

## « The Orchestre Métropolitain is coming to your home! »

### Contest

#### RULES

#### CONTEST LENGTH

1. « The Orchestre Métropolitain is coming to your home! » contest is organized by the Fédération des caisses Desjardins du Québec (hereinafter, “contest organizers”). The contest is held from September 20, 2015, 5:00 p.m., to June 17, 2016, at 11:59 P.M. (ET) (hereinafter, “contest period”).

#### ELIGIBILITY

2. To be eligible for the contest, participants must be Canadian residents aged 18 years or older during the contest period (hereinafter, “eligible person”). The following persons are not eligible for the contest:
  - Employees and managers of the Marketing, Member-Client Experience and Communication Executive Division of the Fédération des caisses Desjardins du Québec and all persons with whom they reside.
  - Directors and officers of the Fédération des caisses Desjardins du Québec and the Fédération des caisses populaires de l’Ontario Inc. and all persons with whom they reside.
  - Employees, executives, administrators and officers of the *Orchestre Métropolitain*, and any promotional and publicity agencies implied in the contest, and all persons with whom they reside.

#### HOW TO ENTER

3. To be eligible for the draw, persons must:
  - complete a contest ballot from the program of an *Orchestre Métropolitain* 2015-2016 concert during the contest period and put it in the contest box outside the Maison Symphonique de Montréal concert hall ; or
  - complete and submit the form at [www.desjardins.com/omcontest](http://www.desjardins.com/omcontest).

#### LIMITS

4. An eligible person can participate more than once during the entire contest period. Participations at [desjardins.com/contest](http://desjardins.com/contest) are limited to ten (10).

#### PRIZE

5. One prize to be won. The prize will consist of a private concert of approximately 60 minutes by *Orchestre Métropolitain* (hereinafter, “OM”) musicians. The prize is valued at approximately \$4,000 CAN.

The winner is responsible for providing the venue to host the concert. The winner must submit the location and the desired date to OM. OM must confirm that the venue is adequate and whether the date chosen for the musical performance is suitable. Should the musical performance be provided outside, OM and Desjardins reserve the right to judge if the location, temperature and general conditions allow for the performance of the concert in a safe and suitable environment. The winner must obtain the necessary authorisations for the concert to be held in the chosen location; proof may be required. Following the acceptance of the arrangements by all parties, if a change to the date and/or venue is requested by the winner, the contest organizers will not be required to accommodate the winner or to hold the concert at a later date.

Note that the musical performance cannot be exploited for commercial purposes by the winner.

The prize must be claimed within 60 days of June 27. Note that the organizers of the concert will be informed of the date and place desired minimum timelines in 15 working days.

The organizers and OM reserve the right to capture and broadcast the concert, and it totally or in part, for promotional purposes for the year following the concert.

Winner is responsible for any expenses not described above.

#### **PRIZE DRAW**

6. Winner will be chosen by random draw from all eligible entries received during the contest period. The draws will be held Monday, June 27, 2015, at 4:00 p.m., in the presence of witnesses, in the offices of the contest organizers in Montreal.
7. The chances of an eligible participant's name being randomly drawn depend on the number of eligible entries received during the contest period.

#### **GENERAL CONDITIONS**

8. To be declared a winner, the participant selected must also meet the following conditions:
  - 8.1 Be contacted by e-mail or telephone (at the discretion of the organizers) by contest organizers within forty-eight (48) hours of the draw
  - 8.2 Confirm that he or she meets the eligibility conditions and other requirements of the contest rules
  - 8.3 Correctly answer a timed mathematical skill-testing question
  - 8.4 Sign the liability waiver and declaration form ("declaration form") sent to winner by the contest organizers by fax or email (at the discretion of the organizers), and return it to them within forty-eight (48) hours of receipt.
9. Failure to comply with any conditions in the contest rules or to accept the prize will result in disqualification of the participant. In such a case, the contest organizers may, at their discretion, cancel the prize or conduct a new draw until another participant is chosen and declared winner.
10. **Prize hand in.** Within forty-eight (48) hours of receipt of the declaration form, the contest organizers will send a letter to the winner to inform them of the delivery terms of their prize. If a selected participant declines their prize, the contest organizers will be free of any obligation related to awarding the prize and can cancel the prize or conduct a new draw until another participant is chosen and declared winner (as mentioned above).
11. **Verification.** Entries are subject to verification by contest organizers. Any entry form that is, as the case may be, incomplete, inaccurate, illegible, reproduced mechanically or by hand, mutilated, fraudulent, obtained from an unauthorized source, submitted or sent in late, or that contains an invalid or otherwise unreachable telephone number, may be rejected and will not be considered, as the case may be, for entry or a prize.
12. **Disqualification.** Any contestant that participates or attempts to participate in this contest by using a means that violates these contest rules or through a nature unfair to other participants (e.g. computer hacking, use of a "voting group", use of a false name, use of fraudulently obtained entry forms, entries submitted after the permitted limit) will be automatically disqualified and may be reported to legal authorities.
13. **Conduct of the contest.** Any attempt to undermine the legitimate conduct of the contest is a violation of civil and criminal laws. If any such attempts are made, contest organizers reserve the right to reject the participant's entries and obtain redress under the law.
14. **Acceptance of the prize.** Prizes must be accepted as described in the contest rules and can in no case be wholly or partially transferred to another person, substituted for another prize, or exchanged for money unless otherwise stated in the rules.
15. **Limit of liability.** If the contest organizers are not able to award the prizes as described in the contest rules, they reserve the right to award a prize of the same nature and value, or at their discretion, the value of the prize described in the contest rules. In any case, the contest organizers are not required to award more prizes or any other prizes than those described in the contest rules.
16. **Limitation of liability: use of the prize.** Winner release the contest organizers and persons for whom the contest is held from all damage resulting from them entering the contest, accepting or using the prize. Winner

