



In partnership with



Royal LePage

1 YEAR MORTGAGE-FREE Contest

2nd
edition

February 1 to July 31, 2018

royallepage.ca/1year



Royal LePage Real Estate Services:

The “Royal LePage 1 year Mortgage-Free Contest”

Official Terms and Conditions

THIS CONTEST IS GOVERNED BY THE ACT RESPECTING LOTTERIES, PUBLICITY CONTESTS AND AMUSEMENT MACHINES AND THE RULES RESPECTING PUBLICITY CONTESTS

1. Eligibility: The “Royal LePage 1 year Mortgage-Free Contest” (the “**Contest**”) is only open to individual residents of Quebec who have attained the age of majority in their province/territory of residence on or before the expiry date of the Contest Period (as defined below) and who are not employees, representatives or agents of Royal LePage Real Estate Services, a division of Brookfield Real Estate Services Manager Limited, (the “**Sponsor**”), of the Fédération des Caisses Populaires Desjardins (“**Desjardins**”) or the National Bank of Canada (“**National Bank**”), their advertising, media buying and promotional agencies, and Contest judges, or members of the immediate family of, or persons domiciled with, any of those described above. "Immediate family" is defined as a parent, sibling, child or spouse, regardless of where they reside. By registering for the Contest, you agree to be bound by these Official Terms and Conditions. This Contest is subject to all applicable federal, provincial, and local laws and regulations. Void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Terms and Conditions and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Being awarded a prize is contingent upon fulfilling all the requirements set out in these Official Terms and Conditions.

2. Sponsor:

Royal LePage Real Estate Services

a division of Brookfield Real Estate Services Manager Limited
39 Wynford Drive
Don Mills, Ontario
M3C 3K5

3. Timing: The contest entry period begins on **February 1, 2018 at 12:00 a.m. Eastern Standard Time (“ET”)** and ends on **July 31, 2018 at 11:59 p.m. ET** (the “**Contest Period**”).

4. How to Enter: To be eligible, the entrant must (i) be a client of a Quebec Royal LePage real estate broker, (ii) have been referred by his or her Royal LePage¹ broker to a Desjardins or National Bank mortgage representative with the intention of applying for a mortgage loan and (iii) have been approved for his or her mortgage financing² by a Desjardins or National Bank mortgage representative (Desjardins and National Bank hereinafter the “**Mortgage Partners**”) between February 1, 2018 and July 31, 2018. The mortgage loan must also be disbursed before July 31, 2017 at 11:59 p.m. ET.

The entrant doesn't have to complete an entry form. Each month, eligible entrants will be recorded and two (2) finalists³ – one (1) Desjardins client finalist and one (1) National Bank client finalist – will be drawn from the entrants approved for their loans for the current month and become eligible to win one (1) of the two (2) prizes: one (1) year of mortgage payments up to twelve thousand Canadian dollars (\$12,000) spread over twelve (12) months, one from Desjardins and one from National Bank (the “**Prizes**”). More precisely, it is understood that the maximum value of each Prize is twelve thousand dollars (\$12,000) and if the mortgage signed by the winner is less than twelve thousand dollars (\$12,000), then the value of the Prize won will be equal to said mortgage for the twelve (12) first months.

Each month during the Contest Period, the Sponsor will contact each finalist by telephone to inform them that their name was drawn and that they are eligible for a chance to win one (1) of the Prizes. The Sponsor will then inform the finalist of its intention to publish a photo of the finalist, the Royal LePage broker and the accredited mortgage representative

¹ Royal LePage brokers from participating agencies in Quebec only. For the participation to be eligible, the real estate broker must still have an active license with Royal LePage at the time of the draw for finalists or winners; otherwise, a new finalist or winner will be selected in a random draw. Only residential transactions are eligible (properties of 4 units or less)

² Financing approved, conditions met. Mortgage renewals and refinancing are not eligible. Only new loan applications are eligible.

