

## CONTEST RULES

The “Win a Pair of Tickets to the Modern Home Tour!” Contest (the “**Contest**”) begins on Tuesday, September 11 at 2:00pm Pacific Standard Time (“**PST**”) and ends on Thursday, September 14 at 10:00am PST (the “**Contest Period**”).

### 1. ELIGIBILITY:

Contest is open to all legal residents of British Columbia who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled or directly related) of Modern Architecture + Design Society (“**Sponsor**”), or of Yellow Pages Homes Limited (“**YP Next Home**”) (YP Next Home together with Sponsor, the “**Contest Organizers**”), their parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”). “Directly related” shall mean father, mother, brother, sister, children, wife, husband or common law partner if such employee, representative or agent of a Contest Party.

### 2. HOW TO ENTER:

NO PURCHASE NECESSARY.

#### Completing and Submitting Your Entry

To enter, go to [www.westernliving.ca](http://www.westernliving.ca) (the “**Website**”) and follow the on-screen instructions to obtain the official contest entry form (the “**Entry Form**”). Fully complete the Entry Form with all required information, which requires you to: (i) enter your first and last name, complete mailing address (including postal code), valid email address and telephone number; (ii) sign up for *Western Living’s* 3x weekly newsletter (required); (iii) signify your agreement that you have read and agree to be legally bound by the terms and conditions of these official rules and regulations (the “**Rules**”); and (iv) indicate whether you would like to receive additional information regarding upcoming events or promotions from the Contest Organizers (optional). Once you have fully completed the Entry Form with all required information, follow the on-screen instructions to submit your completed Entry (the “**Entry**”). To be eligible, your Entry must be submitted and received within the Contest Period. All eligible Entries submitted and received during the Contest Period will be entered into the random prize draw.

#### Entry Limitations and Restrictions

There is a limit of one (1) Entry per person and per email address permitted during the Contest Period. For greater certainty, you can only submit one (1) Entrant Material, using one (1) email address to enter the Contest. The sole determinant of time for the purposes of a valid Entry during the Contest Period will be the Contest’s server machine(s).

#### Entry Verification and Entry Rejection

All Entries are subject to verification at any time and for any reason. The Contest Organizers reserve the right, in their sole and absolute discretion, to require proof of identity of entrant and/or eligibility of its Entry, including any Entrant Material (in a form acceptable to the Contest Organizers – including, without limitation, government issued photo identification) for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Contest Organizers in a timely manner may result in disqualification in the sole and absolute discretion of the Contest Organizers.

If it is discovered by the Contest Organizers (using any evidence or other information made available to or otherwise discovered by the Contest Organizers) that any person has attempted to: (i) obtain more than one

(1) Entry during the Contest Period; (ii) use (or attempt to use) multiple names, identities, email addresses, accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; (iii) not respect these Rules and/or (iv) behave in a manner that otherwise undermines the integrity or administration of the Contest, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Contest Organizers.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the Account and/or, where applicable, the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Your Entry may be rejected if (in the sole and absolute discretion of the Contest Organizers) your Entry is incomplete or is not submitted and received during the Contest Period or is otherwise in breach with the terms and conditions set out in these Rules. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries, all of which will be void and rejected. The Contest's Parties decision to disqualify an Entry or entrant shall be final without right of appeal.

### **3. PRIZES AND APPROXIMATE RETAIL VALUE:**

There is one (1) prize available to be won. The prize consists of one pair of tickets to the Vancouver MA+DS Home Tour of \$100 CAN, for a total retail value of \$100 CAN (the "Prize").

The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Contest Organizers in their sole and absolute discretion). No substitutions except at Contest Organizers option. Contest Organizers reserve the right, in their sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Contest Organizers sole and absolute discretion, a cash award. Prize will only be awarded to the person whose verifiable full name and valid email address appears on the Account AND/OR the Entry Form associated with the Entry in question.

### **4. WINNER SELECTION:**

On Thursday, September 14 (the "Draw Date") at the offices of Yellow Pages Homes Limited., Vancouver, British Columbia at approximately 10:00am, one (1) eligible entrant will be selected by random computer generated draw from among all eligible Entries submitted and received during the Contest Period in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received during the Contest Period in accordance with these Rules.

The Contest Organizers or a designated representative will make a minimum of five (5) attempts to contact the selected entrant (using the information provided on the Entry Form) by e-mail or telephone, within seven (7) business days of the Draw Date. If the selected entrant cannot be contacted within seven (7) business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Contest Organizers, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Contest Organizers reserve the right, in their sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the selected entrant will be required to: (a)

correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within seven (7) business days of receipt of the declaration and release form for the benefit of the Released Parties (the “**Release Form**”) confirming namely (i) compliance with these Rules; (ii) acceptance of the Prize as awarded; (iii) assignment of all of designated entrant’s right and title in or to the Entrant Material and (iv) releasing the Released Parties from all liability in relation to this Contest. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Release Form within the specified time; (c) cannot accept (or is unwilling to accept) the Prize as awarded for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Contest Organizers in their sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Contest Organizers, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Contest Organizers reserve the right, in their sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant). There is a limit of one (1) Prize per Participant and per household.

Each winner agrees to the publication, reproduction and/or other use of his/her Entry, name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or additional compensation, in any publicity, advertisement or other promotional or commercial use carried out by or on behalf of the Contest Organizers in any media, current or existing, including print, broadcast or the internet.

## **5. GENERAL CONDITIONS:**

All Entries become the property of the Contest Organizers. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Organizers with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST PARTIES AT ANY TIME.

The Contest Parties, Third Party Contest Suppliers and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) will not be liable for any loss, damages or injury, claims or fees related to or arising out of: (i) your participation in this Contest; (ii) any failure of the Website during the Contest; (iii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iv) fraudulent calls; (v) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout or other labour dispute; (vi) the failure of any Entry to be received, captured or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (vii) any injury or damage to an entrant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (viii) the award, use or misuse of any Prize or any portion thereof; (ix) Prizes that are lost, damaged or misdirected during shipping and/or (x) any combination of the above.

The Contest Organizers reserve the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Contest Organizers in their sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Contest Organizers reserve the right to seek remedies and damages to the fullest extent permitted by law.

The Contest Organizers, with the consent of the Régie, reserve the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Contest Organizers reserve the right, in their sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

The Contest Organizers reserve the right, in their sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Organizers, in their sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant expressly authorizes the Contest Organizers and their respective agents and/or representatives, to store, share and use the personal information submitted with his/her Contest Entry for the purpose of administering the Contest, unless the entrant otherwise agrees. Please visit <https://corporate.yip.ca/en/legal-notice/privacy-statement/> for details of YP Next Home's privacy policy regarding the use of personal information.

These Contest Rules are available at Yellow Pages Homes Limited offices located at 560-2608 Granville Street, Vancouver, British Columbia, V6H 3V3 and on the Web Site.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Website, French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of the French Rules shall prevail, govern and control to the fullest extent permitted by law.