

# The Samsung Canada Holiday Games

## RULES AND REGULATIONS

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By participating in the Holiday Games (“Event”) entrants agree to abide by these Official Rules. The decisions of Samsung (defined below) and/or its representatives with respect to all aspects of the Event are final. The information you provide will only be used to administer the Event in accordance with the Samsung Electronics Canada Inc.’s (“Samsung”) privacy policy.

The Event will commence at approximately 2:00 PM (ET) on December 18, 2021. All times are Eastern times.

- 1. ELIGIBILITY:** To enter the Event and be eligible to win, a person must be a legal resident of Canada who at the time of entry has reached the age of majority in the province/territory in which they reside and must be able to attend the Event at the Event Location (defined below). The Event is not open to employees of the Sponsor, affiliated companies, representatives or agents, their respective advertising or promotional agencies, or a member of any such employee’s immediate family (regardless of where they live) or persons with whom any of the above are domiciled (whether related to the employee or not). In these Rules & Regulations (the “Official Rules”), “immediate family” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse.
- 2. HOW TO PARTICIPATE:** To enter the Event, visit the Samsung Experience Store at the CF Toronto Eaton Centre located at 220 Yonge St, Toronto, ON M5B 2H1 (the “Event Location”) at approximately 2:00 PM ET on December 18, 2021. The first fifty (50) people (the “Selected Participants”) to arrive at the Event Location who are interested in participating in the Contest and who meet the eligibility requirements set out above will be selected to participate in the Event. There are a maximum of fifty (50) Event slots (each an “Event Slot”) that will be filled during the Event. The Selected Participants must first complete, prior to participating in the Event, a publicity release form (the “Publicity Form”) granting permission to Samsung and those acting under Samsung’s authority the right to record and/or photograph the Selected Participants during the Event and granting the use of their name, photograph, likeness, voice, image and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval. Please note, the Event will be live streamed and by visiting the Event Location during the Event, you accept that you may appear in any video recordings or photographs of the Event. Samsung reserves the right to disqualify a Selected Participant and remove them from the Event if the Selected Participant engages in non-sportsmanlike or disruptive behaviour, or behaviour with the intent to annoy, abuse, threaten or harass any other person. Samsung is not responsible if the Event is delayed, postponed or cancelled for any reason.

Entry requirements into the Event are subject to fluctuations and dependent on the evolution of COVID-19 both in Toronto as determined by the federal, provincial, municipal or local government requirements in addition to those that may be required by the Event Location including cancellation of the Event completely. Each person hereby agrees that Samsung shall not have any responsibility or liability towards any person if they are denied entry to the Event Location as a result of COVID-19 or changes in the current situation or if they are denied entry due to failure to comply with the aforementioned

requirements. The Selected Participants may be required to present proof of their COVID-19 vaccination and a piece of government issued photo I.D.

**3. HOW TO PLAY:** The Selected Participants will play a total of four (4) skill-based holiday games (each a “**Game**”) during the Event. The Selected Participants will be awarded points (the “**Points**”) at the end of each Game based on how well they played and where they ranked during the applicable Game. At the end of the Event, all the Points earned by a Selected Participant from the four (4) Games will be accumulated and the eight (8) Selected Participants with the highest number of Points will be selected as the prize winners (the “**Prize Winners**”) (see rule 5). The following Games will be played throughout the Event:

- I. **FIRST GAME: Dalgona (The cookie game)** – Cut out a shape that you have been randomly allocated without breaking the dalgona within the allotted time to earn 1 bracelet for points.
- II. **SECOND GAME: Flip card game** - 1v1. Flip the opponent’s pre-folded cards by throwing yours to it to earn points. Once the opponent’s card is flipped, it becomes yours. Points are based on how many cards you have taken away from your opponent.
- III. **THIRD GAME: True or False** – Play a True or False questionnaire about holidays and earn points depending on the number of answers you got right.

BY PARTICIPATING IN THE EVENT, YOU ARE REPRESENTING AND WARRANTING THAT YOU COMPLY WITH ALL TERMS AND CONDITIONS STATED IN THESE OFFICIAL RULES. YOUR REPRESENTATIONS AND WARRANTIES ARE CONTINUING REPRESENTATIONS AND WARRANTIES. THEY MUST BE TRUE AT ALL TIMES DURING THE EVENT. THE RELEASEES (AS DEFINED IN RULE 9) WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE ENTRY BY THE SPONSOR, TO THE FULL EXTENT PERMITTED BY LAW. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE OFFICIAL RULES.

