

**Student Price Card 12 Days Of Giveaways Contest ("Contest" or "contest")**  
**Official Contest Rules ("Rules")**

---

1) **SPONSOR:** This Contest is sponsored by Student Price Card Ltd. ("SPC" or the "sponsor"), located at 999 Edgeley Blvd., Unit 1 Concord, ON L4K 5Z4.

2) **CONTEST PERIOD:** This Contest begins on December 1st, 2023 at 12:00am ET and closes on December 12, 2023 at 11:59:59pm ET (the "Contest Period").

3) **HOW TO ENTER:**

**NO PURCHASE NECESSARY.** You may only enter the Contest using one (1) of the following methods:

- (a) **SPC+ members** are eligible to open two (2) doors per day by completing the skill testing question prior to accessing the advent calendar and clicking the daily prize doors on the advent calendar located on the contest landing page <https://www.spccard.ca/contest> to reveal if they are a potential winner. SPC+ members must access the contest by logging into their SPC+ account which must include an active/valid SPC+ membership. Limit two (2) attempts per person per day during the Contest Period. Eligible CIBC student and youth clients can register for a free SPC+ membership by following the link <https://www.spccard.ca/cibc> and following the steps to register for SPC+.
- (b) **SPC members** will have access to one (1) door per day by completing the skill testing question prior to accessing the advent calendar and clicking to open the daily prize door on the advent calendar located on the contest landing page <https://www.spccard.ca/contest> to reveal if they are a potential winner. SPC members must access the contest by logging into their SPC account which must include an active/valid SPC membership. Limit one (1) attempt per person per day during the Contest Period. An SPC membership can be obtained by students for \$11.99/year. Eligible SPC members who wish to receive two (2) entries into the Contest should register for SPC+ membership by following the link <https://www.spccard.ca/cibc>, and following the steps to register for SPC+.
- (c) **Non-Members** will have access to one (1) door per day by registering for a SPC account and clicking to open the daily prize door on the advent calendar located on the contest landing page <https://www.spccard.ca/contest> to reveal if they are a potential winner. Non-members must access the contest by logging into their SPC account which does not require an active/valid SPC membership. Limit one (1) attempt per person per day during the Contest Period. Eligible non-members who wish to receive two (2) entries into the Contest should register for SPC+ membership by following the link <https://www.spccard.ca/cibc>, and following the steps to register for SPC+.

4) **ELIGIBILITY:** Contest is open to legal residents of Canada over the age of 14 at the time of entry. Entrants below the age of majority in their jurisdiction of residence must have permission from their parent or legal guardian to enter the Contest.

Employees, officers, directors, agents or representatives of the Sponsor, the Canadian Imperial Bank of Commerce (“CIBC”), any Contest judges, and each of their respective affiliates, subsidiaries, related companies, advertising and promotional agencies (collectively, “Promotion Parties”) and the immediate family and household members of any of the above (whether or not related), are not eligible to participate in the Contest. For the purposes of these Contest rules, “immediate family” means husband, wife, spouse, mother, father, brother, sister, son, and/or daughter, whether or not they reside in the same household.

The Sponsor reserves the right at any time to require proof of identity and/or eligibility to participate in the Contest and any failure to provide such proof may result in disqualification at the Sponsor’s sole discretion.

**5) METHOD OF AWARDING PRIZES:** Winners will be selected via instant win mechanism set up within the contest platform. Prizes are assigned according to pre-selected time slots of participation by Sponsor. Potential winners will be selected when the first participant opens/reveals the daily prize door after the pre-selected time slot. The potential winner will instantly be notified that they are a winner at the time of the reveal. Winners will instantly receive a link to their prize and will also be sent an email with the prize details.

**6) ODDS OF WINNING:** The chances of being selected as a potential winner depends upon the number and timing of eligible entries received on each day during the Contest Period.

**7) PRIZES/APPROXIMATE RETAIL VALUES (“ARVs”):** There will be a total of two hundred and fifty-two (252) prizes available to be won during the Contest Period, consisting of:

Number of prizes available to be won	Prize Description	ARV (CDN EA.)
5	The Body Shop Gift Card	\$50.00
10	The Body Shop Gift Card	\$25.00
10	The Body Shop Gift Card	\$20.00
10	The Body Shop Gift Card	\$15.00
15	The Body Shop Gift Card	\$10.00
20	Pizza Pizza Gift Card	\$50.00
20	Kernels Gift Card	\$25.00
10	Kernels Gift Card	\$50.00
50	Kernels Gift Card	\$10.00
4	Lenovo Account Credit	\$500.00
5	Hudson Bay Company Gift Card	\$50.00
10	Hudson Bay Company Gift Card	\$25.00
10	H&M Gift Card	\$50.00
10	H&M Gift Card	\$25.00
2	American Eagle Gift Card	\$100.00
5	American Eagle Gift Card	\$50.00

10	American Eagle Gift Card	\$25.00
2	Ardene Gift Card	\$100.00
14	Ardene Gift Card	\$25.00
10	Bath & Body Works Gift Card	\$25.00
10	Amazon Gift Card	\$25.00
2	Footlocker Gift Card	\$100.00
8	Footlocker Gift Card	\$50.00

Total ARV of all prizes combined is \$9,100 CAD.

#### **8) LIMITATION OF LIABILITY:**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF RECEIPT OR USE OF THE PRIZE OR THE CONTEST WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST WEBSITE.

