

# THE GE APPLIANCES (MC COMMERCIAL INC.) DISHWASHER GIVEAWAY OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.  
A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF  
WINNING.

OPEN TO LEGAL RESIDENTS OF, AND RESIDING WITHIN, CANADA WHO  
ARE, AT THE TIME OF ENTRY, AT LEAST THE LEGAL AGE OF MAJORITY  
IN THEIR PROVINCE/TERRITORY OF RESIDENCE. CONTEST EXCLUDES  
QUEBEC.

**1. ELIGIBILITY:** The GE Appliances (MC Commercial) Dishwasher Giveaway (the "Contest") is offered and open only to legal residents of, and residing within, Canada who, at the time of entry, are at least the legal age of majority in their province/territory of residence. Officers, directors, representatives, agents and employees of MC Commercial Inc. ("Sponsor"), its respective parent companies, subsidiaries, affiliates, sales representatives, distributors, advertising/Contest/web design agencies, service providers or independent contractors (hereinafter referred to collectively as "Sponsor & Others"), and members of their household and of their immediate families (i.e., parents, children, stepchildren, spouse, siblings, "steps" of each) and persons residing in the same household of such immediate family members whether related or not and all other persons or entities associated with the development, administration, Contest, execution of, or supply to this Contest (collectively, the "Contest Parties") are ineligible to enter or win. Contest is void where prohibited by law. Contest excludes Quebec.

**2. BRIEF OVERVIEW OF THE CONTEST:** The Contest starts on May 10<sup>th</sup>, 2019 at 12:00 A.M., Eastern Time ("ET") and ends on June 10<sup>th</sup>, 2019 at 11:59:59 P.M., ET ("Contest Period"). The Contest Period includes one (1) Prize (as defined below) entry period (the "Prize Entry Period"). The important dates for the Entry Period are listed in Rule 4 below. Entrants can earn an entry into the Prize Draw by following the directions in Rule 3 and either "following" GE Appliances Canada on Instagram or submitting a mail-in entry.

**3. TO ENTER THE CONTEST:** There are two (2) ways to enter:

**(A) BY FOLLOWING GE APPLIANCES CANADA ON INSTAGRAM:** During the Contest Period, follow GE Appliances Canada on Instagram

(@geappliancesca). In order for you to receive an entry into the Contest, both you and your entry must be in compliance with the Official Rules.

**(B) MAIL-IN ENTRY:** You may also receive an entry into the Contest without having to follow GE Appliances on Instagram by legibly hand-printing on a properly stamped 3½" × 5" post card your name, complete street address, valid email address, telephone number, date of birth **AND** Model Number of your favorite GE appliance that you own or would like to own and mailing it to: GE Appliances (MC Commercial) Laundry Day Contest, 5420 North Service Road Suite 300, Burlington, ON, L7R 5B6, Att: Marketing Department. Mail-in entries not containing all of the information requested above will be disqualified. The receipt date of the mail-in entry will determine the Prize Draw Period in which it will be entered; a mail-in entry must be received by the deadline indicated in the table in Rule 4 below in order to be eligible for the corresponding Prize Draw. Lost, misdirected, mutilated or unintelligible entries will be disqualified.

**4. RANDOM DRAWINGS/ODDS OF WINNING:** As stated above, the Contest consists of one (1) Prize Entry Period, starting and ending on the dates and times described in the table herein below. Other important dates are also listed.

On the date listed in the table directly below, Administrator (the independent agency administering this Contest) will conduct a random drawing (the "Prize Draw") to randomly select the three (3) potential Prize winners ("Prize Winner") from among all of the eligible entries received during the corresponding Prize Entry Period. The odds of winning the Prize depend upon the number of eligible entries received during the Prize Entry Period.

<b>Prize Entry Period</b>	<b>START DATE (AS OF 12:01:01 A.M. E.T. THAT DAY)</b>	<b>END DATE (AS OF 11:59:59 P.M. E.T. THAT DAY)</b>	<b>MAIL-IN RECEIPT DEADLINE DATE</b>	<b>RANDOM DRAWING DATE</b>	<b>NOTIFICATION DATE</b>
Period 1	May 10, 2019	June 10, 2019	June 10, 2019	2 <sup>nd</sup> day following the end of this Prize Entry Period	2 days after the random drawing date

Each potential Prize Winner will be notified by e-mail or direct message on or about the applicable indicated draw date. Entrants should regularly check their spam filters and email messages to ensure they do not contain any important Contest notifications. Sponsor's and Administrator's decisions will be final and binding as to all matters pertaining to this Contest.

