# Three Chevrolet Silverado giveaways Contest - Exclusive to Contractors

# (The "Contest")

# Official Contest Rules & Regulation

**1. Contest Organizer**: RONA Inc. ("RONA"), doing business at 220, chemin du Tremblay, Boucherville, QC, J4B 8H7, organizes this Contest ("the Organizer").

**2. Participating Stores:** RONA and Home & Garden RONA stores across Canada only. See the list of participating stores on rona.ca.

Eligibility: This Contest is open exclusively to RONA contractor customers with a RONA contractor account in our RONA or Home and Garden RONA stores (this account may be opened during the Contest period, subject to the applicable conditions to be eligible to open a RONA contractor account), and (i) have reached the age of majority in their province, (ii) have a valid email address and an Internet access, (iii) have a valid driver's license and satisfactory proof of insurance for the Organizer and General Motors of Canada Company (GM as the abbreviation), and (iv) at the time of participation to the Contest, or within the preceding six (6) months, is employed as an independent contractor, developer, quartermaster or skilled worker by a Canadian contractors corporation. For the purposes of these official Contest Rules & Regulation, a "Canadian contractors corporation" is a company operating in Canada that modifies, renovates, repairs or builds residential, commercial and/or industrial properties. However, employees, representatives and agents of the Organizer or GM, and their respective affiliates, advertising and marketing agencies, Contest administrators, judges and any person domiciled with one of them are not eligible for the Contest. The Organizer may ask any participant for any documentation that he or she finds necessary to demonstrate that the participant meets the eligibility requirements, to the Organizer's satisfaction.

**3. Agreement to Official Contest Rules & Regulation:** By participating in the Contest, you fully and unconditionally accept and agree to be bound by the Official Contest Rules & Regulation and the decision of the Contest Organizer, GM, administrators and Contest judges, which are final and binding in all matters related to the Contest.

**4. Contest Period:** The Contest will take place from **Wednesday September 19, 2018 at midnight (zero minute, zero second) to Sunday, October 28<sup>th</sup> 2018 at 11:59 pm (59 seconds) (the "Contest Period"). All hours shown refer to Eastern Time ("EST").** 

5. How to Enter: There are two (2) ways to enter this Contest (described below).

(i) Participation with purchase - Visit a RONA store and Home & Garden RONA store (see rule 2), have a RONA contractor account (this account may be opened during the Contest Period, subject to the applicable conditions to be eligible to open a RONA contractor account), go to the contractor counter in the store to complete a purchase of \$100 and more (before taxes) through your RONA contractor account, all during the Contest period. Following each purchase of \$100 and more (before taxes) made during the Contest period, the participant will receive a coupon with a bonus code. Once a unique code coupon has been obtained as described above, visit the www.rona.ca/chevroletcontest (the "Contest Website") during the Contest period and follow the instructions to complete the mandatory fields on the online entry form with the unique code coupon you received with your purchase and the name of your company that have a valid contractor account number in order to obtain one (1) participation into the Contest. Participants may access the Contest Website via the Internet or a mobile device. If you use a mobile device, standard data transmission charges may apply. Check your service provider's plan for rates. All fields in the registration form must be completed, except when identified as optional. Limit of one (1) participation per day per customer, per transaction of \$100 and more (before taxes), per RONA

contractor account number, per email address and until quantity of coupon with unique code last for the Contest Period. Any subsequent participation with the same contractor account number will be refused. Once you have successfully entered the Contest, you will receive an instant confirmation message from the Contest Website. You get an extra chance to win if you subscribe to the RONA contractors' Newsletter during the Contest, if you are not already registered.

For the purposes of this Contest, the "receipt" of an online registration is made when the Organizer servers record the adhesion information, which occurs when the participant clicks on the "Submit" button. Proof of submission (screenshots, etc.) from the participant does not constitute proof of receipt by the Organizer. Each registration must be submitted by the participant himself. Automated registrations (including but not limited to robot, script, macro, or other automated submissions) are not permitted and will be void. The Organizer's computer is the official timing device of the Contest.

# Unauthorized contractor account numbers, which are not original or otherwise, are considered null. All decisions from the Organizer therein, are final.

