

Draw held by the Fondation Charles-Bruneau

THE TOTAL NET PROCEEDS FROM THIS DRAW WILL BE EARMARKED FOR CHARITABLE PURPOSES

The Draw runs from Thursday, December 21, 2018, at noon Montreal time (hereafter referred to as the "Opening Date of the Draw") until Wednesday, July 3, 2019, at 11:59 p.m, Montreal time (hereafter referred to as the "Closing Date of the Draw").

The **FINAL DRAW** will be held on July 4, 2019, at 1:00 p.m. at the offices of CRI Agence, located at 85 St-Paul Street West, Suite 120, Montreal, Quebec, H2Y 3V4.

The Draw is in no way sponsored, endorsed, administered by, or associated with the Canadian Imperial Bank of Commerce ("CIBC").

In order to meet the general conditions cited on the back of the Draw tickets, the Fondation Charles-Bruneau (hereafter referred to as the "Fondation") has set out complete conditions for the 2019 Draw in this regulation.

DRAW REGULATION (RACJ: licence no. 428242-1, file no. 11-11192-1)

1. ELIGIBILITY

1.1 The Draw is intended for Quebec residents aged 18 or over, with the exception of the members of the board of directors and permanent employees of the Fondation and of persons living with them.

1.2 The Fondation reserves the right to verify the age, identity and place of residence of all persons claiming a prize.

2. HOW TO PARTICIPATE

2.1 The Fondation has made 14,000 tickets available for sale at a cost of \$10 each. Each ticket gives the Participant a chance to win one of the seven prizes described below, which have an approximate total value of \$14,016. Tickets are available at the Fondation (4515 de Rouen Street, Montreal), through its website at www.charlesbruneau.qc.ca/tirage, at CIBC banking centres from (to come) and through persons authorized by the Fondation. The Fondation must receive payment for all online ticket purchases as well as the stubs from Draw tickets purchased in person by no later than the Closing Date of the Draw (July 3, 2019). Note that tickets will only be available for sale in Quebec.

3. DETAILS ON PRIZES

Each Draw ticket gives the holder a chance to win one of the six (6) following prizes. The Draw will be conducted in the following order:

3.1 The first ticket drawn will receive one (1) Louis Garneau bike valued at approximately \$1,000.

3.2 The second ticket drawn will receive one (1) one-night package at the Fairmont Le Manoir Richelieu hotel in Charlevoix, Quebec and a Via Rail travel pass for a total value of approximately \$1,500:

The prize includes, for reference purposes only:

- One (1) night at the Fairmont hotel (double occupancy)
- Breakfast for 2 people

- 1 round of golf for 2 people
- \$50 in casino chips at the Casino de Charlevoix for 2 people

*Certificate subject to hotel availability (not valid during the winter holidays from December 15, 2018 to January 1, 2019, spring break (March 4 to 8, 2019), the construction holiday (July 21 to August 3, 2019), statutory holidays and holiday weekends).

3.3 The third ticket drawn will receive a Mont Tremblant Ski Resort package valued at approximately \$1,000:

The prize includes, for reference purposes only:

- 2 nights at the Ermitage du Lac hotel (double occupancy)
- Breakfast for 2 people
- A choice between 4 rounds of golf for Summer 2019 OR 4 ski passes for Winter 2019-2020

*The certificate is valid from 07/07/2019 to 04/20/2020 and is subject to hotel availability.

3.4 The fourth ticket drawn will receive a Lowe's Canada gift card valued at approximately \$3,000.

*The gift card can be redeemed at RONA and Réno-Dépôt stores in Quebec.

3.5 The fifth ticket drawn will receive a La Forfaiterie gift certificate valued at approximately \$3,000:

3.6 The sixth ticket drawn will receive a mountain bike trip for two (2) on the Côte d'Azur in France, valued at approximately \$4,500 (based on a Montreal departure).

The prize includes, for reference purposes only:

- Round trip economy airfare
- 7 nights' accommodation at the Club Bagatelle 3* hotel located in a large park, with full board (3 meals per day)
- On-site service and access to trails
- Airport transfers
- Taxes

The prize does not include, for reference purposes only:

- The client's contribution to the Compensation Fund consisting of \$1 for every \$1000
- Excursions and outings other than the one mentioned
- Seat selection and airline baggage fees

4. ADDITIONAL DETAILS REGARDING THE MOUNTAIN BIKE TRIP ON THE CÔTE D'AZUR FOR TWO PEOPLE (sixth ticket drawn).

4.1 The prize includes round trip airfare from Montreal to Nice in economy class, airport transfers, 7 nights' accommodation at the Club Bagatelle 3* hotel in a standard room with full board (3 meals per day), on-site service and access to the bike path for two people. The mountain bike package is suitable for both regular and electric mountain bikes.