The Releasees assume no responsibility for lost, delayed, incomplete, incompatible or misdirected entries. The Releasees will not be liable for: (i) any human error or failure of any website or application during the Contest; (ii) any technical malfunction or other problems relating to any telephone network or lines, computer online systems, servers, access providers, computer equipment or software; (iii) the failure of any entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) inability to access any website; (v) theft, tampering, destruction or unauthorized access to or alteration of entries; (vi) any injury related to or resulting from participating in the Contest or access to any website; and/or (vii) any combination of the above.

**9) LANGUAGE DISCREPANCY:** In the event of any discrepancy or inconsistency between English language version and the French language version of these Contest Rules, and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point

of sale, television, print or online advertising, the terms and conditions of the English version of the Rules shall prevail, govern and control.

**11) INTELLECTUAL PROPERTY:** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

**12) INDEMNIFICATION:** Each entrant agrees to release and hold Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, participation in the Contest, any breach of the Rules, and/or in any prize-related activity. The entrant agrees to fully indemnify the Sponsor from any and all claims by third parties relating to the Contest.

**13) TERMINATION:** Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Rules. Without limiting the foregoing, if, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties or any other factor including accident, printing, administrative, computer virus, bugs, fraud, or any error of any kind compromises the integrity, administration, or conduct of this Contest, the Sponsor reserves the right, with consent of the Régie des alcools, des courses et des jeux ("Régie"), to, in its sole discretion, void any suspect entries and modify, suspend or terminate the Contest, in whole or in part, at any time, without prior notice or obligation. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Sponsor, subject to the approval of the Régie with respect to legal residents of Quebec, reserves the right to cancel, amend or suspend the contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. If due to printing, production, online, internet, computer or other error of any kind, more prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid prize claims and/or conduct a random draw from amongst all eligible claimants to award the correct number of prizes. In no event whatsoever will the Sponsor or any of the Promotion Parties be liable for more than the number, type and value of prizes as stated in these Rules.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest, violates the Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

**14) GENERAL CONDITIONS:**

All entries become the property of Sponsor and will not be returned and no correspondence will be made

with or entered into except with selected entrant(s). Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest.

All information requested by and supplied by each entrant must be truthful, accurate, and in no way misleading. Sponsor reserves the right to disqualify any entrant from the Contest in its sole discretion, should the entrant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the entrant be ineligible for the Contest pursuant to these rules. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof.

In the event a dispute arises as to the identity of a potentially winning entrant, the entry will be declared made by the authorized account holder of the Student Price Card account or email address submitted at time of entry. Authorized account holder is defined as the natural person who is registered to the Student Price Card account, or email address assigned by an Internet access provider or other organization responsible for assigning the email address, for the account associated with the submitted entry.

Sponsor, subject to the consent of the Régie with respect to legal residents of Quebec, reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in the Rules, to the extent necessary, for purposes of verifying compliance by any entry with the Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of Sponsor, and in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

Sponsor reserves the right to disqualify an entrant if the entrant a) violates these Rules and/or the general rules/guidelines of any online property or service of the Sponsor; b) enters the Contest by any means contrary to these rules or which would be unfair to other entrants or where Contest entries are generated by any mechanical or automated means; c) acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Entry materials that have been tampered with, reproduced, falsified, or altered are void.

**WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, CONTEST APPLICATION OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law.

Currency is in Canadian dollars unless otherwise stipulated. Each prize must be accepted "as is" and may not be exchanged for an amount of money, bartered, sold, raffled, substituted, or transferred, and is non-refundable. Selection of gift card prizes will be at the Sponsor's sole discretion. Where applicable, each confirmed prize winner is solely responsible for all expenses, including operating expenses, that are not specifically and expressly included in the prize description above. In the event the stated prizes (or a portion thereof) are unavailable due to reasons beyond the control of the Sponsor, a prize of equivalent nature and value will be available to be won, or the Sponsor, in its sole option, may award the winner the

equivalent monetary value in lieu of prize. The prizes will be delivered only to the confirmed winners. The Releasees shall be responsible for any delays or any act or omissions whatsoever by any persons providing any of the prize fulfillment services. Shipped prizes shall not be insured and the Sponsor shall not assume any liability for lost, damaged or misdirected prizes.

Refusal to accept a prize releases the Releasees of all responsibility and obligations toward the winner of such prize. In no event shall Sponsor be held to award more prizes than what is mentioned in these Rules or to award prizes otherwise than in compliance with these Rules.

Releasees' failure to enforce any term of these Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**15) PROVINCE OF QUEBEC:** Any litigation respecting the conduct or organization of the contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize in the contest may be submitted to the Régie only for the purpose of helping the parties reach a fair settlement.

**16) PRIVACY/USE OF PERSONAL INFORMATION AND PUBLICITY RELEASE:**

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor or its partners about its products, and upcoming contests and promotions. Your decision whether or not to receive such communications will not affect your chances of winning. The Sponsor will only use the entrant's Personal Information for identified purposes and only if consent is given at the time of entry to provide you with information regarding upcoming promotions/Contest of the Sponsor. Your consent may be withdrawn at any time. Should you withdraw your consent, your entry into this Contest will be invalid. For more information regarding the manner of collection, use and disclosure of Personal Information by the Sponsor, please refer to the Sponsor's Privacy Policy at: <https://www.spccard.ca/privacy-policy>.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases Sponsor and the Promotion Parties from any liability with respect thereto.

**17) LAW:** The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the 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.

**18) OFFICIAL RULES:** These rules are available on the Contest website at <https://www.spccard.ca/contest> under “Official Contest Rules.” By entering the Contest, entrants affirm that they have read and accepted these Rules.