



**Contest Rules for Best Buy's "Click,share,win" contest
(the "Contest")
December 7-29, 2023
Sponsored by Best Buy Canada Ltd**

How to Enter

1. No purchase necessary.
2. Entries may be made between **3 p.m. EST on December 7, 2023 and 9 p.m. EST on December 29, 2023** (the "Contest Period"). To be eligible, participants must take a photo or video of the Best Buy space located at the Orangerie at the Great Christmas Market of Montreal and post it on their Instagram, Facebook or Tiktok account using the hashtag #BestBuyNoel or #BestBuyChristmas.
3. Multiple entries are allowed.
4. Entries that are fraudulent are not permitted and will be declared invalid.

Who Can Enter

5. The Contest is open to residents of Canada, who have reached the age of majority in their province of residence before the end of the Contest Period. Where an entrant is a minor, a parent or guardian who has reached the age of majority in his or her province of residence by the closing date of the Contest, must indicate acceptance of the Contest rules for the entrant to be eligible.
6. The Contest is not open to employees of Best Buy Canada Ltd. ("Best Buy") or its parent, subsidiaries, or affiliated companies, their advertising and promotion agencies, or their other representatives or agents, or anyone with whom any of the foregoing is domiciled.

The Prize

7. One eligible entry will be selected from the list of entries received and the account holder will receive a \$250 Best Buy gift card.
8. The total retail value of the prize is \$250 CAD.
9. Each prize must be accepted as awarded. The prizes may not be sold, transferred and no component thereof is convertible to cash.
10. Prizes to be administered by Best Buy. All of the above Prize details are subject to change without notice at the Best Buy's sole discretion.
11. All other expenses not specified herein are the sole responsibility of the winner.
12. Prizes are subject to the following restrictions:
 - a. Each Prize is non-transferable, non-exchangeable, and not redeemable for cash;
 - b. Each prize must be accepted as awarded and may not be sold; and
 - c. Best Buy reserves the right to substitute any of the prizes with a prize of equivalent retail value in the event the prizes are not reasonably available at their discretion.

Contest Draw

13. One (1) participant will be selected by random draw from all eligible entries submitted in Montreal at 2 p.m. on 30 December 2023.
14. Best Buy reserves the right to cancel the contest, disqualify and remove any entries that, at the discretion of the judging panel, are inappropriate, offensive, defamatory or humiliating.
15. Following the draw, the selected entrant will be contacted via direct message on their Instagram, Facebook or Tiktok account.
16. The prize will be mailed to the address chosen by the winner in Canada. In order to receive a prize, the selected entrant must:
 - a. sign a declaration stating that he/she:

- i. has read, understands and complies with the Contest rules;
 - ii. releases and discharges Best Buy and its parents, subsidiaries affiliates, officers, directors, employees, and agents (collectively, the “Released Parties”); and
 - iii. consents to the announcement of the winner's name and the use by or on behalf of Best Buy of the winner's name, address, photograph, likeness, voice or statements, and/or use of winning room for advertising and promotional purposes without any further compensation to the winner.
 - b. correctly answer a skill-testing question.
17. Unclaimed prizes will not be drawn again.
18. Should the prize winners fail to comply with any of the requirements set out in paragraph 1, their applicable prize will be automatically forfeited and another entrant will be selected by the judging panel.
19. The chances of winning a prize depend on the number of eligible entries received.

Consent to Personal Information Use and Disclosure

20. By entering the Contest, participants consent to Best Buy’s collection, use and disclosure of the personal information provided in Contest entries for the administration of the Contest and in aggregated, non-personal form in order to create reports regarding Contest entrant demographics and consumer habits, which reports Best Buy may disclose to others.

Disclaimer and Liability Exclusion

21. The Released Parties will not, under any circumstances, be responsible for, or liable to any Contest entrant or any other person for:
- a. any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest entries, regardless of the cause;
 - b. any failure for any reason whatsoever of the selected entrant to receive a prize notification email;
 - c. any changes in email addresses or email address assignments after Contest entry forms are submitted;
 - d. any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause; or
 - e. any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest or the submission of entries to the Contest or participation in the Contest or the Contest prize, or the use of the www.bestbuycanada.ca web site (including the downloading of any materials from that web site) and regardless of the cause or any negligence by Best Buy or anyone for whom Best Buy is responsible, and notwithstanding that Best Buy may have been advised of the possibility of such loss or damage being incurred.

Other Matters

22. If for any reason the Contest is not capable of being conducted as intended by Best Buy, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, Best Buy may, at its sole discretion, disqualify any entrant responsible for such misconduct and cancel, terminate, modify, or suspend the Contest.
23. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND BEST BUY RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.**
24. Return of any prize notification email as undeliverable may result in disqualification, and an alternate winner may be selected.
25. Decisions of Contest judges in respect of any aspect of the Contest are final and binding on all entrants.
26. Participation in the Contest constitutes acceptance and agreement to these Contest rules.
27. Best Buy reserves the right, at its option, to publish the winner's name, address, photograph, likeness, voice or statements without any further compensation to the winner.

28. The Contest is subject to all applicable federal, provincial and local laws and is void where prohibited by law. Best Buy may, where required by law, disclose contest entrant information to the government. If any provision of these rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
29. Best Buy may, where required by law, disclose contest entrant information to the government.
30. Any litigation respecting the conduct or organization of this publicity Contest may be submitted by a resident of the Province of Quebec to the Régie des alcools, des jeux et des courses for a ruling. Any litigation respecting the awarding of a prize may be submitted by a resident of the Province of Quebec to the Régie only for the purpose of helping the parties reach a settlement.