

OFFICIAL CONTEST RULES for CONSUMERS
Fairstone "Finance in a Flash" Contest

BY PARTICIPATING IN THIS CONTEST ALL ENTRANTS AGREE TO BE BOUND BY THESE RULES.

THE CONTEST:

The Fairstone Finance in a Flash Contest (the "**Contest**") is conducted by Fairstone Financial Inc. ("Fairstone", or the "**Sponsor**") and is open to all persons who meet the eligibility requirements set forth below (each an "**Entrant**"). The Contest runs from November 1, 2019 at 12:01:01 a.m. Eastern Time until November 30, 2019 at 11:59:59 p.m. Eastern Time (the "**Contest Period**") at participating retailers* throughout Canada (each, a "**Retailer**", and collectively, the "**Retailers**", as more particularly detailed below).

ELIGIBILITY:

In order to participate in the Contest, an Entrant must satisfy the following eligibility requirements:

- be a legal resident of Canada;
- have reached the age of majority in the province or territory of entry into the Contest at the time of entry;
- have a retail credit card account issued by Fairstone Financial Inc. ("Account") with at least one of the participating Retailers that is in good standing at the time the prize is awarded (If you would like to confirm if a particular Retailer is participating, please contact < can_mkt_355_well@fairstone.ca > to inquire);
- The Contest is not open to employees or agents of Fairstone, or their respective parents, affiliates, subsidiaries, agents, and any entity involved in the production, implementation, promotion, administration, or fulfillment of the Contest (collectively, the "**Administrators**") and individuals living in the same households of each of the above.

PRIZES:

There are four (4) prizes available to be won (individually, a "**Prize**" and collectively, the "**Prizes**"). Each Prize consists of a credit to the Fairstone issued Credit Card account of the selected Entrant in an amount equal to the sum of all eligible purchases made at the participating Retailer store during the Contest Period, less the amount of any items returned prior to the end of the Contest Period, with a minimum prize amount of \$1,000.00 CDN and up to a maximum of \$5,000.00 CDN.

In the event that a selected Entrant entered the contest via the "no purchase required" method, the Prize will consist of a credit to the account of the selected Entrant in an amount equal to the minimum amount eligible to be won by any other qualifying Entrant during the Contest Period.

The approximate retail value of each Prize is \$5,000.00 CDN maximum, but can range from \$1,000.00 CDN to \$5,000.00 CDN depending on the highest purchase amount. The Prizes will be awarded to the selected Entrants identified on the entries that are drawn. The selected Entrant's Fairstone issued Credit Card account must be in good standing in order for the Entrant to be declared the winner and to receive the Prize.

HOW TO PARTICIPATE:

Every time you make a purchase at a Retailer store using your *Fairstone issued Credit Card* during the Contest Period, you will automatically receive one (1) entry into the Contest. In the event of a full return (i.e. all of the items that were purchased are returned), the entry will be withdrawn from the Contest. Purchases made on a supplementary card on a primary accountholder's account will count as an entry for the primary accountholder. There is no limit to the number of entries per account. During the Contest Period, there is a maximum of one Prize awarded per entrant and one (1) Prize per Retailer location.

BONUS ENTRY:

To receive a bonus entry into the Contest, you must take a picture with your purchase and submit to Promo.Fairstone.ca/Flash during the Contest Period. In the event of a full return (i.e. all of the items that were purchased are returned), the entry will be withdrawn from the contest. Purchases made on a supplementary card on a primary accountholder's account will count as an entry for the primary accountholder. Limit of one (1) bonus entry per account.

Upon submission of bonus entry, Entrant consents to the use by Fairstone and/or participating retailer of Entrant's name, address and/or photographs in any advertising or publicity, without limitation, and without payment, compensation or liability. This consent includes, without limitation, consent to the publication on the Fairstone and participation retailers' website(s), microsite(s), and e-newsletter, social media outlets, among other locations, of Entrant's photographs, name, face and any other biographical details that Entrant provides to Fairstone representatives regarding the Prize, the Contest, or any thoughts/feelings about winning the Prize (which may be quoted in a complete or an abridged format).

NO PURCHASE REQUIRED: Receive one Contest entry when you hand-print your name (as it appears on your *Fairstone issued Credit Card*), complete mailing address, telephone number and age on a plain 3" x 5" piece of paper and mail it in a sealed envelope to: Fairstone Finance in a Flash Contest, 255 Queens Avenue, Suite 1000, London, Ontario N6A 5R8 [Attention: MARKETING]. Enter as often as you wish by mail, but each entry must be mailed in a separate envelope with sufficient postage and postmarked **no later than** November 30, 2019 and must be received on or before December 6, 2019. Incomplete entries are ineligible. No photocopied, computer-generated facsimiles, mechanically reproduced, or mass entries permitted. Entries become the property of Fairstone and will not be acknowledged or returned.

THE DRAW AND NOTIFICATION:

There will be four (4) random draws from all the eligible entries submitted by the end of the Contest Period. The draw will take place on January 8, 2020, on or about 2:00 PM (EDT) at 255 Queens Avenue, Suite 1000, London, Ontario N6A 5R8 and will be conducted by an independent judge whose decisions are final and binding in all matters relating to this Contest. The draw will be for the Prizes as defined above.

The selected Entrants will be contacted by telephone by January 15, 2020 and must correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question, sign a declaration and release in the form provided by Fairstone and have complied with all Contest Rules in order to be declared a winner.

ODDS OF WINNING:

The odds of winning this Contest depend upon the total number of eligible entries received.

