

## Indigo Customer Survey Contest

### OFFICIAL RULES

This contest is intended for the residents of Canada only and will be interpreted according to Canadian law.

#### Sponsors

1. “Indigo Customer Survey Contest” (the “**Contest**”) is sponsored and administered by Indigo Books & Music Inc. (“**Indigo**”).

#### Contest Period

2. The Contest begins at 12:00AM Eastern Time (“**ET**”) on October 1, 2020 and ends at 11:59PM ET on March 31, 2021 (the “**Contest Period**”). The Contest Period is comprised of two (2) separate contest quarters (each, a “**Contest Quarter**”). Set out in the table below are the respective Contest Quarter entry start date and end date, store visit date, entry due date and prize quantity:

| <b>Contest Quarter #</b> | <b>Start Date</b><br>(12:00AM ET on that day) | <b>End Date</b><br>(11:59PM ET on that day) | <b>Store Visit Date</b>             | <b>Entry Due Date</b><br>(11:59PM ET on that day) | <b>Prize Quantity</b> |
|--------------------------|---|---|-------------------------------------|---|-----------------------|
| Contest Quarter 1        | October 1, 2020                               | December 31, 2020                           | October 1, 2020 – December 31, 2020 | December 31, 2020                                 | One (1)               |
| Contest Quarter 2        | January 1, 2021                               | March 31, 2021                              | January 1, 2021 – March 31, 2021    | March 31, 2021                                    | One (1)               |

#### Eligibility

3. The Contest is open to legal residents of Canada, who, at the time of entry have: (i) reached the legal age of majority in their province/territory of residence; and (ii) visited an Indigo, Chapters, Indigospirit or Coles location in accordance with the date completed in his/her entry set out in Section 5.
4. Indigo, and its subsidiaries, affiliates, agents or representatives, advertising and promotion agencies, co-promotion partners, and each of their respective officers, directors and employees (collectively, the “**Promotion Entities**”), and their immediate family members and/or those living in the same household with whom they are domiciled may not enter the contest. For the purposes of these Official Rules, “immediate family member” means spouse, including common law spouse, father, mother, son, daughter, brother and sister of the entrant, regardless of where they reside.

#### How to Enter

5. **NO PURCHASE NECESSARY.** There is one (1) way to enter the Contest. To enter the Contest, visit [www.indigofeedback.com](http://www.indigofeedback.com) to participate in a survey (the “**Survey**”). Entrants must complete the Survey and confirm that he/she wishes to participate in the Contest by providing his/her email address. If the entrant meets the eligibility requirements set forth in Section 3, he/she must then enter the requested required information including: first and last name, date of store visit and valid e-mail address, and if applicable, entering the transaction number printed on the entrant’s store receipt. After submitting this information,

the entrant will receive one (1) entry into the Contest applicable to the entrant's store visit date as set out in the table above. All entries must be submitted by the respective entry due dates set out in the table above. Eligible entries are referred to as "**Entries**".

6. By submitting an Entry to the Contest, each entrant acknowledges that they have read and understood these Official Rules and agree to abide by and be bound by them.

#### **Entry Limitation and Verification**

7. Limit **one (1) Entry per person per store visit date**. If it is discovered that an entrant attempted to enter more than once per date of store visit, all entries of such entrant will be void.
8. If the identity of the entrant is disputed, the authorized account holder of the e-mail account submitted at the time of entry will be deemed to be the Entrant. The "authorized account holder" is the natural person who is assigned the e-mail account by the e-mail service provider. An Entrant may be required to provide proof that he/she is the authorized account holder of the e-mail account associated with the winning Entry.
9. Entries are subject to verification at any time and may be disqualified if they are late, misdirected, incomplete, illegible, irregular, forged, submitted through illicit or unauthorized means, not original to the Entrant, or if they contain any false statements or do not conform to or satisfy any condition of these Official Rules. The use of any device to automate the entry process is prohibited. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Indigo reserves the right in its sole discretion to disqualify any individual for any reason whatsoever, including any individual who is found to be tampering with the entry process or the operation of the Contest.
10. The sole determinant of time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

#### **Prize Description**

11. There is one (1) prize (the "**Prize**") available to be won each Contest Quarter, for a total of two (2) Prizes. Each Prize consists of a \$500 Indigo e-Gift Card.
12. Each Prize has an approximate retail value of **\$500 CAD** and is subject to the conditions and restrictions set out herein.

#### **Prize Redemption Restrictions and Conditions:**

13. A confirmed Prize winner (the "**Winner**") will be responsible for all other expenses not specified stated above as included in the Prize.
14. **Limit of one (1) Prize per person during the Contest Period**. The Prize must be accepted as awarded, without any representations, warranties or conditions whatsoever and Indigo expressly disclaims any and all such representations, warranties and conditions. The Prize is non-assignable, non-transferable, non-refundable, non-exchangeable and is not convertible to cash. Indigo reserves the right in its sole discretion to substitute the Prize for a prize of equal or greater value (based on the approximate retail value of the Prize as stated in these Official Rules), including without limitation a cash award, if the Prize cannot be awarded as described herein for any reason. All details and other restrictions of the Prize not specified in these Official Rules will be determined by Indigo in its sole discretion.

