

## **Generous from the Start contest Rules**

### **CONTEST PERIOD**

The **Generous from the Start** contest is organized by Fédération des caisses Desjardins du Québec (the "Contest Organizer") and runs from January 18, 2016 at 9:00 a.m. ET until March 31, 2016 at 11:59 p.m. ET (the "Contest Period").

### **ELIGIBILITY**

The contest is open to Canadian residents who have reached the age of majority in their province of residence (the "Eligible Participants").

The following are not eligible to enter the contest:

- a. Employees, executives, directors and officers of the Fédération des caisses Desjardins du Québec or any other Desjardins Group entity, and members of their household.
- b. Employees, executives, officers and administrators of Labarre Gauthier Inc., and Touché! PHD Inc. and members of their household.

### **HOW TO ENTER**

To enter, Eligible Participants must apply for a Desjardins Cash Back World MasterCard card as the primary cardholder during the Contest Period through one of the following methods:

- through Desjardins Card Services (1-877-847-8472 and paper forms)
- at a caisse\*
- on AccèsD Internet
- through AccèsD Telephone
- at desjardins.com

\*For the purposes of these rules, "caisse" refers to any member caisse of Fédération des caisses Desjardins du Québec, Fédération des caisses populaires de l'Ontario Inc., Fédération des caisses populaires du Manitoba, Fédération des caisses populaires acadiennes limitée and Caisse Financial Group Ltd.

Applications must be approved during the Contest Period to be eligible for an entry. Subject to Fédération des caisses Desjardins du Québec credit approval. Two to three days may be required to obtain this approval.

Once an account is opened, Eligible Participants are automatically signed up for the contest.

Eligible Participants must still be Desjardins Cash Back World MasterCard cardholders on the date of the draw.

\*\* The "holder" is the primary cardholder on the account. Any joint account holders will be considered as one holder for the purposes of these rules.

No purchase or consideration required. Any Eligible Participants who wish to enter the contest without applying for a Desjardins Cash Back World MasterCard card may do so by sending their name, full address and telephone number and the date, along with an original text of approximately 50 words what they would do with the \$10,000 prize, all legibly handwritten, in an envelope with sufficient postage to: **Generous from the Start** contest, Marketing Communication Department, 14th floor, Room 076, 1050, Côte du Beaver Hall, Montreal, Quebec, H2Z 0A5. Entries without purchase or obligation must be post-marked by the last day of the contest, March 31, 2016, failing which they will be void. Upon receipt of the letter, the contest entry will automatically be recorded and provide a chance of winning. Only one entry per stamped envelope. Entries thus obtained will be subject to the same conditions as other entries. Mechanical reproductions are not accepted. Entries become the property of the Contest Organizer and will not be returned.

Limit one entry per Eligible Participant regardless of entry method used.

## **PRIZE**

There is one (1) prize to win, worth a total of \$10,000. The prize consists of one (1) \$10,000 credit to the Desjardins Cash Back World MasterCard account belonging to the primary holder or in cash if the winner entered the contest by mail.

## **Draw**

The winner will be randomly selected through a computerized draw. The draw will be held on April 8, 2016 at 10:00 a.m., in the presence of witnesses, in the offices of the Contest Organizer in Montreal.

The odds of winning depend on the number of eligible entries received during the Contest Period.

## **GENERAL TERMS AND CONDITIONS**

1. To be declared a winner, the selected participant must:
  - a) Be reached by telephone by the Contest Organizer within fifteen (15) days of the draw. The selected participant must be reached within no more than two attempts and will have 48 hours maximum to return a call following a voicemail left by the Contest Organizer, if applicable; otherwise the right to the prize will be forfeited.

The Contest Organizer will contact the next participant selected in the draw and the same procedure will be followed until such time as a winner is declared.

- b) Confirm that they meet the eligibility and other requirements set forth in these contest rules.
- c) Correctly answer the mathematical skill-testing asked over the telephone, without assistance and within a limited time;
- d) Sign the declaration and release form (the "Declaration Form") sent to them by mail, email or fax and return it to the Contest Organizer within 15 business days of receipt.

Should the selected participant fail to meet the above-mentioned terms or any other condition herein, the participant will be disqualified, and, at the Contest Organizer's discretion, either the prize will be cancelled or a new draw will be held for the prize in accordance with these contest rules, until a participant is selected and declared the winner. In such a case, the same terms and conditions will remain applicable and adapted as necessary, as needed.

2. **Awarding of the prize.** Within fifteen (15) days following the receipt of the Declaration Form, the Contest Organizer will send a letter to the winner describing how to claim the prize. Should the winner refuse the prize, the Contest Organizer will be released from all obligations relating to the awarding of the prize and may, at its discretion, cancel the prize or hold a new draw in accordance with the procedure described in the previous paragraph.
3. **Verification.** All entries and Declaration Forms may be subject to verification by the Contest Organizer. Any entries or Declaration Forms that are incomplete, inaccurate, illegible, mechanically reproduced, mutilated, fraudulent, sent or submitted late, contain an invalid telephone number or are otherwise non-compliant with these rules may be rejected and will not be eligible for a prize.
4. **Disqualification.** Any person taking part in the contest or attempting to do so through means that do not comply with these rules and are unfair to other participants (e.g., computer piracy, use of voting groups or dummy names) will be automatically disqualified and may be referred to legal authorities.
5. **Conduct of the contest.** Any attempt to sabotage the legitimate conduct of the contest constitutes a violation of civil and criminal laws. In the event of such attempts, the Contest Organizer reserves the right to reject the participant's entries and to take legal action.
6. **Acceptance of prize.** The prize must be accepted as described in these rules and may not be exchanged, substituted or transferred to another person, unless otherwise stipulated in these rules.
7. **Limitation of liability.** If it is unable to award the prize as described in these rules, the Contest Organizer reserves the right to award a prize of the same type and

equivalent value or, at its sole discretion, the cash value of the prize indicated in these rules.