The Organizer is not liable for lost, late, misdirected, incomplete or illegible entries or account number. The Organizer is not responsible for any failure of the Website during the Contest period, including any telephone problems or technical malfunction from any online computer system, server, ISP, computer equipment, software, non-receipt of any email or registration due to congestion on the Internet or on the Contest Website or any combination thereof, including any damage or injury to a participant's computer or other person linked or resulting from the downloading of material relating to the Contest, which may affect the ability of a person to participate in the Contest.

(ii) **Participation without purchase required:** To enter the Contest without a purchase, indicate in an email, your first and last name, complete residential address, phone number(s) and your RONA contractor account number in our corporate RONA stores or Home & Garden RONA as well as the RONA store or local Home & Garden RONA location. In 500 words you shall describe, in the email, why you like RONA or Home & Garden RONA. Send this all by email to: Rona.Pro@rona.ca. No mechanical reproduction is permitted. Limit of one (1) participation without purchase required, per person, per postal code, per RONA contractor account number, per email address during the Contest Period. The Organizer must receive all emails during the Contest period. Any participation by email that does not meet the criteria described below, that is altered, copied, lost, not received or, in any way, illegible will be void. Entries by email will not receive an acknowledged of receipt.

Proof of delivery by email does not constitute proof of delivery or receipt. No responsibility is assumed for any lost, late, stolen, misdirected or illegible email. The Organizer shall not be liable for any technical malfunction arising from any online computer system, server, access provider, computer equipment, software, failure to receive any email or registration due to congestion on the Internet or the Website, or any combination thereof, including any damage or injury to the participant computer or other linked person or resulting from emails relating to the Contest that may affect the ability of a person to participate in the Contest.

(iii) **Email:** You need access to an email account to participate in the Contest. \*Computers are made available to the public for free by several public libraries, retail businesses and other establishments make computers available free for the public; some Internet service suppliers as well as other corporations will host email accounts for free.

# 6. Prize:

**Prize:** There is (individually one: " Prize" and collectively the " Prizes") three (3) Prizes for the entire Canada.

1 for Ontario and Manitoba regions

1 for West region

1 for Quebec and Atlantic region

# Each Prize consists of

a 2018 Chevrolet Silverado 1500 Double Cab WT 4x4 Blackout Edition; approximate retail value of \$45,000 MSRP CAD including destination and freight charges. The following general conditions apply to the each Prize: (i) vehicle must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Organizer in its sole and absolute discretion): (ii) no substitutions are permitted, except at Organizer's option; (iii) Organizer reserves the right at any time to substitute the Prize for any reason with a prize or prize component(s) of equal or greater value including, without limitation, but solely at the Organizer's sole discretion, a cash award: (iv) colour and other specifics of each Prize will be at the sole discretion of the Organizer and subject to availability; (v) manufacturer's standard warranty applies to each Prize; (vi) upon notification, each confirmed Prize winner may, in the sole and absolute discretion of the Organizer, be required to personally take delivery of his/her Prize from a dealership within Canada reasonably close to his/her place of residence in Canada as determined by Organizer, in its sole and absolute discretion, and will be required to present adequate personal identification (in a form acceptable to the Organizer - including, without limitation, government issued photo identification); (vii) each Prize will not be released unless and until the applicable confirmed Prize winner first shows proof (in a form acceptable to the Organizer) of having a valid driver's license (equivalent to a full "G" class license in Ontario) in the province/territory in which he/she resides and proof (in a form acceptable to the Organizer) of satisfactory insurance; (viii) each confirmed Prize winner is solely responsible for all expenses that are not included in the Prize description above, including, but not limited to: registration and license fees, insurance, any applicable taxes, additional accessories and all other costs associated with: (a) any upgrade or option package(s) that he/she may request (and that may be permitted by Organizer in its sole and absolute discretion); and/or (b) obtaining a valid driver's license, license plates, registration, insurance and/or fuel.

# Limit of one (1) Prize per winner.

**7. Draw:** A random draw for the Prize will be held at 9:00 a.m. EST on November 5, 2018 at the RONA office, located at 220 Chemin du Tremblay, Boucherville, Quebec, under the supervision of the Contest Organizer, from among all eligible entries received during the Contest period.

