

**Blue Cross of Canada INSTAGRAM CONTEST**  
**OFFICIAL RULES & REGULATIONS**

**THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA**  
**AND IS GOVERNED BY CANADIAN LAW**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

**THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM. INFORMATION IS BEING PROVIDED TO THE SPONSOR (DEFINED BELOW), NOT TO INSTAGRAM. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE CONTEST SHOULD BE DIRECTED TO THE SPONSOR AND NOT TO INSTAGRAM. YOUR PARTICIPATION IN THIS CONTEST MUST COMPLY WITH ALL APPLICABLE INSTAGRAM TERMS OF SERVICE. IN THE EVENT OF ANY VIOLATION OF SUCH TERMS OF SERVICE, THE SPONSOR MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, DISQUALIFY YOU FROM THE CONTEST.**

Sponsored By: Blue Cross of Canada (“Sponsor”)

**1. Eligibility:** This Contest is open only to legal residents of Canada who participate through the Instagram post and who are 18 years of age or older as of the date of entry. Employees of the Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, provincial, and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating in the Contest, an eligible individual (“the Entrant”) agrees to be fully unconditionally bound by these Rules, and the Entrant represents and warrants that he/she/they meet the eligibility requirements. In addition, the Entrant agrees to accept the decisions of Sponsor as final and binding as it relates to the content of this Contest.

**3. Contest Period:** Entries will be accepted online starting on [Friday, July 28, 2023, 10:00 AM EST] and ending [Friday, August 4, 2023, 5:00 PM EST] (the “Entry Period”). All online entries must be received by Friday, August 4, 2023, 5:00 PM EST.

**4. How to Enter:** The Contest must be entered through Instagram. Each Entrant must fulfill all Contest requirements, as specified, to be eligible to win a prize.

To enter the Contest, the Entrant must:

1. Follow the @BlueCrossofCanada Instagram page
2. Like the Contest post
3. Share their dream vacation in the comments and tag a friend

Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor. If the Entrant uses fraudulent methods or otherwise attempts to circumvent the rules, their submission may be removed from eligibility at the sole discretion of Sponsor, and an alternate Winner will be selected. The selection of winners is final and binding in all respects. Limit one

(1) entry per person using only one Instagram account during the Entry Period. Entry requests generated by script, macro or other automated or improper means are void.

**5. Prizes:** The Winner of the Contest (the “Winner”) will receive a \$150 Air Canada gift card. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Sponsor. All prizes are awarded “as-is” with no guarantee, either express or implied. No cash or other prize substitution shall be permitted except at Sponsor discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, provincial, and/or local taxes, shall be the sole responsibility of Winner. Acceptance of prize constitutes permission for Sponsor to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification:** The Winner will be selected by a random draw under the supervision of Sponsor. The Winner will be notified by Instagram Direct Message within one day (1) day following the selection of the Winner and shall be required to correctly answer an unaided, time-limited, mathematical skill-testing question. The Sponsor shall have no liability for the Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for the Winner’s provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within three (3) business days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by the Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, provincial, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (AT THE SPONSOR’S SOLE DISCRETION) WILL RESULT IN THE WINNER’S DISQUALIFICATION AS THE WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Comment Conditions:** Comments may be removed from the Blue Cross of Canada Instagram page, and the corresponding entry may be deemed void, if Sponsor determines, in its sole discretion, that a comment is (a) sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) promotes alcohol, illegal drugs, tobacco or firearms/weapons; (c) promotes any activities that may appear unsafe or dangerous; (d) is obscene or offensive; (e) endorses any form of hate or hate group; (f) contains defamatory or disparaging remarks about other people or any companies; (g) contains personal identification, such as personal names or email addresses; (h) contains materials owned or controlled by others, without permission; (i) communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; or (j) violates any law.

**9. Communications and Image Rights:** Each Winner hereby grants to the Sponsor or its designated representative the irrevocable, exclusive right, title and license to use for a period of one (1) year from the launch of the Contest, all social media imagery related to the Contest, the Sponsor, their Instagram handles (name they use on the Platform), and the Entry (collectively, the “Materials”), on the Sponsor’s Social Platform and website, and in connection with the present Contest only. The foregoing rights shall include the right for the Sponsor or its designated representative to promote the posts by way of paid advertising. The Winners hereby waives any moral rights or personality rights in the Materials in connection with such grant of rights in favour of the Sponsor, or otherwise assigns such rights to the Sponsor. By entering this Contest, the Entrant represents and warrants that your entry is an original

work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, the Entrant will be disqualified at the sole discretion of Sponsor. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, the Entrant shall, at your sole expense, defend or settle against such claims. The Entrant shall indemnify, defend, and hold harmless Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right. Winners may be required to complete and return an affidavit of eligibility/liability release and publicity release.

**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 participants 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.

By entering the Contest and/or accepting a prize, and in consideration thereof, all entrants and winners: (1) agree to be bound by these Rules; and (2) agree to release, indemnify, and hold harmless Sponsor and Instagram and their affiliates and each of their respective officers, directors, employees and agents ("Released Parties") from any and all liability for any claim, loss, harm, damages, regulatory action, costs or expenses (including without limitation property damages, personal injury and/or death) arising out of participating in the Contest, the acceptance, possession, use or misuse of a prize, or claims based on publicity rights, defamation or invasion of privacy, copyright infringement, trademark infringement or infringement of any other intellectual property right.

The Released Parties will not be liable for: (i) any failure of any website or any social 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 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 or social platform; (iv) any injury or damage to a participant'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.

Persons who tamper with or abuse any portion of the Contest, as solely determined by Sponsor, will be disqualified.

The Sponsor reserves 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 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 participant 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: [bluecross.ca/terms-of-use](http://bluecross.ca/terms-of-use)). 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 information that you provide in connection with the Contest will not be provided to third parties, except as necessary for the administration of the Contest or as required by law or legal process. By entering, each entrant acknowledges that Sponsor has the right at all times to disclose information (including the identity of the entrant) as necessary to satisfy any law, regulation, or valid governmental request.

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 Sponsor, for purposes of verifying compliance by any participant, Entry, 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.

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 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 English Rules shall prevail, govern and control to the fullest extent permitted by law.

**11. For Quebec residents only:** 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.

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.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, 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. The parties hereby consent to the

exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

For a list of winners available after August 7, 2023 or a copy of the official Rules, please send a self-addressed, stamped envelope between August 7, 2023 and October 10, 2023 to: Kaiser & Partners Inc. C/O Spaces at 320 Bay St., Suite #456, Toronto, ON M5H 4A6. Please specify “Blue Cross of Canada Instagram Contest” winner list on the outer envelope or visit [www.instagram.com/bluecrossofcanada/](http://www.instagram.com/bluecrossofcanada/). The winner name/list will be posted after winner confirmation is complete.