

The CHOICE REWARDS® Spectacular Spring Escape" Contest Rules

- 1. CONTEST PERIOD:** The CHOICE REWARDS Spectacular Spring Escape Contest ("Contest") begins at 12:00:00 a.m. Eastern Time ("ET") on April 1, 2015 and ends at 11:59:59 p.m. ET on May 31, 2015 ("Contest End Date"). The Sponsor for this Contest is The Toronto-Dominion Bank ("CUETS Financial").
- 2. ELIGIBILITY:** The Contest is open to all legal residents of Canada (except Quebec and the Territories) who are of the age of majority in their Province of residence at the time of entry into the Contest. Employees, agents and representatives of the Sponsor or its subsidiaries and affiliates, of any credit union that promotes a CUETS Financial CHOICE REWARDS *MasterCard* credit card product, or any credit union that issues a GLOBAL PAYMENT *MasterCard* card product, or of their advertising and promotion agencies or their subsidiaries and affiliates, 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) the primary account holder for the Card, which can be (a) a CUETS Financial CHOICE REWARDS *MasterCard* credit card, obtained as set out below or (b) a GLOBAL PAYMENT™ *MasterCard* card, obtained as set out below; and (ii) in respect of an alternate means of contest entry, the person whose name is printed on the entry. "Card" means (a) a CUETS Financial CHOICE REWARDS *MasterCard* credit card or (b) a GLOBAL PAYMENT *MasterCard* card.

Before the Contest End Date, an Entrant must (i) complete and submit an application online or at any credit union branch offering a Card; and (ii) be approved, (A) in the case of a CUETS Financial CHOICE REWARDS *MasterCard* credit card, by CUETS Financial (such determination to be made in CUETS Financial's sole discretion), or (B) in the case of a GLOBAL PAYMENT *MasterCard* card, by the credit union where the Entrant applied for such product (such determination to be made in such credit union's sole discretion). This process will generate one (1) entry. If applicants do not wish to be entered into the Contest, they must indicate their preference to opt-out at the time they submit their application to the credit union.

Note: Each entry will be placed into one (1) of six (6) specific Regional Pools based on the Entrant's address, as follows: BC, AB, SK, MB, ON and the Atlantic provinces.

Entry to the Contest is limited to one (1) per person for, for the duration of the Contest, by either method of entry outlined in this paragraph 3 (i.e., opening either Card will generate one entry into the Contest; if two Cards are opened, that still generates only one entry).

- 4. ALTERNATE MEANS OF CONTEST ENTRY: NO PURCHASE NECESSARY.** To enter the Contest without applying for and being approved for a Card (see paragraph 3 above), an Entrant must legibly hand-print: the date, their first and last name, complete mailing address, daytime telephone number, on a sheet of paper, and mail it to:

CHOICE REWARDS Spectacular Spring Escape
BlueRush Digital Media
75 Sherbourne Street, Suite 112
Toronto, Ontario, M5A 3X9

No mechanical reproductions will be permitted. All entries become the property of the Sponsor and will not be acknowledged or returned. Alternate Means of Contest Entries must be postmarked on or prior to the Contest End Date and must be received on or prior to May 31, 2015. Entries into the Contest in this above manner will be added to one (1) of six (6) specific Regional Draws based on the Entrant's address. The Sponsor will not be responsible for late, lost, invalid, illegible, delayed, incomplete, stolen, misdirected, or postage-due entries. By using this Alternate Means of Contest Entry, you are providing your permission for us to enter you in the Contest and to communicate with you via telephone, in writing

or by mail.

Entry to the Contest by this method of entry is limited to one (1) per person for the duration of the Contest. NOTE: Entry may be by either the method of entry outlined in paragraph 3 above or the method of entry outlined in paragraph 4, but not both.

5. **PRIZE:** There are six (6) prizes ("Prizes") available to be won on the basis of one (1) Prize for each of six (6) Regions as follows: BC, AB, SK, MB, ON and the Atlantic provinces. Each Prize consists of a \$5,000 travel credit which can be applied, among other things, towards: accommodations, flights from a Canadian airport, car rental and up to 25% of the prize value as spending money.

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 equivalent or greater value. All winners are solely responsible for use of and any taxes payable on any prizes. Prizes may be a taxable benefit. ALL WINNERS ARE SOLELY RESPONSIBLE FOR USE OF ANY PRIZES.

6. **DRAW DATES:** Six (6) random draws ("Draw") will be held at 1:00 p.m. ET on June 17, 2015 in Regina, SK. One (1) potential winner will be randomly drawn from among the eligible entries in each of the six (6) applicable Regions. The odds of being selected depend on the number of eligible entries received in each Region.
7. **PRIZE AWARDING:** If you are selected as a potential winner, you will be provided specific instructions on what you are required to do in order to claim your Prize. The Prize will be awarded only upon verification and final approval 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 listed on the entry, between 9:00 a.m. and 9:00 p.m. ET for a period of ten (10) business days following the Draw Date. If the selected Entrant cannot be contacted within the allotted time, the Sponsor reserves the right to void that 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 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 the 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 Entrant (i) confirms compliance with these Contest Rules, (ii) releases and forever discharges the Sponsor, and their affiliated companies, advertising and promotional agencies, 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, its 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 reason of his/her participation in the Contest and/or the administration of the Contest, including, without limitation, the selection and awarding of the Prize. 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 Prize(s). 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 Prize(s), however arising, including negligence. This Contest is in no way sponsored, endorsed, administered by or associated with Facebook or Twitter. 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 or Twitter.

9. **PRIVACY:** 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 policies at www.cuets.ca/privacy. CUETS Financial may share your information with third parties that assist us with administering the Contest.
10. **APPLICABLE LAWS:** This Contest is subject to all applicable federal, provincial and municipal laws. 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. **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 Sponsor'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 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 Sponsor reserves the right, in their sole discretion, to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or the Contest Rules in any way at any time for any reason without prior notice or compensation.

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^{††} This is a one-time bonus offer for members that are approved for a new CHOICE REWARDS World Elite, Gold, Low Fee Gold, Low Fee or Student MasterCard credit card account. New World Elite and Gold MasterCard credit cardholders will receive 5,000 bonus CHOICE REWARDS points; new Low Fee Gold MasterCard credit cardholders will receive 3,000 bonus CHOICE REWARDS points; new Low Fee and Student MasterCard credit cardholders will receive 1,000 bonus CHOICE REWARDS points in connection with this offer. Limit one-time bonus point offer (no cash value) per new account. Please allow up to 60 days from the account open date for the bonus points to be posted to member's points account. This is offered by CUETS Financial and may be amended or cancelled at any time without further notice.

[‡] These are highlights of the CHOICE REWARDS program as it pertains to this credit card. Complete terms and conditions describing eligibility of the program, CHOICE REWARDS points accrual and redemption, and other important conditions, limitations and restrictions will be sent after your Account is opened. The CHOICE REWARDS Program may not be available on all credit cards. Please read specific terms and conditions for full details.

^{***} Certain restrictions apply to this benefit and others described in the materials sent soon after your Account is opened.

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[§] Conditions apply. These promotions are being offered at the sole discretion of the applicable merchants and may be amended or cancelled at any time without notice. The offers will be subject to terms and conditions that accompany the offer.

The Toronto-Dominion Bank is not responsible or liable for any aspect of these promotions.

¹ CHOICE REWARDS MasterCard credit card products are approved by and at the sole discretion of CUETS Financial. GLOBAL PAYMENT MasterCard card products are approved by and at the sole discretion of the credit union issuing such product.