8. Awarding of Prize: To be declared a winner, the selected participant must:

- (i) Be reached by phone or email, at the sole discretion of the Organizer, within five (5) business days following the draw. Should a selected participant be contacted by email, he or she will have to reply in compliance with the instructions provided to that effect, if applicable. Return of any Prize notification email as undeliverable may result in disqualification, and an alternate participant may be selected. If a selected participant cannot be reached or does not reply within the prescribed delay, it will result in the forfeiture of the Prize and the selection of another participant;
- (ii) If the winner is associated to an affiliated RONA store, and therefore does not have a RONA corporate contractor account, the affiliated RONA store shall prove that the winner is a contractor customer of its store by submitting all information about its customer: Company name, telephone number, mailing address, email and proof of invoices form the last six (6) months;

- (iii) Sign and return to the Contest Organizer, within ten (10) business days of receiving, a Prize acknowledgement and release form, which includes a standard declaration of compliance with the Official Contest Rules & Regulation and a release form and correctly answer, without help, a mathematical skilltesting question, also in the form. Failure to sign and return the Prize acknowledgement form within ten (10) business days of receiving it will result in the forfeiture of the Prize and the selection of another participant;
- (iv) Comply with the Official Contest Rules & Regulation and be eligible in accordance with the Official Contest Rules & Regulation;
- Not have, directly or indirectly, any outstanding amounts payable to the Organizer, its affiliates and any other affiliated entities, whether under a contractor account, a charge account or otherwise;
- (vi) Hold a valid driver's license and provide proof of insurance acceptable to the Organizer and GM; and
- (vii) Take a picture with the Prize, a GM representative and a RONA representative at his RONA store when taking possession of the Prize.

Failure to comply with any of the above-mentioned conditions or to accept the Prize will result in disqualification. Should this occur, the Contest Organizer, at his/her sole discretion and in accordance with this regulation, will be allowed to cancel the Prize or draw again until a participant is selected and declared a winner.

**9. Delivery of the Prize:** As soon as possible, following the receipt of a dully completed and signed declaration form, the Contest Organizer will contact the winner to inform him or her of the method by which he or she may take possession of the Prize.

The winner, after being declared the winner, must allow from eight (8) to twelve (12) weeks for delivery of the Prize. Once the winner has been notified that the Prize-winning vehicle has been delivered to his local GM dealership ("Delivery Notice"), he or she must take possession of the vehicle within four (4) weeks of receiving the Delivery Notice, otherwise the Prize will be declared void, without liability on the Organizer or GM part, in the event of such a contingency. No compensation will be paid to a confirmed winner who did not take possession of the Prize within the above-mentioned period or if a confirmed winner fails to accept the Prize as awarded. \* The Prize may differ from the vehicle presented by the Contest advertisement or promotional material.

The Prize will be awarded only to the attested winner in Canada. Any other fees or expenses associated with the Prize, not expressly set forth herein as included in the Prize, will be the responsibility of the selected winner.

**10. Chances of winning:** Chances of winning depend on the number of eligible entries received and allocated during the Contest period by applicable region.

#### 11. General:

By entering the Contest, each participant (with or without purchase) agrees and acknowledges that GM, the Organizer and Participating Merchant in the Contest and each of their affiliates, divisions, subsidiaries, related entities and advertising and promotion or other representatives or agencies, and each of their respective employees, officers, shareholders, representatives, directors and agents (collectively "Releasees") are not responsible for and shall not be liable for: (1) late, lost, stolen, delayed, misdirected, mutilated, incomplete, unreadable, inaccurate, postage due, garbled or unintelligible transmissions, swipes or entries; (2) any notification, entry, swipe or document that

is lost or not received by an entrant or Contest Organizer; (3) any injury, including death or other damage to person or property of any kind or any other liability, which may be caused, directly or indirectly, by the Contest or any Contest Prize, including receipt and use or misuse of any Prize; or (4) incorrect or inaccurate capture of entry information; purchase information, swipe information or technical malfunctions; human or technical error or negligence; or printing errors. All entries become the property of Contest Organizer and will not be returned. Proof of sending is not proof of receipt. Any entry that does not comply with these Official Contest Rules & Regulation or received after the end of the Contest period is void. All entries and Prize claims are subject to verification by Contest Organizer and will be void if obtained other than in compliance with these Official Contest Rules & Regulation.

