

Edmonton Oilers® MBNA Rewards Mastercard® Event with Louie DeBrusk Contest Rules

1. **CONTEST PERIOD:** The Edmonton Oilers MBNA Rewards Mastercard Event with Louie DeBrusk Contest ("**Contest**") begins at 9:00 a.m. Eastern Time ("**ET**") on February 28, 2019 and ends at 11:59:59 p.m. ET on March 31, 2019 (the "**Contest Period**"). The sponsor of this Contest is The Toronto-Dominion Bank operating a division as MBNA® ("**MBNA**" or "**Sponsor**").
2. **ELIGIBILITY:** The Contest is only open to Edmonton Oilers MBNA Rewards Mastercard primary cardholders who are legal residents of Alberta living within a 50 mile (80 km) radius of the municipal limits of the City of Edmonton and are 18 years of age or older at the time of entry. Employees, agents and representatives of the Sponsor, Mastercard International Incorporated, Oilers Entertainment Group Canada Corp., and any participating Edmonton Oilers alumni and each of their respective subsidiaries and affiliates and each of their respective advertising and promotion agencies or their subsidiaries and affiliates (collectively, the "**Contest Parties**"), are not eligible to win, nor is any person with whom any such employee, agent or representative is domiciled.
3. **HOW TO PARTICIPATE:**
"**Entrant**" means (i) in respect of the method of entries described in this Paragraph 3, the Primary Cardholder of the Edmonton Oilers MBNA Rewards Mastercard Credit Card Account (the "**Account**"); and (ii) in respect of the Alternate Means of Contest Entry described in Paragraph 4 below, the person whose name is printed on the entry.

The Entrant will receive one (1) entry into the contest after either; (i) using their Edmonton Oilers MBNA Rewards Mastercard® Credit Card account for an eligible transaction during the contest period; or (ii) applying for an Edmonton Oilers MBNA Rewards Mastercard® Credit Card account during the contest period and being approved.

The winning Account must be in good standing and not otherwise have privileges suspended at the time of entry, winners selection and/or awarding of the prizes. Only an Account that is in good standing (at time of entry, winners selection and awarding of the prizes) and issued to an identifiable end user are eligible.

Opt- out: If you do not wish to be entered into the Contest, you must indicate your preference to opt-out by contacting the Sponsor (and/or its applicable division(s)) by (I) telephone at 1-866-225-8565 (toll-free – 24-hour service) or (II) mail at Oilers MBNA Rewards Mastercard Credit Card Contest, 23 Prince Andrew Place, Toronto, Ontario, M3C 2H2. By entering this Contest, you consent to the collection, use and sharing of information about you for the purpose of administering this Contest in accordance with the privacy notice at www.mbna.ca/privacy.

4. **ALTERNATE MEANS OF CONTEST ENTRY:**

NO PURCHASE NECESSARY. To enter the Contest without making a purchase, legibly hand-print your name (as it appears on your Edmonton Oilers MBNA Rewards credit card), complete mailing address (including postal code), telephone number and age, on a plain piece of paper and mail it in a sealed postage pre-paid envelope to:

Edmonton Oilers MBNA Rewards Mastercard Event with Louie DeBrusk Contest
23 Prince Andrew Place
Toronto, Ontario
M3C 2H2

Each mail-in entry request will result in one (1) Contest entry. Entries by this method of entry are unlimited during the duration of the Contest. Each entry must be mailed in a separate envelope with sufficient postage

and postmarked during the Contest Period, and must be received on or prior to March 31, 2019. MBNA will not be responsible for late, lost, invalid, illegible, delayed incomplete, stolen, misdirected, or postage due to entries. By using this Alternate Means of Contest Entry, you are providing your permission for the Sponsor to enter you in the Contest and to communicate with you via telephone, in writing or by email.

All entries become the property of the Sponsor and will not be acknowledged or returned. Entrants may not enter by both methods of entry and attempts to do so will render all entries void.

No photocopied, computer-generated facsimiles, mechanically reproduced, or mass entries permitted. Incomplete entries are ineligible.

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.

By entering this Contest, you consent to the collection, use and sharing of information about you by MBNA for the purpose of administering this Contest in accordance with the MBNA Privacy Code at www.mbna.ca/privacy. MBNA may share your information with third parties that assist us with administering the Contest.

All entries are subject to verification. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Sponsor's official clock.

5. **PRIZE:** There is one (1) Prize (the "Prize") available to be won, consisting of a trip for two (2) people to an Event with Louie DeBrusk in Jasper, Alberta on Saturday, June 22, 2019. Trip includes roundtrip transportation for the Prize winner and one (1) guest from Edmonton to Jasper; two (2) night(s) of standard double-occupancy hotel accommodation. The approximate retail value of the Prize is \$7,000 CDN. Prize winner will not be entitled to any difference between the retail value and actual cost of the trip. The date, location and details of the actual activities including an Edmonton Oilers Alumni participation at the event are subject to change and will be finalized by the Sponsor and the Edmonton Oilers in their sole discretion.

