# PANASONIC BRING MAGIC ALIVE CONTEST OFFICIAL RULES

#### 1. KEY DATES:

The Panasonic Bring Magic Alive Contest (the "Contest") is sponsored by Panasonic Canada Inc. (the "Sponsor"). The Contest begins on October 10, 2018 at 12:01 a.m. Eastern Time ("ET") and ends on November 20, 2018 at 11:59 p.m. ET (the "Contest Period").

#### 2. ELIGIBILITY TO ENTER:

The Contest is open only to residents of Canada 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 living, whether related or not) of Panasonic Canada Inc. (the "Sponsor"), its advertising/promotion agencies and/or any other person or entity involved in the development, administration or execution of the Contest (collectively, "Contest Parties").

## 3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the "**Rules**").

#### 4. HOW TO ENTER:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. To be eligible to earn one (1) Entry (each, an "Entry" and collectively, the "Entries") go to https:\\go.panasonic.ca/magic (the "Website") and follow the on-screen instructions to fully complete the Official Contest Entry Form (the "Entry Form") with all required information, which includes, among other things, a requirement to: (i) enter your first name, last name, valid email address and postal code; and (ii) 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"). If your fully completed Entry Form is received in accordance with these Rules during the Contest Period (as determined by the Sponsor in its sole and absolute discretion), it will consist of one (1) Entry.

# 5. ENTRY LIMIT AND CONDITIONS:

There is a limit of one (1) Entry per person per day. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry per day; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties, and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries and/or Entry Forms (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor, the Entry is not submitted and received in accordance with these Rules during the Contest Period.

#### 6. PRIZES:

There will be a total of one hundred (100) "Weekly Prizes" and one (1) "Grand Prize" available in the contest (each, a "Prize" and collectively, the "Prizes") available to be won, as follows:

**Grand Prize**: There will be one (1) Grand Prize available to be won, consisting of a trip for two (2) to Montreal, Quebec, Canada including: airfare (economy) for the winner December 17 – December 20, 2018 from the major

Canadian airport nearest to the winner's place of residence; three (3) nights' accommodation for the winner in Montreal in a hotel to be chosen by the Sponsor in their sole and absolute discretion, a tour for two (2) of the Cirque du Soleil® International Headquarters (approx. 1.5 hours) and two (2) tickets to the premiere performance of Corteo<sup>TM</sup> Cirque du Soleil® at Bell Center in Montreal. The Grand Prize has an approximate retail prize value of \$2,500 CAD based on a Vancouver, British Columbia departure example, although the actual retail value may vary depending on the point of departure. No difference between the approximate retail value and the actual retail value will be provided.

<u>Weekly Prizes</u>: There will be a total of one hundred (100) Weekly Prizes. Approximate retail value of each prize ranges from \$19.99 - \$2,199.99 CAD (80 x \$19.99, 12 x \$59.99, 5 x \$299.99, 2 x \$699.99, 1 x \$2,199.99). The number of Weekly Prizes will decrease throughout the Contest as they are claimed in accordance with these Rules.

Each Prize must be accepted as awarded and is not transferable, assignable, sellable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory, including, without limitation, if the Cirque du Soleil® International Headquarters Tour or Premiere performance of Corteo<sup>TM</sup> Cirque du Soleil is delayed, postponed, cancelled, or does not occur for any reason. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable or convertible to cash (no substitutions except at Sponsor's option); (ii) all travel related to the Grand Prize must occur within the dates specified above unless Sponsor substitutes alternate dates (otherwise the Grand Prize will be forfeited in its entirety); (iii) the costs of everything not specifically stated above as included in the Grand Prize are the sole responsibility of the winner, including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for winner to and from the major Canadian airport nearest the winner's residence; transportation while in Montreal; excess baggage fees; and items of a personal nature (NOTE: winner may be required to present a valid major credit card in winner's name at the time of hotel check-in to cover any incidental expenses); (iv) if the winner does not utilize any part(s) of the Grand Prize, then any such part(s) not utilized will be forfeited in its entirety and nothing will be substituted in its place; in the event the winner lives within 200 km of Montreal, ground transportation will be substituted for airfare and winner will not be entitled to any difference in the value of the Grand Prize (v) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (vi) all travel arrangements relating to the Grand Prize must be made through the Sponsor or its designated agents; (vii) by accepting the Grand Prize, the winner and travel companion agree to waive all recourse against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part; (viii) all airline tickets are subject to availability at the time of booking; and (ix) neither Sponsor nor any of its prize suppliers will replace any lost or stolen tickets.