8. **Limitation of liability: use of prize.** The winner releases the Contest Organizer and the persons on whose behalf the contest is held from any damages that may result from their entering the contest, and acceptance and use of the prize. The winner acknowledges that upon receipt of the prize or the letter confirming their prize, the fulfilment of the obligations related to the prize becomes the full and exclusive responsibility of the various goods and services suppliers. The winner agrees to sign the Declaration Form prior to receiving their prize. The winner acknowledges that the only applicable prize warranty is the usual manufacturer warranty.
9. **Limitation of liability: contest operation.** The Contest Organizer and the persons on whose behalf the contest is held shall not be held liable for the malfunction of any computer component, software or line of communication, the loss or absence of network communication or any communication that is defective, incomplete, incomprehensible, or deleted by any computer or network, and which may limit or prevent anyone from reading the contest rules. The Contest Organizers shall not be held liable for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any Web page, software, etc., or by the transmission of any information related to Contest entry. More specifically, if the administration, security, equity, integrity or appropriate conduct of the contest is tainted or seriously affected, including by a virus, bug, alteration, unauthorized intervention, fraud, technical failure or any other reason, the Contest Organizer reserves the right, without prior notice (subject to Régie approval in Quebec), to cancel, modify, extend or suspend the contest.
10. **Limitation of liability – receipt of entries.** The Contest Organizer and the persons on whose behalf the contest is held shall not be held liable for lost, misdirected or late entries due to a problem with the mail service, or any other fault, for any reason whatsoever, of the website during the Contest Period, including any damage to a participant's computer or mobile device.
11. **Limitation of liability – inability to act.** The Contest Organizer and the persons on whose behalf the contest is held shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation beyond their control, or a strike, lockout or any other labour dispute in the places of business of the organizations or companies whose services are used in order to hold the contest.
12. **Contest changes.** The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this contest, in whole or in part, in the event of the occurrence of any event or human intervention that could alter or affect the administration, security, *impartiality or conduct of the contest as stipulated herein, subject to the approval of the Régie des alcools, des courses et des jeux du Québec*, if required. The Contest Organizer shall not be held liable.
13. **Termination of the contest.** In the event that the contest must be terminated, in whole or in part, for any reason whatsoever, before the closing date stipulated in

these contest rules, the Contest Organizer may proceed, at its sole discretion, with the draw using the entries duly received and registered up to the date of the event ending participation in the contest.

14. In all cases, the Contest Organizer shall not be required to award more prizes or to award a prize other than in compliance with these rules.
15. **Limitation of liability: contest entry.** By entering or attempting to enter the contest, participants agree not to hold liable the Contest Organizer or persons on whose behalf the contest is held for any damages that may result from entering or attempting to enter the contest.
16. By accepting the prize, the winner authorizes the Contest Organizer and the member caisses of Fédération des caisses Desjardins du Québec, Fédération des caisses populaires de l'Ontario Inc., Fédération des caisses populaires du Manitoba and Fédération des caisses populaires acadiennes to use, if necessary, their name, photo, image, voice, place of residence and declaration regarding the prize for promotional purposes, without additional compensation.
17. **Communication with entrants.** There will be no communication or correspondence with participants as part of this contest, except as provided for in these rules or at the Contest Organizer's initiative or to obtain consent to use entries from participants who entered the contest without purchase or consideration.
18. **Personal information.** Personal information collected on participants will be used solely for contest administration purposes. No communication, commercial or otherwise, that is not related to the contest shall be sent to participants, unless participants have otherwise given their consent.
19. **Property.** Entry forms and Declaration Forms are the property of the Contest Organizer and will not under any circumstances be returned to participants.
20. **Decisions.** All persons who enter the contest agree to be bound by these contest rules and to final decisions by the Contest Organizer.  
  
Any decision by the Contest Organizer or its representatives regarding the contest is final and without appeal, subject to a ruling by the *Régie des alcools, des courses et des jeux du Québec* on any issue under its jurisdiction.
21. **Participants from Quebec:** Any dispute regarding the organization or holding of a promotional contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie for the sole purpose of attempting to reach a settlement.
22. If a paragraph of these rules and regulations is declared or ruled illegal, unenforceable or void by a court of competent jurisdiction, such paragraph shall be considered void, but all other paragraphs shall be applied within the limits of the law.

23. These rules and regulations are available at [www.desjardins.com/CashBackWorld](http://www.desjardins.com/CashBackWorld).
24. Should the French and English versions of these contest rules differ, the French version shall prevail.
25. The contest is subject to all applicable laws.