### **Winner Selection:**

15. At 4:00PM ET on each of January 8, 2021, and April 5, 2021 (the “**Draw Dates**”) at Indigo’s head office located at 620 King Street West, Suite 400, Toronto, Ontario M5V 1M6, one (1) random draw will be conducted by Indigo to select one (1) potential winner (the “**Selected Entrant**”) from all eligible Entries submitted during Contest Quarter 1, and Contest Quarter 2 respectively. Odds of winning depend on the total number of eligible Entries received during the respective Contest Quarter.
16. The Selected Entrants will be contacted by Indigo on the Draw Dates by e-mail via e-mail at the e-mail address submitted with Entry (the “**Notification**”).
17. Before being declared a Winner, a Selected Entrant must, within *two (2) business days* of the Notification:
  - a. Confirm compliance with these Official Rules;
  - b. Successfully answer, unaided, a mathematical skill-testing question (which may, in the sole and absolute discretion of Indigo, be administered online, by e-mail or other electronic means, by telephone, or in Indigo’s form of declaration and release);
  - c. Sign and return a Declaration of Eligibility and Liability/Publicity Release (“**Declaration and Release documents**”) to be provided by Indigo, which:
    - i. releases the Promotion Entities from any liability, losses, damages and expenses which may be suffered or incurred in connection with this Contest or the Prize; and
    - ii. consents to the use, without further consideration, of his/her name, city and province/territory of residence, comments and photographs or other likenesses, for publicity and promotion purposes by the Promotion Entities in any and all forms of media and waives all rights (including moral rights) with respect to printed, broadcast and other forms of publicity.
18. If a Selected Entrant: (i) does not meet the above requirements, or (ii) is unable to satisfy any of the eligibility requirements set out in these Official Rules, such Selected Entrant will be disqualified from the Contest at the sole discretion of Indigo and the Prize will be deemed forfeited by that Selected Entrant and such Selected Entrant shall have no recourse toward Indigo or any other person or entity involved in the Contest. In the event that no Winner is found eligible from the initial draw for a Contest Quarter, a repeat draw will be conducted from all remaining eligible Entries from such Contest Quarter in accordance with the process set out above. This process will be repeated until a Winner has been declared for each Prize. Notwithstanding the foregoing, each Winner must be confirmed by no later than: **5:00PM ET on each of January 30, 2021, and April 30, 2021 respectively** for each Contest Quarter, otherwise the unclaimed Prize(s) will be null and void.
19. Once a Selected Entrant is confirmed to be a Winner, he/she will be advised by Indigo where and how to redeem his/her Prize.
20. If a Winner indicates to Indigo they will not be able to collect their Prize, the Prize will be deemed forfeited by that Winner and Indigo reserves the right to award the Prize to an alternate Winner who has been selected and qualified in accordance with these Official Rules.

## **Conduct**

21. Indigo reserves the right, in its sole discretion, to disqualify any entrant it finds to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, including but not limited to, creating multiple e-mail accounts; (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) for any other similar conduct. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, Indigo reserves the right to seek remedies and damages to the fullest extent permitted by law.

## **Limitations of Liability**

22. The Promotion Entities are not responsible for lost, stolen, late, misdirected, incomplete, illegible, damaged, garbled or irregular entries, or for any entries not received or not processed for any reason, including any technical or human error.
23. The Promotion Entities are not responsible for any errors, omissions, incorrect or inaccurate information in these Official Rules, other Contest-related materials, including without limitation, printing or advertising errors, failure of or problems with any other equipment or programming associated with or used in the Contest howsoever caused.
24. The Promotion Entities are not responsible for any: failure of or problems with the Internet; problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; failure, interruption or delay of any entry or e-mail to be transmitted or received or processed, including failure resulting from technical, human or other error or theft; technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to an entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material, regarding the Contest or accepting a prize; the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; any communication not received due to an entrant's spam filter, user's system or internet connection; and late, lost misdirected, or unsuccessful efforts to notify a potential Winner.
25. The Promotion Entities are not responsible if any factor beyond their reasonable control, including weather, event cancellations, strike, lockout or any other labour dispute at their locations or the locations of any other organization or business whose services are used to fulfill this Contest, prevent any of the Prizes or any component of the Prize from being fulfilled. In any such event, the Winner(s) will not be provided with a substitute Prize or a substitute component of the Prize, as applicable, except at Indigo's sole discretion.
26. Under no circumstances will the Promotion Entities be required to award more Prizes than what is indicated in these Official Rules, or award the Prizes other than in accordance with these Official Rules.
27. Each Winner is solely responsible for the reporting and payment of any taxes related to receipt of a Prize.

## **Protection of Personal Information**

28. By entering the Contest, each entrant consents to the collection, storage, use and disclosure of their personal information for the purpose of administering the Contest by Indigo and for the purposes

described in these Official Rules, in accordance with Indigo's privacy policy found at <http://chapters.indigo.ca/Privacy-Policy/PRIV-art.html>.

29. By entering the Contest, each entrant acknowledges that the Promotion Entities may communicate with entrants via e-mail with respect to communicating the results of the Contest and the awarding of the Prize. No marketing communications will be received by entrants unless entrants provide Indigo with explicit permission to do so.

### **General**

30. FOR QUEBEC RESIDENTS, 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 A PRIZE MAY BE SUBMITTED TO THE RÉGIE ONLY FOR THE PURPOSES OF HELPING THE PARTIES REACH SETTLEMENT.
31. This Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. The Contest and these Official Rules are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
32. Indigo reserves the right, subject to the approval of the *Régie des alcools, des courses et des jeux*, to modify, suspend, terminate or reinstate the Contest or the Official Rules at any time, without notice, and for any reason. If the Contest is terminated, in whole or in part, before the designated date, Indigo reserves the right to select Winners in a random drawing from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.
33. All Entries become the property of Indigo and will not be returned and no correspondence regarding the Contest will be made with or entered into except with the Selected Entrants and the Winners.
34. A list of Winners, which includes their respective first and last name, will be publicly available at the Indigo Head Office at 620 King Street West, Suite 400, Toronto, Ontario M5V 1M6 and may be posted on [www.indigo.ca](http://www.indigo.ca) and other Indigo marketing channels.

//End Official Rules