

Toronto Raptors MBNA Rewards *Mastercard*® Credit Card Contest Rules

1. **CONTEST PERIOD:** The Toronto Raptors MBNA Rewards *Mastercard* Credit Card Contest ("**Contest**") begins at 9:00 a.m. Eastern Time ("**ET**") on January 16, 2017 and ends at 11:59:59 p.m. ET on July 11, 2017 (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 Raptors MBNA Rewards primary cardholders who are legal residents of Ontario and who are 19 years of age or older at the time of entry. Employees, agents and representatives of the Sponsor, Mastercard International Incorporated, 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 Raptors MBNA Rewards *Mastercard* Credit Card Account (the "**Account**") associated with the Qualifying Transaction (defined below) 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.

To enter, Entrants will receive one (1) entry into the Contest for each Qualifying Transaction performed on the Account (defined below) during the Contest Period. Entries by this method of entry are unlimited for the duration of the Contest.

"**Qualifying Transaction**" means any one (1) transaction type made by an Entrant and which is posted to the Account, by the Contest End Date. Transaction types in respect of the Account include purchase transactions, cash advances, balance transfers and access cheques. For greater certainty, fees, interest, finance charges, refunds, rebates or other similar credits and corrections/adjustments to the Account posted by the end of the Contest Period are not Qualifying Transactions.

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 1-888-876-6262 (toll-free – 24-hour service) or (II) mail at Raptors 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 Raptors 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:

Toronto Raptors MBNA Rewards *Mastercard* Credit Card 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 July 18, 2017. 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 TD Privacy Code at www.td.com/privacy. MBNA may share your information with third parties that assist TD 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. **PRIZES:** There is one (1) Prize available to be won, consisting of two (2) tickets to each Toronto Raptors home game during the 2017-18 NBA season. The approximate retail value of the Prize is \$15,000 CDN.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: All Prize details, including Game seat locations will be determined at the sole discretion of the Sponsor. Actual value of the Prize may vary. No additional compensation or substitution will be awarded for the difference in the stated approximate retail value and the actual value of the Prize.

The Game date and time may be subject to change. The terms and conditions of the tickets awarded as a Prize will govern in the event the Game is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. The Sponsors will not be responsible for the acts of God, acts of terrorism, civil disturbances, work stoppage, or any other natural disaster outside their control that may cause the cancellation or postponement of the Game. Game tickets awarded as part of any Prize may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture, and may invalidate the license granted by the game ticket(s).

All incidental costs and expenses associated with the Prize that are not specifically referred to in these Contest Rules, including (without limitation) transportation to and from the game, food, beverages, concessions are not included and are the sole responsibility of the selected Entrant.

6. **DRAW DATE:** One (1) random draw ("**Draw**") for the Prize will be held at Armstrong Partnership located at 23 Prince Andrew Place in Toronto, Ontario on July 25, 2017 at 1:00:00 p.m. ET. 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 Sponsors reserve 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 MBNA, which are final. All Entrants release and forever discharge the Contest Parties, the Toronto Raptors, Maple Leaf Sports & Entertainment Partnership ("**MLSE**"), the National Basketball Association ("**NBA**"), their advertising and promotional agencies, and their respective affiliated companies, suppliers and all of their respective officers, directors, employees and agents (the "**Released Parties**") 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 the administration of the Contest, including, without limitation, the selection and awarding of the Prizes. The Released Parties 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 MBNA, and will not be returned. The Released Parties shall in no way bear any liability whatsoever regarding any of the Prizes. In no event shall the Released Parties 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. The Sponsor, at its sole discretion, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. Entrants acknowledge and agree that MLSE's sole and exclusive role in the Contest is that of a prize supplier, that MLSE and the NBA are in no way responsible for the administration of the Contest or the selection of winners, and that all such responsibility rests with the Contest Parties.
9. **DISQUALIFICATION:** MBNA 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 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 MBNA, 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 MBNA's 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 MBNA, which, in the sole opinion and absolute opinion of MBNA, corrupts, or impairs the administration, security, fairness or

proper entry into the Contest, MBNA reserves the right, in its sole and absolute discretion, to suspend or terminate this Contest, in whole or in part, or modify, amend or suspend the Contest and/or these Rules in any way at any time for any reason, without prior notice or compensation. Any Entrant found tampering with or undermining the Contest will be disqualified.

The winner and their guests acknowledge and accept all risk of damages, injury or other loss incidental to any game for which tickets are issued, whether occurring before, during or after the game, and hereby voluntarily agree to assume the same. MLSE reserves the right to refuse admission and/or to expel from any game any person whose conduct is deemed by them to be objectionable. Expulsion from the game cancels the tickets for the offending individual(s) and the individual(s) thereupon forfeit(s) all claims with respect to the tickets. Participation in the Prize is subject to compliance with all applicable laws, by-laws, regulations and any applicable facility rules; failure to comply may result in non-admission, forfeiture of tickets, or disqualification from any further participation in the Prize.

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 <https://www.mbna.ca/privacy/index.jsp>. 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.

The Toronto-Dominion Bank is the issuer of this credit card. MBNA is a division of The Toronto-Dominion Bank.

All trade-marks are the property of their respective owners.

® MBNA and other trade-marks are the property of The Toronto-Dominion Bank