TO WIN:

If your name is drawn, and in order to be declared a winner, you must have complied with all Contest Rules. You must also correctly answer, unaided, a time-limited, mathematical skill-testing question, which will be administered by a Fairstone representative via email, fax, or mail. Then, after Fairstone verifies whether you have complied with these rules, you must sign Fairstone's standard release form before being entitled to receive the Prize. That form also contains your consent to the use of your name, address and/or photograph in advertising or other publicity by Fairstone and/or its agencies, without any payment or other compensation to you, including without limitation, publication on the Fairstone website(s), microsite(s) and e-newsletters, among other locations, of your name, the fact that you are a Fairstone customer, that you are a Prize winner, any other basic biographical details you provide to Fairstone representatives when claiming your Prize, and any statements you make to Fairstone representatives regarding the Prize, the Contest, or your thoughts/feelings about winning the Prize (which may be quoted in a complete or an abridged format).

You must complete, sign and return (electronically, fax or mail) the standard release form to Fairstone within five (5) business days of receiving it or you may be disqualified and Fairstone may select another entrant for a chance to win if time permits.

In the event that the selected Entrant (i) cannot be contacted after three (3) attempts, (ii) fails to correctly answer the skill-testing question, or (iii) fails to sign and return the declaration and release in the time period provided, he or she will forfeit the Prize in question and a redraw from the remaining eligible entries will occur. The declaration and release forms to be completed by the selected Entrant pursuant to these Contest Rules **must** be returned within five (5) business days of issuance of notification. **Non-compliance with any of the foregoing may result in disqualification and awarding of Prize to an alternate Entrant.**

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY FAIRSTONE OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL THE ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. FAIRSTONE WILL NOT ACCEPT OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

FULFILLMENT:

All Prizes will be awarded on or before 5:00 p.m. on March 31, 2020.

PRIZE RESTRICTIONS:

The Prizes must be accepted as awarded and cannot be transferred, exchanged, substituted, or redeemed for cash. If for any reason the Prizes are unavailable, Fairstone reserves the right to substitute a prize or prize component for one of equal or greater value. Fairstone will not be responsible, however, and cash or other substitutions will not be provided, if any factor beyond Fairstone's reasonable control prevents any part(s) of the Prize from being fulfilled.

GENERAL TERMS AND CONDITIONS OF PARTICIPATION:

By participating in this Contest, each Entrant agrees:

- a) to be bound by these Contest Rules and the decisions of Fairstone and the Administrators, which decisions shall be final and binding;
- b) to the unrestricted use, by Fairstone, in its discretion, or its agents, of his/her name and/or likeness, address, city/province or territory of residence, photograph, picture, portrait, voice, and ideas for advertising, promotional purposes, and/or trade and/or any other purpose in any media or format now or hereafter known without further compensation, permission, or notification, other than the value of the prize offered;
- c) to sign a publicity release granting and acknowledging the rights of Fairstone, in its discretion, or its agents, to publish or broadcast the selected Entrant's picture, portrait, likeness, name, address, voice and statements for publicity purposes, without any further compensation, other than the value of the prize offered;
- d) that, by entering this Contest, the Entrant releases Fairstone and Administrators and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any liability for loss, harm, damages, costs and/or expenses, arising out of or in any way connected with participation in this Contest, participation in any prize-related activity, the awarding of a Prize, the use of personal information as aforementioned, or the acceptance, use or misuse of a Prize, including, without limitation, loss, harm, damages, costs and/or expenses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom;
- e) the Entrant will sign declaration and release forms, or such other supporting documentation that Fairstone may request, to give effect to such release upon request by Fairstone;
- f) Fairstone is not responsible for lost, incomplete, illegible, late, misdirected, stolen, postage-due, or mutilated entries or mail; any error, omission, interruption, defect or delay in transmission or communication; technical or mechanical malfunctions; failures or malfunctions of phones, phone lines, or telephone systems; interrupted or unavailable cable or satellite systems; errors in these rules, in any Contest-related advertisements or other

materials; failures of electronic equipment, computer hardware or software; or inaccurate entry information, whether caused by equipment, programming used in this Contest, human processing error, or otherwise.

g) Fairstone reserves the right to terminate or suspend the Contest in whole or in part, and at Fairstone's discretion, award none, some or all of the prizes in a random draw from all entries received up until the date and/or time that the Contest terminated, for any reason, including, but not limited to, if events beyond its reasonable control make continuation not feasible, or if the integrity of the Contest is impaired for any reason including, but not limited to, the loss or destruction of ballots and/or ballot boxes, if a virus, bug, computer, electronic or system malfunction, or if human error or another cause beyond Fairstone's control should corrupt the administration, security or fair play of this Contest. Fairstone also reserves the right to amend these Contest rules at any time and without notice to entrants for any reason, including, but not limited to, correcting clerical errors in the Contest rules or advertising materials. All of Fairstone's decisions concerning the Contest are final.

h) In Québec only, pursuant to Section 5(10) of the *Rules Respecting Publicity Contests (Quebec)*, 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.

ADDITIONAL TERMS:

The Contest is subject to all applicable federal, provincial and municipal laws and regulations. All entries become the property of Fairstone, and no correspondence will be entered into except with the selected Entrant.

These are the Contest Rules. These Contest Rules are subject to change without notice. Fairstone reserves the right to amend, withdraw, or terminate all or any portion of this Contest at any time for any reason without prior notice. Fairstone reserves the right to cancel or suspend this Contest in the event of any accident, printing, administrative, or other error of any kind without prior notice or obligation. In the event of a conflict between these Contest Rules published in the English language and these Contest Rules published in the French language, the English language version shall prevail.

Any litigation with respect to the Contest must be commenced in the City of Toronto, Ontario.

PRIVACY:

By entering this Contest, you agree to provide such personal information to Fairstone that is necessary to administer the Contest. Your personal information will be used in accordance with Fairstone's Privacy of Personal Information Statement found at Fairstone.ca/privacy.