

## 55 Rush Smart Home Device Survey Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

**1. Eligibility:** 55 Rush Smart Home Device Survey Contest (the "Contest") is open to Canadian residents who have reached the age of majority in their province of residence as of the date of entering this contest and are eligible to be a beneficiary of the prize. The Contest is void where prohibited by law. Employees of 55 Rush Inc., ("The Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, provincial/territorial and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of The Sponsor, as final and binding as it relates to the content. If you are under the age of majority in your province or territory of residence, you must have received the permission of a parent or guardian, who has agreed to be legally bound by these rules, (see Section 12 below) to enter the Contest and potentially become a winner of a prize. The Contest is subject to all applicable federal, provincial/territorial and local laws.

**3. Contest Period:** Entries will be accepted online starting on or about January 20, 2023 and ending February 3, 2023 11:59:59PM ET. All online entries must be received by February 3, 2023 11:59:59PM ET. Contest Sponsors reserve their right (subject only to the consent of the Régie des alcools, des courses et des jeux with respect to legal residents of Quebec) to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible Entries.

### 4. How to Enter:

**Method One - Online Entry and Registration:** To enter the Contest online, a contestant must complete the [online survey](#). Entrants will be asked to provide their name and email address, and to answer a survey on their use of smart home devices. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of The Sponsor. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of The Sponsor.

**Method Two – Mail In Entry - No Purchase Necessary:** If a contestant does not wish to enter online, the contestant may: print his/her first name, last name, email address, telephone number, complete mailing address (including postal code) and signature on a plain white piece of paper (no larger than 8.5 by 11 inches), as well as 50 words or less on why they choose to use, or choose not to use smart home devices, and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, 55 Rush Inc., 301-312 Adelaide St. W., Toronto, ON M5V 1R2 Attn: Smart Home Device Survey. Upon receipt and verification of a contestant's complete entry request in accordance with these Rules, the contestant will receive one entry into the Contest. To be eligible, all mail-in entry requests must be received during the Contest Period in a separate envelope bearing sufficient postage (i.e. mass mail-in of entry requests in the same envelope will be void). The Sponsor will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed mail-in Contest entry requests.

**5. Prizes:** There is a total of one (1) prize available to be won consisting of one (1) \$100 prepaid Visa card. Estimated retail value of the prize is \$100 CAD. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non transferable. Any and all prize related expenses, including without limitation any and all federal, provincial/territorial and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by the winner is permitted. Acceptance of

prize constitutes permission for The Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner selection and notification:** The winner of the Contest will be selected in a random drawing under the supervision of the Sponsor on or about February 7th, 2023 at 3:00PM ET. The winner will be notified via email within two (2) days following the winner selection. The Sponsor shall have no liability for the winner's failure to receive notices due to winners' spam, "other" inbox or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, does not correctly answer the mathematical skill testing question in the manner prescribed, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and provincial/territorial laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Prize Delivery:** The Sponsor or its representatives will send the prize(s) to the confirmed Prize winner at his/her registered address. Please allow six (6) to eight (8) weeks for delivery of same.

**9. Rights Granted by you:** By entering this content you understand that 55 Rush Inc., anyone acting on behalf of 55 Rush Inc., or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**10. Terms:** The Sponsor reserves the right (subject only to the consent of the Régie des alcools, des courses et des jeux with respect to legal residents of Quebec), to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, The Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions.

The Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, The Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

**11. Limitation of Liability:** By entering you agree to release and hold harmless 55 Rush Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or

inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**12. Minors:** For greater certainty, where the selected contestant is under the age of majority in his/her province or territory of residence, as a pre-condition to the selected contestant being declared the winner and receiving the prize, the parent or legal guardian of the selected contestant must consent in writing to the selected contestant being declared a winner and receiving a prize and must also sign and return to the Contest Sponsor the Contest Sponsor's form(s) of Declaration and Release documentation.

**13. Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF CANADA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Toronto, Ontario having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

**14. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the 55 Rush Web Site. To read the Privacy Policy, click [here](#).

**15. Sponsor:** The Sponsor of the Contest is 55 Rush Inc., 301-312 Adelaide St. W., Toronto, ON M5V 1R2. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor.

**16. FOR RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux ("Régie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.