There is a limit of one (1) Weekly Prize per person.

# 7. ELIGIBLE WINNER SELECTION PROCESS:

**Weekly Prize Winners** 

On each of the "Weekly Draw Dates" listed in the following table in Mississauga, ON at 2:00 P.M. (ET), one (1) entrant at a time will be randomly selected a potential winner for the respective corresponding Weekly Prizes listed in the following table from among all Entries received prior to the corresponding "Weekly Entry Period Deadline". For greater certainty, any unselected Entry in any given draw will carry over into any subsequent draw(s). The odds of winning a Weekly Prize depend on the number of eligible Entries submitted and received in accordance with these Rules prior to the applicable Weekly Entry Period Deadline.

Weekly Prizes	Weekly Entry Period Deadline (ET)	Weekly Draw Date
Sixteen (16) Weekly Prizes, respectively: one (1) DMCGF7K camera valued at \$699.99, two (2) KKJ55MCA4BA battery packages valued at \$59.99 each, and thirteen (13) RPHJE120 headphones valued at \$19.99 each.	October 16, 2018 at 11:59 p.m.	October 17, 2018
Sixteen (16) Weekly Prizes, respectively: one NNST765S microwave valued at \$299.99, two (2) KKJ55MCA4BA battery packages valued at \$59.99 each, and thirteen (13) RPHJE120 headphones valued at \$19.99 each.	October 23, 2018 at 11:59 p.m.	October 24, 2018
Seventeen (17) Weekly Prizes, respectively: one (1) TC60CX650 television valued at \$2,199.99, one (1) NNST765S microwave valued at \$299.99, two (2) KKJ55MCA4BA battery packages valued at \$59,.99 each, and thirteen (13) RPHJE120 headphones valued at \$19.99 each.	October 30, 2018 at 11:59 p.m.	October 31, 2018
Seventeen (17) Weekly Prizes, respectively: one NNST765S microwave valued at \$299.99, two (2) KKJ55MCA4BA battery packages valued at \$59.99 each, and fourteen (14) RPHJE120 headphones valued at \$19.99 each.	November 6, 2018 at 11:59 p.m.	November 7, 2018
Seventeen (17) Weekly Prizes, respectively: one NNST765S microwave	November 13, 2018 at 11:59 p.m.	November 14, 2018

valued at \$299.99, two (2) KKJ55MCA4BA battery packages valued at \$59.99 each, and fourteen (14) RPHJE120 headphones valued at \$19.99 each.		
Seventeen (17) Weekly Prizes, respectively: one (1) DMCGF7K camera valued at \$699.99, one NNST765S microwave valued at \$299.99, two (2) KKJ55MCA4BA battery packages valued at \$59.99 each, and thirteen (13) RPHJE120 headphones valued at \$19.99 each.	November 20, 2018 at 11:59 p.m.	November 21, 2018

#### **Grand Prize Winner**

On November 26, 2018 ("Grand Prize Draw Date", in Mississauga, ON at 2:00 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received during the Contest Period in accordance with these Rules as the eligible winner of a Grand Prize. The odds of winning the Grand Prize depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.

## 8. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible winner by email within five (5) business days of November 26, 2018. If an eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable, then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### 9. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS THE WINNER OR AN ELIGIBLE WINNER.

BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within five (5) business days of notification the Sponsor's declaration and release form, and in the case of the Grand Prize trip, a declaration and release form signed by the travel companion (or their parent/legal guardian if a minor) which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in

any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet.

Potential Prize winners will be required to provide: their first and last name, their valid shipping address, their phone number, and any other information necessary to fulfill their Prize.

If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 7 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### 10. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Materials, Request and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) 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; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right subject only to the approval of the Régie des alcools, des courses et des jeux du Québec (the "**Régie**"), to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, 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. The Sponsor reserves the right, in its 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.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: https:\\go.panasonic.ca/magic). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Entry, Entry Materials, Request and/or other information 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 Sponsor, in its 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 des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

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

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

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