4.1.1 Suitable for both beginner cyclists (introduction on easy trails with no major technical challenges) and experienced cyclists (technical and challenging trails).

4.2 Travel dates are subject to the availability of prize suppliers (including air carriers and accommodation) at the time of booking. No booking is made in advance.

4.3 The trip must be taken in spring 2020. The winner may choose his/her preferred date between the end of March and beginning of May 2020.

4.4 The booking must be made at least 12 weeks before departure.

4.5 Gendrontours makes no guarantee, either expressed or implied, legal or otherwise, as to the certificates. In accordance with the stated conditions, Gendrontours is not liable in the event that the certificates cannot be used.

4.6 It is the traveller's responsibility to ensure that he/she has the correct travel documents for his/her situation (ex. visa, passport, etc.)

4.7 Any fees or expenses other than those mentioned above shall be the responsibility of the winner and/or his/her guest, including transportation to a destination other than the airport transfer mentioned above and activities at destinations that are not included, insurance and passport fees, telephone and internet fees, travel expenses, personal expenses, tips and airline baggage fees.

4.8 The winner and the person accompanying him/her must travel together for departure and return and hold a valid passport for the duration of the prize trip.

4.9 If the trip or a portion of the trip is not used, no compensation will be awarded to the winner or the person accompanying them.

4.10 The prize is non-exchangeable, non-refundable and non-transferable and has no cash value.

4.11 The following expenses are not included in the prize and are the sole responsibility of the Winner and their Guest:

- Optional excursions or personal expenses
- Additional services or activities
- Wine, champagne and spirits à la carte
- Travel, health and/or cancellation insurance

4.12 The Winner must enter into an agreement with Gendrontours which shall govern the contractual relationship between Gendrontours and the Winner, particularly concerning liability in the event that the Winner or Gendontours should fail to fulfil their respective obligations with regard to the trip.

4.13 As such, the Winner must book his/her trip through Gendrontours.

4.14 The "Foundation" and/or Gendrontours reserve the right to modify details of the trip without notice, particularly, and without prejudice to the generality of the foregoing, depending on availability or travel costs, as well as any other details of the accommodation included in the prize.

5. DRAW

5.1 The Draw will be held on Thursday, July 4, 2019, at 1:00 p.m. Montreal time, at the offices of CRI Agence, located at 85 St-Paul Street West, Suite 120, Montreal, QC, H2Y 3V4.

The Draw will include all participants who purchased an entry ticket via the Internet or at CIBC banking centres and who have paid for their ticket. For online ticket purchases, payment must be made prior to the Closing Date of the Draw (July 3, 2019). For the purchase of tickets by telephone or in person at the Fondation, ticket stubs must be returned to the Fondation by no later than the Closing Date of the Draw (July 3, 2019).

Chances of winning. The chances that a Participant's ticket will be selected depend on the number of tickets sold during the Draw period.

6. CLAIMING OF PRIZES

6.1 The Fondation will contact each Winner within five (5) business days of the Draw date. Each Winner must sign a document attesting that he or she has taken possession of his or her prize under the conditions cited in this regulation and exempting the Fondation, its sponsors and their respective administrators, directors, employees, representatives and agents from liability stemming from loss, damages, claims, demands, actions, procedures, liabilities, expenses and costs and from obligations of any nature or kind incurred or engaged in by the Winner or any other person in relation to the Draw or the prize.

6.2 If it is not possible to contact the selected Participant within 15 business days or if the Participant refuses the prize, the selected Participant will not be entitled to his or her prize and the Fondation may proceed with another Draw in order to select another Participant for the prize in question. The Participant's non-compliance with one of the conditions mentioned above or with any other condition set out in this regulation will entail the disqualification of the said Participant.

6.3 In each instance where a prize is claimed, the Fondation will present the prize solely to the person whose name is featured on the Draw ticket (paper or electronic version) or to any other person designated in writing by the said Winner.

6.4 In the event that a Participant selected for a prize is deemed ineligible to take part in the Draw, he or she will be disqualified. The Fondation will thereby refer the matter to the *Régie des alcools, des courses et des jeux*, which will determine how to attribute the prize. Such a procedure will not affect the attribution of the other prizes.

6.5 The prizes must be claimed before September 2, 2019, 5:00 p.m, at the head offices of the Fondation Charles-Bruneau, located at 4515 de Rouen Street, Montreal, Quebec, H1V 1H1, (514) 256-0404, fax (514) 256-2116, email: fondation@charlesbruneau.qc.ca

6.6 The prizes may not be converted into cash and must be accepted as is. Images displayed on the website may differ from the prices offered. They are for illustrative purposes only.

6.7 Any Winner who does not claim his or her prize before September 3, 2019 at 5:00 p.m., will be deemed to have disclaimed the prize in question. The Fondation will therefore refer the matter to the *Régie des alcools, des courses et des jeux*, which will determine how to attribute the prize in question.