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each potential Prize Winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered by Sponsor during a pre-arranged, mutually convenient telephone call); and (b) sign and return within ten (10) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor worldwide, in perpetuity and in any manner or medium whatsoever, including print, broadcast or the internet. If a potential Prize winner: (a) is unreachable; (b) fails to respond to a prize notification email (or if it is returned as undeliverable); (c) fails to provide Sponsor with satisfactory proof of age, identity and residency; (d) fails to correctly answer the skill-testing question; (e) fails to return the properly executed Contest documents within the specified time; (f) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (g) is determined to be in violation of these Official Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining applicable entries (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

## **5. PRIZES:**

**PRIZE (1):** There are three (3) prizes (“Prizes”) available to be won at the start of the Contest. The Prizes consist of one of 3 available dishwashers in either black, white, stainless steel, or slate with an approximate retail value of \$1,149 - \$1,549 CAD.

**NOTE:** Limit: Only one (1) Prize per person or household address throughout the Contest Period regardless of email address used.

## **IMPORTANT TERMS AND CONDITIONS APPLICABLE TO THE PRIZE :**

The following terms and conditions apply to the Prize:

- NO Cash value, No Substitutions

The Prize will be awarded provided there are a sufficient number of eligible entries; however, Sponsor will make no more than three (3) attempts to award a Prize. If after three (3) such good faith attempts, Sponsor is unable to award a prize; the prize will not be awarded.

**6. LIMITATIONS OF LIABILITY/INTERNET:** The Released Parties are not responsible for interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected entries or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person’s computer related to participating in the Contest. The Released Parties are not responsible for illegible, unintelligible, late, lost or stolen entries or mail or incorrect or inaccurate entry information, whether caused by Internet users or programming associated with or utilized in the Contest or by any technical, typographical or human errors that may occur in the processing of any entries in, or the administration of, this Contest. Persons found tampering with or abusing any aspect of this Contest, as solely determined by Sponsor, will be disqualified and may be subject to prosecution. If in the judgment of Sponsor, the Contest is compromised by viruses, bugs, non–authorized human intervention or other causes which otherwise corrupt or interfere, or may corrupt or interfere, with the administration, security, fairness or intended play of the Contest, Sponsor reserves the right to discontinue, suspend, modify or terminate the Contest and proceed in a manner it deems fair and reasonable which may include the selection of Winners from among eligible entries received prior to such discontinuation, suspension, termination or modification. Without limiting the

generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. Any personally identifiable information collected during an entrant's participation in this Contest will be collected, used and disclosed by Sponsor and its agents solely for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules or as stated in Sponsor's Privacy Policy at <http://www.geappliances.ca/en/privacy-policy>. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

**CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute as to the identity of a Prize Winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. Authorized account holder "is defined as the natural person who is assigned to an email address by an internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**THE RELEASED PARTIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AS REGARDS A PRIZE OR ANY COMPONENT OF A PRIZE. IN NO EVENT SHALL SPONSOR & OTHERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS APPLY TO YOU.**

**7. PUBLICITY RIGHTS:** By acceptance of any Prize, the Prize Winner agrees to allow Sponsor, and/or its designees the perpetual right to use his/her first name, personal information, photos and/or likeness, and statements for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all

media now known or hereafter discovered, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except as and where prohibited by law.

**8. RELEASE:** By acceptance of any Prize, the Prize Winner releases and agrees to indemnify and hold harmless the Released Parties from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest or acceptance of a Prize, or arising out of use of or participation in any Contest or Prize-related activity.

#### **9. DISPUTE RESOLUTION AND CHOICE OF LAW:**

Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the Province of Ontario, and all disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by the courts located in Toronto. Should there be a conflict between the laws of the Province of Ontario and any other laws, the conflict will be resolved in favor of the laws of the Province of Ontario. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

**10. GENERAL:** By entering this Contest, entrants agree to abide by these Official Rules as stated herein and the decisions of Sponsor, which are final and binding in all matters pertaining to this Contest. Entrants waive any right to claim ambiguity in these Official Rules. The Contest is subject to all applicable federal, provincial, territorial and municipal laws. Void in all jurisdictions other than Canada and where prohibited by law. Contest excludes Quebec.

**11. WINNERS LIST:** To learn who won, send a self-addressed stamped envelope within 30 days after the end of the Contest to "GE Appliances (MC Commercial Inc.) Laundry Day Contest " Winners List, 5420 North Service Rd Suite 300, Burlington, ON, L7R 5B6, Att: Marketing Department.

These Official Rules may not be re-published in whole or in part without the prior written consent of the Sponsor.