acknowledge that upon receipt of 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. Winner commit to sign a declaration and exemption form for that purpose. Winner recognizes that the only applicable prize warranty is the usual manufacturer warranty.

17. **Limit of liability: conduct of the contest.** The contest organizers and persons for whom the contest is held shall not be liable for faulty computer components, software or communication lines relating to the loss or absence of network communication, or relating to any faulty, incomplete, incomprehensible or erased transmission by any computer or any network that may limit or prevent the ability of any person to read the entry rules. In addition, they shall not be held liable for any damage or loss caused directly or indirectly, in whole or in part, by downloading any web page, software or other, or by transmitting any information involving contest participation. More precisely, if the administration, security, equity, integrity or contest progress is corrupted or heavily compromised (virus, bug, modifications, unauthorized interventions, fraud, technical failure, or any other cause), contest organizers reserve the right, without notice, the Régie des alcools, des courses et des jeux du Québec,, to cancel, modify, extend, or interrupt the contest.
18. **Limitation of liability: entries.** The contest organizers and persons for whom the contest is held are not responsible for lost, misdirected, or late entries, including for reasons involving any breakdown for any reason whatsoever of the website during the contest period, including any damage to the participant's computer.
19. **Limitation of liability: situation beyond contest organizers' control.** The contest organizers and persons for whom the contest is held will accept no liability of any nature whatsoever in any case where their inability to act is the result of a fact or situation beyond their control, or from a strike, lock-out or any other labour conflict in the facilities of bodies or companies whose services are used to hold the contest.
20. **Modification of the contest.** The contest organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend, in whole or in part, the contest should any event or any human intervention occur that could alter or affect the administration, security, impartiality, or conduct of the contest as provided for in the contest rules, subject to approval by the Régie des alcools, des courses et des jeux du Québec, if applicable.
21. **End of contest participation.** In the event that, for any reason whatsoever, participation in the contest must end, in whole or in part, before the end date provided in the contest rules, the draw may take place, at the discretion of the contest organizers, from those entries duly registered and received up to the date of the event ending contest participation.
22. **Prize limit.** In all cases, contest organizers cannot be required to award more prizes or to award any prize other than those described in the contest rules.
23. **Limit of liability: contest participation.** By entering or attempting to enter this contest, individuals release the contest organizers and persons for whom the contest is held from any liability for any damages that he or she may suffer due to entering or attempting to enter the contest.
24. **Authorization.** By accepting a prize, winner authorize contest organizers and their representatives to use, if required, his or her name, photograph, image, voice, description of the prize, place of residence and/or declaration relating to the prize for advertising purposes, without any compensation.
25. **Communication with participants.** No communication or correspondence will be exchanged with participants in relation to this contest other than as described in the contest rules, except at the initiative of contest organizers or to obtain consent to use an entry with no purchase necessary.
26. **Personal information.** Participants' personal information collected for this contest will be used only for the administration of the contest. No communications, commercial or otherwise, unrelated to this contest will be sent to participants, unless they have otherwise agreed.
27. **Property.** Entry and declaration forms are the property of the contest organizers and will be returned to participants under no circumstances.
28. **Contest organizers' decision.** Any decision by contest organizers or their representatives relating to the contest is final and without appeal, subject to any ruling by the Régie des alcools, des courses et des jeux du Québec on any issue under its jurisdiction.

29. **Participants from Quebec:** Any dispute regarding the organization or conduct of a promotional contest may be submitted to the Régie des alcools, des courses et des jeux du Québec for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie des alcools, des courses et des jeux du Québec for the sole purpose of attempting to reach a settlement.
30. **Severability.** If a paragraph of these contest rules is declared or judged illegal, unenforceable or invalid by a court of competent jurisdiction, the paragraph in question will be considered void, but all other unaffected paragraphs will be applicable to the extent permitted by law.
31. These contest rules shall be available at the contest booth during the *Orchestre Métropolitain* concerts at *La Maison symphonique, Place des Arts*, at [desjardins.com/contest](http://desjardins.com/contest) and on demand at 514-281-7000, extension 5554994.
32. In the case of any differences between the French and English versions of the contest rules, the French version shall prevail.
33. The contest is subject to all applicable laws.