³ Finalists are eligible to only one participation. In the case where a client applies to both Desjardins and National Bank for a loan and that the name of the client is drawn twice, only one participation will count.

on social media and the Contest website in order to highlight the fact that he or she is a finalist. The Sponsor will ask the finalists to answer a mathematical skill-testing question and send them the Claim and Release Form (the "**Claim Form**") (**to be returned three (3) days following the phone call**) confirming compliance with and acceptance of the Official Terms and Conditions, including a release of all liability as well as a publicity release. If a selected entrant (i) declines or is unable to accept any Prize for any reason; (ii) fails to correctly answer the mathematical skill-testing question; (iii) fails to submit the Claim Form duly completed within three (3) days of being named a finalist; (iv) is unreachable three (3) days following the first attempt; or (v) does not otherwise comply with the Official Terms and Conditions, then that selected entrant will be disqualified (and forfeit the prize). The Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries⁴. Selected entrants must continue to comply with these Official Terms and Conditions and winning the Prizes is contingent upon fulfilling all requirements.

5. Awarding of Prizes: The finalists drawn each month will be revealed on or around the third (3rd) Monday following the end of the monthly entry period. Once all the finalist have been selected, following the Contest Period, one (1) grand prize Desjardins winner will be drawn from the six (6) Desjardins client finalists and one (1) grand prize National Bank winner will be drawn from the six (6) National Bank client finalists.

As mentioned above, one of the key requirements for a winner to be awarded a Prize is that the winner's mortgage must be disbursed before July 31, 2017 at 11:59 p.m. ET under the conditions previously provided for during the loan approval by the Mortgage Partner (either Desjardins or National Bank). If the transaction is not completed before July 31, 2017 at 11:59 p.m. ET, the winner will be disqualified and forfeit the Prize. The Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries⁵. Selected entrants must continue to comply with these Official Terms and Conditions and winning the Prizes is contingent upon fulfilling all requirements.

The Sponsor's decisions as to the administration and operation of the Contest and the selection of valid entrants are final and binding in all matters related to the Contest, subject to the decision of the *Régie des alcools, des courses et des jeux* for all question regarding its jurisdiction.

6. Prizes: A total of two (2) Prizes are available to be won during the Contest period (total value of the two (2) Prizes is \$24,000.00 CAD).

As mentioned above, the two (2) Prizes are:

⁴ From the finalist clients from the same Mortgage Partner, depending on if the disqualified entrant requested his or her loan from Desjardins or National Bank.

⁵ From the finalists clients from the same financial institution, depending on if the winning disqualified entrant requested his or her loan from Desjardins or National Bank.

- **1 year** of mortgage payments up to twelve thousand Canadian dollars (\$12,000) spread over twelve (12) months up to one thousand dollars (\$1,000) per month from **Desjardins**;
- **1 year** of mortgage payments up to twelve thousand Canadian dollars (\$12,000) spread over twelve (12) months up to one thousand dollars (\$1,000) per month from **National Bank**.

The following are the Entry Periods, at the end of which two (2) finalists (one Desjardins client and one National Bank client) will be drawn (from a total of twelve (12) finalists at the end of the Contest Period) to become finalists eligible for a chance to win one of the two (2) above-mentioned Prizes of a maximum value of twelve thousand Canadian dollars (\$12,000) each in mortgage payments.

- Month 1 Entry Period starts on February 1, 2018 at 12:00 a.m. ET and ends on February 29, 2018 at 11:59 p.m. ET.
- Month 2 Entry Period starts on March 1, 2018 at 12:00 a.m. ET and ends on March 31, 2018 at 11:59 p.m. ET.
- Month 3 Entry Period starts on April 1, 2018 at 12:00 a.m. ET and ends on April 30, 2018 at 11:59 p.m. ET.
- Month 4 Entry Period starts on May 1, 2018 at 12:00 a.m. ET and ends on May 31, 2018 at 11:59 p.m. ET.
- Month 5 Entry Period starts on June 1, 2018 at 12:00 a.m. ET and ends on June 30, 2018 at 11:59 p.m. ET.
- Month 6 Entry Period starts on July 1, 2018 at 12:00 a.m. ET and ends on July 31, 2018 at 11:59 p.m. ET.

The two (2) Grand Prize winners will be selected by way of a Random Draw (one Prize drawn from the six (6) eligible Desjardins finalists and the other drawn from the six (6) National Bank eligible finalists selected during the Contest Period between February 1, 2018 at 12:00 a.m. ET and July 31, 2018 at 11:59 p.m. ET). The draw will take place between September 1 and 30, 2018 at the Royal LePage headquarters in Quebec, located at 6300 Auteuil Ave., suite 215, Brossard, QC J4Z 3P2.