All expenses not specifically included above are the sole responsibility of the Prize winner, including but not limited to the following costs: select meals, fees, gratuities, health or other insurance and items of personal nature (NOTE: winner will be required to present a valid major credit card in winner's name at the time of hotel check-in to cover any incidental expenses). Prize winner and guest are responsible for obtaining valid government identification, documents and/or travel documents required for the trip. The Sponsor will not replace any lost or stolen tickets, vouchers, certificates or any other prize components once they are in the winner's possession.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded, is not transferable, assignable or convertible to cash, and there can be no substitutions (except as may otherwise be specifically permitted by Sponsor in its sole and absolute discretion); (ii) Prize winner and his/her travel companion must travel on same itinerary in both directions; (iii) if the Prize winner (and/or his/her guest) does not utilize any part(s) of the Prize trip, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place; (iv) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (v) all travel arrangements relating to the Prize must be made through the Sponsor's designated agent(s); (vi) by accepting the Prize, the Prize winner agrees to waive all recourse against the Contest Parties if the Prize or a component thereof does not prove satisfactory, either

in whole or in part; and (vii) Prize winner's guest must be the age of majority in their jurisdiction of residence and must sign and return both the Sponsor's release (by the date indicated on the release forms) indicating that they waive all recourse against Contest Parties relating to their participation in the Prize (including, without limitation, any travel related thereto).

6. **DRAW DATE:** One (1) random draw for the Prizes will be held at Armstrong Partnership located at 23 Prince Andrew Place in Toronto, Ontario at 11:00 a.m. ET on April 12, 2019 (the "Draw Date"). The odds of winning will depend on the number of eligible entries received.
7. **PRIZE AWARDING:** 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 must be accepted as awarded and no substitution, transfer, conversion or assignment of Prize will be allowed, unless at the discretion of the Sponsor which may substitute a Prize of equal or greater value. All winners are solely responsible for use of any Prize and for any costs, fees, taxes and expenses associated with the Prize, including all federal and provincial taxes on the Prize.** The Prize will be awarded only upon verification and final approval of the winning entry by the Sponsor. No correspondence will be entered into with Entrants except with the selected Entrant.

Attempts will be made to contact the selected Entrant at the telephone number and/or mailing address listed on the entry, between 9:00 a.m. and 9:00 p.m. Eastern Time for a period of five (5) business days following the Draw Date. If a selected Entrant cannot be contacted within the allotted time, the Sponsor reserves the right to void the applicable 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 electronic, mechanical or other assistance.** The selected Entrant will be required to complete, sign and return a Declaration and Release Form within seven (7) days of receipt. If a selected Entrant fails to complete, sign and return the Declaration and Release Form within seven (7) days and/or provides an incorrect answer to the skill-testing mathematical question, the Sponsor reserves the right to void that Entry and select another eligible Entrant for the Prize. By completing, signing and returning the Declaration and Release Form, the selected Entrant (i) confirms compliance with these Contest Rules, (ii) releases and forever discharges the Contest Parties, and their affiliated companies, advertising and promotional agencies and employees, from all claims, demands, damages, actions and causes of action arising or to arise by reason of his/her participation in the Contest and/or his/her acceptance or use of the Prize, and (iii) gives permission to the Sponsor, at its option, to publish or otherwise use the Entrant's name, city/province of residence, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor or its advertising agencies.

8. **CONTEST GENERAL RULES:** By entering the Contest, Entrants agree to abide by these Contest Rules and the decisions of the Sponsor which are final. All Entrants release and forever discharge the Sponsor, Contest Parties, their advertising and promotional agencies, and their respective affiliated companies, and all of their respective officers, directors, employees and agents from all claims, demands, damages, actions and causes of action arising or to arise by their participation in the Contest and/or the administration of the contest, including, without limitation, the selection of winners and awarding of the Prizes. The Sponsor will not be responsible for late, lost, invalid, illegible, delayed, incomplete, stolen, or misdirected entries/prize claims. All entries/prize claims become the property of the Sponsor and will not be returned. The Sponsor shall in no way bear any liability whatsoever regarding the Prizes. In no event shall the Sponsor be liable for any special, incidental, consequential, indirect or punitive damages arising out of or in connection with this Contest and/or the Prizes, however arising, including negligence. This Contest is in no way sponsored, endorsed, administered by or associated with Facebook and/or Twitter. Each of Facebook and Twitter are completely released of all liability by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest should be directed to TD, not Facebook and/or Twitter.

9. **DISQUALIFICATION:** The Sponsor is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other error of any kind whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of this Contest, including but not limited to acting in violation of these Official Rules, attempting to participate in the Contest more than the maximum number of times allowed; to be acting with the intent to disrupt the normal operation of this Contest as determined by the Sponsor will be disqualified. The discovery of any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same in the Sponsors' sole and absolute discretion. In the event any portion of this Contest is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of the Sponsor, which, in the sole and absolute opinion of the Sponsor, corrupts, or impairs the administration, security, fairness or proper entry into the Contest, the Sponsor reserves the right, in their sole and absolute discretion to suspend or terminate this Contest. Further, the Sponsors reserve the right, in their sole discretion to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or amend the Contest Rules in any way at any time for any reason without prior notice or compensation.
10. **APPLICABLE LAWS:** This Contest is subject to all applicable federal, provincial and municipal laws in Canada. **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 the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Ontario 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.** Any litigation must be commenced in the City of Toronto, Ontario.
11. **PRIVACY:** By entering this Contest, you consent to the collection, use and sharing of information about you by MBNA for the purpose of administering this Contest in accordance with the MBNA Privacy and Personal Information Protection Notice at www.mbna.ca/privacy. MBNA may share your information with third parties that assist us with administering the Contest. MBNA may also use your information to contact you with offers on products and services that may be of interest to you. To understand how you can withdraw your consent for marketing, refer to the 'Customer Choices on How Your Personal Information Is Used' section of the Privacy Code or contact us at 1-866-845-1003.

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