**4. PRIZES:** There will be a total of eight (8) prizes (each a “**Prize**”) available to be won consisting of one (1) grand prize (the “**Grand Prize**”), one (1) secondary prize (the “**Secondary Prize**”), one (1) third prize (the “**Third Prize**”), and five (5) fourth prizes (each a “**Fourth Prize**”) which are as follows:

- I. **GRAND PRIZE:** There is one (1) Grand Prize available to be won, consisting of one (1) Samsung Galaxy Z Flip3 with an approximate retail value (the “**ARV**”) of \$1,259.99 (CAD) (colour to be determined at the discretion of the Sponsor).
- II. **SECONDARY PRIZE:** There is one (1) Secondary Prize available to be won, consisting of one (1) Samsung QLED Q60A 50” Television with an ARV of \$1,099.99 (CAD).
- III. **THIRD PRIZE:** There is one (1) Third Prize available to be won, consisting of one (1) Samsung Watch4 44mm with an ARV of \$389.99 (CAD).
- IV. **FOURTH PRIZE:** There are five (5) Fourth Prizes available to be won, each consisting of one (1) Samsung Buds2 with an ARV of \$189.95 (CAD).

Limit of one (1) Prize per person. The Prize must be accepted as awarded without substitution, is not transferable, not for resale and has no cash surrender value. Samsung reserves the right, in the event that a Prize cannot be awarded at the Event as described for any reason, to substitute another prize of equal or greater value, without liability.

5. **PRIZE SELECTION PROCESS:** The Selected Participant(s) who (i) received the highest number of points will be awarded the Grand Prize; (ii) received the second highest number of points will be awarded the Secondary Prize; (iii) received the third highest number of points will be awarded the Third Prize; and (iv) received the fourth to eighth highest number of points will be awarded the Fourth Prizes. In the event of a tie, the Selected Participants who are tied must play one (1) final Holiday Game which is pin the nose on Rudolph. Walk up roughly about 4 steps to point the nose of Rudolph poster blindfolded. The one that gets closest wins and the winner of that Holiday Game will be deemed the Prize Winner.
6. In order to be awarded a Prize, each Prize Winner will also be required to sign a declaration & release form (the “**Release Form**”) confirming their (a) eligibility for the Event and compliance with these Rules; (b) acceptance of the Prize as offered; (c) release of Samsung and its parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Event, participation in any Event-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses 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. The Release Form must be signed and completed by each Prize Winner at the Event in order to be awarded the Prize otherwise the Prize will be forfeited.
7. **CONDITIONS OF PARTICIPATION:** Participants agree (a) to obey these Official Rules and the decisions of Samsung which are final and binding, (b) that, to the extent permitted by law, the Releasees (as defined above) will have no liability whatsoever for, are released and shall be held harmless by participants against any liability for any loss, harm, damages, cost or expense of any kind to persons, including costs, injuries, losses 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 resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Event, and (c) except where legally prohibited, Selected Participants grant (and agree to confirm that grant in writing) permission to Samsung and those acting under the Sponsor’s authority the right to the use of their name, photograph, likeness, voice, image and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.
8. **GENERAL:** Samsung does not assume any responsibility and is not responsible for (i) Selected Participants that fail to comply with the Official Rules or; (ii) any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Event, participation in any Event-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses 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.

9. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of Selected Participants and Samsung in connection with the Event, shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage or undermine the legitimate operation of the Event could be a violation of criminal and civil laws and should such an attempt be made, Samsung reserves the right to seek damages from any such person to the fullest extent permitted by law. This Event is subject to all federal, provincial, territorial and municipal laws.
10. **Samsung** reserves the right to terminate or suspend this Event or to amend the Official Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Event is not capable of running as originally planned once started, for example as a result of tampering, Samsung reserves the right to terminate the Event after the Event has started.
11. **CONSENT TO USE PERSONAL INFORMATION:** Samsung respects your right to privacy. Personal information collected from Selected Participants will only be used by Samsung to administer the Event. For more information regarding the manner of collection, use and disclosure of personal information by Samsung, please visit <https://www.samsung.com/ca/info/privacy/>.