6.8 Any conflict will be referred to *the Régie des alcools, des courses et des jeux*, and its decision will be final.

7. EXCLUSION OF LIABILITY

7.1 In order to take part in a getaway, guests must complete and sign a Declaration and Exemption of Liability form (hereafter referred to as the "Declaration Form") specifically recognizing the exemption from liability of the Fondation, CIBC and their respective directors, officers, senior management, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors, authorized agents, advertising agencies and their successors and assigns stemming from any injury, accident, loss or misfortune related to the Draw or the prizes.

7.2 Participants fully and irrevocably release CIBC and its directors, officers, senior management, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors, authorized agents, advertising agencies and their successors and assigns from any and all liability, actions, causes of action (including negligence), claims, costs or payments which participants may now have or hereafter be entitled to assert, including for any injury, loss or damage of any kind caused to themselves or any other person, including physical injury, death and property damages, resulting in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of any prize, participation in the Draw, any breach of the regulations, or any prize related activity. CIBC makes no warranty, guaranty or representation of any kind concerning any prize and disclaims any implied warranty.

8. PERSONAL INFORMATION

8.1 Where applicable, the Participant shall authorize the Fondation and any of its sponsors to use his or her name, photograph, likeness, voice and/or declarations concerning his or her prize for advertising purposes or for any other purposes related to the activities of the Fondation, with no form of remuneration.

9. COMPENSATION BY THE PARTICIPANT

9.1 By taking part in the Draw, the Participant shall:

- Waive his or her right to hold liable the Fondation, its parent companies, affiliates, partners, suppliers and sponsors, as well as their advertising agencies and directors, managers, employees, representatives and agents for any injury, loss or damage to the Participant or any other person, including personal injury, death, or property damage stemming in whole or in part, directly or indirectly, from the acceptance, possession, use or abuse of the Prize, from participation in the Draw, or from any violation of this regulation or activity related to the Prize;
- Agree to fully compensate the Fondation, its parent companies, affiliates, partners, suppliers and sponsors, as well as their advertising agencies, directors, managers, employees, representatives and agents for any claims made by third parties related to this Draw, without restriction.

10. MISCELLANEOUS

10.1 The companies whose products are offered as prizes and mentioned above are in no way associated with this Draw and under no circumstances may they be held liable for the progress of the Draw or for any other aspect of it.

10.2 The Fondation and the other beneficiaries of the exclusion of liability will not be liable for letters and entry forms that are illegible, incomplete, lost, forwarded to the wrong address or late; such letters or entry forms will be deemed invalid.

10.3 The Fondation reserves the right, at its sole discretion, to exclude from this Draw and from any subsequent Draw or promotion held by the Fondation, any person guilty or suspected of tampering with the processing of codes or the progress of the Draw or the Draw website; of acting in breach of this regulation or in an underhanded manner or a manner that hinders or is intended to importune, torment, threaten or harass

another person. Any attempt to deliberately damage the Draw website or any related website or to damage the legitimate progress of this Draw shall constitute a violation of criminal and civil laws. Under such circumstances, the Fondation shall have the right to initiate legal proceedings for damages, based on the scope of the liability provided for under law.

10.4 Without prejudice to what is otherwise set out in this regulation, all decisions of the Fondation and the organization overseeing the Draw are final and without appeal in regards to all components of the Draw. Participation in this Draw entails the acceptance of this regulation.

11. RECOURSE TO THE *RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX DU QUÉBEC*

A dispute concerning the organization or management of the Draw may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for adjudication. A dispute concerning the attribution of a prize may be submitted to the *Régie* solely for purposes of an intervention aimed at resolving it.

12. LANGUAGE

In the event of a discrepancy between the French and English versions of this regulation, the French version shall prevail.

13. SEVERABILITY OF PARAGRAPHS

If a paragraph in this regulation is declared or judged illegal, unenforceable or invalid by a competent court, the paragraph in question will be deemed invalid, though all of the other paragraphs that are not affected will apply within the limits permitted by the law.

14. INTELLECTUAL PROPERTY

All intellectual property and all promotional material, Web pages and source codes are the property of the Fondation or its affiliate, except for the intellectual property owned by CIBC. Copyright. The unauthorized copy or use of material protected by copyright or of trademarks without the expressed written consent of its owner is strictly forbidden.

15. FINAL PROVISION

This constitutes the official regulation of the Draw. This Draw is subject to federal, provincial and municipal laws and regulations. Where required, the regulation governing this Draw may be modified without prior notice with the consent of the *Régie*, in particular to render it compliant with all federal, provincial or municipal laws or with the policy of any entity with the competence to govern the Fondation.

Number of tickets printed: 14,000, numbered from 00 001 to 14,000

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