responsibility for lost, misplaced, misdirected or mail entries, regardless of the reason or cause. ICBC will not accept and will disqualify incomplete or late entries, or mail in entries that are illegible, postage due or hand delivered. No purchase is necessary to enter this contest.

**2. Communications.** By entering into this contest, you consent that the ICBC may contact you by telephone, e-mail, in person, text messages or by any other communication method at the contact info regarding the administration of this contest or for a commercial purpose.

**3. Prizes.** All costs associated with collecting and redeeming a prize will be the sole responsibility of the winner, including taxes and fees associated with prize receipt and/or use. Only one prize per person will be awarded. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied. Prizes are non-transferable, non-convertible for cash and no substitutions will be made except at ICBC's sole discretion. ICBC reserves the right to substitute a designated prize for one of equal or greater value if that prize should become unavailable for any reason.

**4. Chances.** *The chances of winning depend on the number of entries received.*

**5. Eligibility.** *The contest is open to individuals resident in British Columbia who are at least 19 years of age, except the following groups of people who are not eligible:*

- *employees, directors and contractors of ICBC and persons acting as agents for the purposes of the Insurance (Vehicle) Act and/or the Motor Vehicle Act of ICBC (collectively, "ICBC Personnel"),*
- *spouses, common-law partners, children, parents and siblings of ICBC Personnel.*

**6. Draw.** *Selections will be made by ICBC on or about December 2, 2019 from all eligible entries received. All decisions made by ICBC with respect to eligibility or the winner are final.*

**7. Selected Entrant Notification.** *ICBC will contact the selected entrant at the contact information provided on the entry form by telephone or in any other manner determined by ICBC. If ICBC is unable to contact the selected entrant after three (3) attempts to do so over a 48 hour period from the first date of notification or attempted notification, such entrant will be disqualified and a new entrant will be randomly drawn by ICBC.*

**8. Skill Testing Question.** *To win any prize, the selected entrant must correctly answer unaided, a time-limited skill testing question, posed during a pre-arranged telephone interview or in person.*

**9. Selected Entrant Requirements.** *Before being declared a winner, selected entrant will be required to sign and return a declaration and release form:*

*(a) confirming agreement and compliance with these contest rules and acceptance of prize(s) as offered;*

*(b) agreeing to release and hold harmless ICBC and ICBC Personnel from any liability for any injury, damage, loss, cost or expense relating to the selected entrant's participation in the contest or acceptance of a prize;*

*(c) acknowledging that ICBC has the right to publish the selected entrant's name, voice, statement, image, likeness and city or region of residence in any medium, without further compensation beyond the prize awarded for any of ICBC's business purposes, as ICBC may choose in its sole discretion, in perpetuity.*

*If the selected entrant fails to sign and return the declaration and release form to ICBC, or if ICBC fails to receive the signed declaration and release form, within two weeks from ICBC's notification date, the selected entrant will be disqualified, their prize forfeited and another entrant will be chosen. Proof of sending is not proof of receipt by ICBC.*

**10. Non-Compliance with Contest Rules.** *If the selected entrant does not or cannot comply with these contest rules, then the selected entrant will be disqualified, their prize forfeited and another entrant will be chosen.*

**11. Cancellation, Suspension or Modification.** *ICBC reserves the right to cancel, suspend or modify the contest at any time for any reason without notice if fraud, technical failures or any other factor beyond ICBC's reasonable control impairs the integrity of the contest, as determined by ICBC in its sole discretion.*

**12. Laws.** *The contest is subject to all applicable federal, provincial and municipal laws and regulations.*

**13. Personal Information.** *By submitting his or her personal information on the contest entry form, entrant consents to ICBC using his or her personal information for the purpose*

of administering this contest. Personal information will not be used for any other purposes without the entrant's consent.

**14. Contest Undermining.** ICBC reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or to be acting in violation of these rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage or undermine the legitimate operation of this contest is a violation of criminal and civil law, and, should such an attempt be made, ICBC reserves the right to seek damages from such person to the fullest extent permitted by law and/or to cooperate in the prosecution of such person. ICBC's failure to enforce any term of these rules shall not constitute a waiver of that provision.

**15. Disclaimer.** ICBC Personnel are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the contest; (ii) technical failures of any kind, including, but not limited to malfunctions, slow down, interruptions, or disconnections in phone networks or lines or network hardware or software connected to or related to the contest; (iii) any problems or technical malfunction or speed or quality of any telephone network or lines, computer online systems, servers, access providers, computer equipment, or software howsoever caused; (iv) failure of any email or transmission to be received by ICBC or its agents on account of technical problems or traffic congestion on the Internet or at any website; (v) any injury or damage to a registrant or any other person or property, related to or resulting from participating in this contest; (vi) unauthorized human intervention in any part of the entry process or the contest; (vii) technical or human error which may occur in the administration of the contest or the processing of entries; (viii) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the contest or receipt or use of any prize or while travelling to or from any prize-related activity; or (ix) any injury or damage related to the failure of Canada Post in its processing or delivery of a signed declaration and release form or the prize. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the contest; provided that the contest has not been completed. In the event that it is not possible to award another entry due to discontinuance of the contest for any reason, ICBC, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the remaining prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these rules to be available and/or claimed, ICBC reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims to select potential winners.

**16. Dispute and Governing Law.** Entrant agrees that: (i) any and all disputes, claims and causes of action (collectively, "Disputes") arising out of or connected with this contest, or any prize awarded, shall not be brought after two years from the date that ICBC announces the winner(s) of the contest; (ii) if Disputes are brought within two years from the date that ICBC announces the winner(s), such Disputes shall be resolved individually, without resort to any form of class action, and exclusively by the Courts of British Columbia, Canada; (iii) any and all Disputes, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this contest but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and

*obligations of the entrant and ICBC in connection with the contest, shall be governed by, and construed in accordance with, the laws of Province of British Columbia.*