The two (2) Prizes will be awarded to the respective winners in a single payment in the form of one (1) check for the total Prize amount won and mailed once the mortgages for each winner are confirmed and contracted by **Desjardins** and **National Bank**.

Except as otherwise provided for in these Official Terms & Conditions, prizes are not transferable, cannot be substituted and must be accepted as awarded. The Sponsor makes no express or implied warranties with respect to safety, appearance or performance of any prize or prize activity offered. The Sponsor reserves the right, in its sole discretion, to substitute a prize for another prize of equal or greater value, or its monetary equivalent (including gift cards). Prizes will be delivered to the address provided for the mortgage financing. The odds of winning one of the two (2) Prizes depend on the number of eligible finalists compared with the total number of entrants eligible for a Prize.

7. Release of Liability: The Sponsor shall not accept any responsibility for injury, loss or claims caused by the awarded Prizes or the Contest itself. By entering, entrants release and hold harmless the Sponsor, its parents, affiliated and related companies, subsidiaries, divisions, all advertising, media buying and promotional agencies, the Contest judges, and all of their respective directors, officers, shareholders, employees, representatives, agents, successors and assigns (collectively, the "**Released Parties**") from any and all liability for any injury, loss or damage arising from or in connection with the Contest or use or misuse of a prize.

8. Advertising and Publicity: The participants selected as finalist and the Prize winners authorize the Sponsor, its affiliates and the Mortgage Partners to use their name, likeness, city and province of residence in any publicity or marketing related to this Contest and also for corporate communications among its brokers, agents and employees, without compensation, worldwide and in perpetuity, in any and all forms of media now known or hereinafter devised, including but not limited to the Internet, unless prohibited by law.

9. General Conditions: Subject in the province of Quebec to the approval of the *Régie des alcools, des courses et des jeux*, the Sponsor reserves the right to cancel, withdraw, terminate, suspend and/or modify the Contest, or any part of it, at any time without prior notice or obligation for any reason. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Terms and Conditions or any other promotion of the Sponsor or in an unfair 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 Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Terms and Conditions shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) technical or human error which may occur in the administration of the Contest or the processing of entries; (v) late, lost, undeliverable, damaged or stolen entries; or (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of a prize.

11. Disputes: Except where prohibited by law, entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prizes awarded shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event legal fees;

and (iii) under no circumstances will the entrant be permitted to obtain awards for, and the entrant waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the interpretation, validity, definition and enforceability of these Official Terms and Conditions, or the rights and obligations of the entrant and the Sponsor in connection with the Contest, shall be governed by, and defined in accordance with, the laws of Quebec. If any provision of these Official Terms and Conditions is unenforceable, the unenforceability of that provision will not affect the enforceability of the remaining provisions of these Official Terms and Conditions.

12. Entrant's Personal Information: By entering the Contest, all entrants consent to the Sponsor's collection, use and disclosure of personal information to any third party for the purposes of administering the Contest and otherwise in accordance with the Sponsor's Privacy Policy available at www.royallepage.ca/fr/confidentialite.aspx. If you consent, personal information may also be used for marketing purposes.

13. Residents of Quebec: 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 des alcools, des courses et des jeux* only for the purpose of helping the parties reach a settlement.

14. Contest Rules: These Official Terms and Conditions are available at www.royallepage.ca/1year or may be obtained by writing to:

The "Royal LePage 1 year Mortgage-Free Contest"

Attention: Marketing Department
6300 Auteuil Ave.
Suite 215
Brossard, QC
J4Z 3P2

15. Winners' List: For the names of the Contest winners, send a self-addressed stamped envelope with a request to: The "Royal LePage 1 year Mortgage-Free Contest" 6300 Auteuil Ave., bureau 215, Brossard, QC J4Z 3P2, attention: Marketing Department. Winners' names will also be made available on the Royal LePage website at www.royallepage.ca.

16. Intellectual Property: All intellectual property related to content used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Contest Sponsor and/or its affiliates or, as the case may be,

either Mortgage Partner. Unauthorized copying or use of any such copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

17. Discrepancy of language: In the event of any discrepancy or inconsistency between the French version of these Rules and the English version, the French version shall prevail.