Upon delivery of the Prize to the winner, the Organizer will be deemed to have awarded the Prize to the winner, and the winner will assume full responsibility for the Prize. The Organizer does not undertake any representation or guarantee in connection with the Prizes which must and will be deemed to be accepted "as is". Any claim to the Prize (or substitute merchandise, if applicable) must be addressed only to the supplier, manufacturer or creator of the Prize, as the case may be. Without limiting the generality of the foregoing, the Releasees shall not be liable for: (a) any incomplete or inaccurate information, whether attributable to Contest participants, Contest Website users, any equipment or program related to or used in the Contest, or any technical or human error that may occur at the time of the entries' processing; (b) the theft, destruction or unauthorized access to, or alteration of the entry forms or the Contest Website; (c) any technical problems or malfunctioning of telephone lines and networks, on-line computer systems, servers or suppliers, computer equipment, software, viruses, Trojan horse or bugs; (d) failure to receive an email by the Organizer for any reason, such as congestion on the Internet or any Website or both; (e) damage to the user system or any other person by entering the Contest or downloading the Contest information; (f) late, lost, misdirected, damaged, illegible or incomplete entry forms, which will be declared void; (g) printing, distribution, programming or production errors, and any other error or malfunction of any kind, or (h) technical, pictorial, typographical or editorial errors or omissions contained therein in this document.

By participating in this Contest, participants consent to the collection, use and disclosure of personal information by the Organizer and its authorized agents and/or representatives for the purposes of administering the Contest and awarding of the Prizes. When participating to the Contest, you will also be asked if you agree for the Organizer to use your personal information to receive potential emails from the Organizer. No communications, commercial or otherwise, not related to this Contest will be sent to the participant, unless otherwise agreed. In addition, by accepting a Prize, the Contest winner consents to the use, by the Organizer and GM of its names, photographs or likenesses, addresses (city or province), voice and statements that have been made or (Including, but not limited to, printing, broadcasting and the Internet), for all commercial purposes, in any or all of the media currently known or hereafter developed, including advertising and promotional activities without remuneration. Personal information will not be collected, used or otherwise disclosed without consent.

The Contest Organizer reserves the right in its sole discretion to disqualify any individual it finds or suspects to be tampering with the participation process or the operation of the Contest or to be acting in violation of these Official Contest Rules & Regulation or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil Law, and, should such an attempt be made, the Contest Organizer reserves the right to seek damage from any such person to the fullest extent permitted by Law. The Contest Organizer's failure to enforce any term of these Official Contest Rules & Regulation shall not constitute a waiver of that provision.

For Quebec residents, any litigation respecting the conduct or organization of this advertising Contest may be submitted to the *Régie des alcools, des courses et des jeux* (the "RACJ") for a ruling. For Quebec residents, any litigation respecting the awarding of a Prize may also be submitted to the RACJ only for the purpose of helping the parties reach a settlement.

Subject to the jurisdiction in Quebec of the RAJC, the Contest Organizer reserves the right, at its sole discretion, to substitute a Prize with one of equal or greater value, to cancel, terminate, amend or suspend the Contest and to amend the Contest without prior notice at any time and for any reason.

The Contest Organizer shall use the entry information of the participants in accordance with the Rona Inc. Privacy Policy. (See the "Privacy and Terms of Use" link on rona.ca).

The Contest is subject to all applicable Laws.

On demand, the name of the winner will be available and can be obtained by sending a written request in a self-addressed, postage-paid envelope to: RONA Inc., 220 chemin du Tremblay, Boucherville, Quebec, J4B 8H7, and that until January 1<sup>st</sup>, 2019. The name of the winners will be mailed only when the Contest Organizer has confirmed the winner.

**12. Prize Supplier:** GM's role in connection with this Contest is limited to providing and delivering the Prizes and any manufacturer's standard warranty applying thereto and GM is not involved in the administration or execution of this Contest. Each participant hereby releases GM, its parent companies, subsidiaries, affiliates, advertising and promotional agencies and each of their respective officers, directors, employees, representatives, agents, successors and assigns from any and all liability of any kind arising out of the participant's participation in this Contest and, if applicable, receipt and use or misuse of any Prize.