

## TD Samsung 40" SMART TV Contest Rules

**1) CONTEST PERIOD:** The TD Samsung 40" Smart TV Contest (the "Contest"), ends at 11:59:59 p.m. Eastern Daylight Time ("EDT") on Friday, September 2, 2016 ("Contest End Date"). The Sponsor of the Contest is The Toronto-Dominion Bank ("TD").

**2) ELIGIBILITY:** The Contest is open only to TD customers who have a TD Canada Trust personal Canadian dollar chequing account as of May 16, 2016, the account must be active and cannot be in an unauthorized overdraft position when the account is drawn for the contest and who are legal residents of Canada and are of the age of majority in their Province/Territory of residence by the Contest End Date. Employees, agents and representatives of The Toronto-Dominion Bank or its subsidiaries and affiliates, or of its advertising and promotion agencies or their subsidiaries and affiliates, are not eligible to win, nor is any person with whom any such employee, agent or representative is domiciled.

**3) HOW TO PARTICIPATE:** "Entrant" means the person who is the "Authorized Account Holder" of the email address submitted at the time of entry on the Contest microsite located at [www.tdsmarttvcontest.com](http://www.tdsmarttvcontest.com) ("Microsite").

**NO PURCHASE NECESSARY.** Before the Contest End Date, an Entrant must complete and submit an entry as found on the Microsite. All entries must include the Entrant's first and last name, address, email address, postal code, telephone number and year of birth. Then, by clicking on the "Submit" button, this action will generate one (1) entry into the Contest. Entries to the Contest by this method are limited to a maximum of one (1) per Entrant for the duration of the Contest.

**NOTE:** Each entry will be placed into one (1) of 63 pools ("District Pools") on the basis of the postal code on the entry and its proximity to the nearest TD Branch. The complete list of all 63 TD District Pools are as follows:

- Alberta: 8
- British Columbia, Northwest Territories, Nunavut & Yukon: 9
- Manitoba: 1
- New Brunswick: 1
- Prince Edward Island, Newfoundland and Labrador: 1
- Nova Scotia: 1
- Ontario: 35
- Quebec: 6
- Saskatchewan: 1

**4) PRIZES:** There are five hundred and sixty-seven (567) prizes of one Samsung LED J5200 SMART TV 40", Canadian Model UN40J5200AFX2C (Samsung 40" SMART TV) ("Prizes") available to be won, with an approximate retail value of five hundred and forty-nine dollars and ninety-nine cents (CDN\$549.99), at a rate of nine (9) prizes per each District Pool (as set out above). If a District Pool has no valid entries or if the quantity of valid entries is less than the quantity required, the Prize(s) allotted to that District Pool will be void for that draw. Prizes must be accepted as awarded and no substitution, transfer, conversion or assignment of Prizes will be allowed, unless at the discretion of TD who may substitute a Prize of comparable or greater value. Limit of one TV per customer and per joint account.

**5) DRAW DATES:**

a) **Early-Bird Draw:** Two hundred and fifty-two (252) random early bird draws (“Early Bird Draw”) comprised of contest entrants from May 17 to June 30, 2016 will be held in Toronto, Ontario, commencing at 9:00 a.m. on July 4, 2016 (the “Early-Bird Draw Date”). Four (4) selected Entrants will be drawn from each of the 63 District Pools for a total of two hundred and fifty-two (252) random draws. The odds of being selected to win any Prize will depend on the number of eligible entries received in the relevant District Pool.

b) **Final Draw:** Three hundred and fifteen (315) random final draws (“Final Draw”) comprised of contest entrants from May 17 to September 2, 2016 will be held in Toronto, Ontario, commencing at 9:00 a.m. on September 6, 2016 (the “Final Draw Date”). Five (5) selected Entrants will be drawn from each of the 63 District Pools for a total of three hundred and fifteen (315) random draws. The odds of being selected to win any Prize will depend on the number of eligible entries received in the relevant District Pool.

**Winners of the Early-Bird Draw will not be eligible for nor entered in any Final Draws.**

<b>Draw</b>	<b>Eligible Entry Dates</b>	<b>Draw Date</b>
Early Bird Draw	May 17 to June 30, 2016	July 4, 2016
Final Draw	May 17 to September 2, 2016	September 6, 2016

**6) PRIZE AWARDING:** If your entry is selected, you will be provided with specific instructions on what you are required to do in order to claim your Prize. Prizes will be awarded only upon verification and final approval by the Sponsor. No correspondence will be entered into with Entrants except with the selected Entrants. Attempts will be made to contact each selected Entrant between 9:00 a.m. and 9:00 p.m. in the time zone associated with the entry for a period of seven (7) business days starting on or about July 19, 2016 for the Early Bird Draw and on or about September 21, 2016 for the Final Draw. If the selected Entrant cannot be contacted within the allotted time, the Sponsor reserves the right to void that entry and select a second eligible Entrant from the same District Pool for the Prize. If the second selected Entrant cannot be contacted within the allotted time, the Prize will not be awarded. In order to be declared an official winner, the selected Entrant must correctly answer a skill-testing mathematical question without mechanical or other assistance. The selected Entrant will be required to complete, sign and return a Declaration and Release Form within seven (7) business days of receipt. If the selected Entrant provides an incorrect answer to the skill-testing mathematical question and/or fails to complete, sign and return the Declaration and Release Form within seven (7) business days, that Entrant will be disqualified and will forfeit any right to the Prize and the Prize will not be awarded. By completing, signing and returning the Declaration and Release Form, the Entrant (i) confirms compliance with these Contest Rules, (ii) releases and forever discharges the Sponsor, its advertising and promotional agencies, and their respective affiliated companies, and all of their respective officers, directors, employees and agents from all claims, demands, damages, actions and causes of action arising or to arise by reason of his/her participation in the Contest and/or his/her acceptance or use of the Prize, and (iii) gives permission to the Sponsor, at its option, to publish or otherwise use the Entrant’s name, city/province of residence, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor or its advertising agencies. Prize will be shipped to the Prize winner at the address indicated at the time of entry after being confirmed as a winner. Prizes cannot be shipped to a P.O. Box or to a non-Canadian address.

**7) CONTEST GENERAL RULES:** By entering the Contest, Entrants agree to abide by these Contest Rules and the decisions of the Sponsor, which are final. All Entrants release and forever discharge the Sponsor, its advertising and promotional agencies, Samsung Electronics Canada Inc., and their respective affiliated companies, its parent and affiliated companies, and all of their respective officers,

directors, employees and agents (the “Released Parties”) from all claims, demands, damages, actions and causes of action arising or to arise by reason of his/her participation in the Contest and/or the administration of the Contest, including, without limitation, the selection and awarding of the Prizes. The Sponsor will not be responsible for late, lost, invalid, illegible, delayed, incomplete, stolen, or misdirected entries/prize claims. All entries/prize claims become the property of the Sponsor and will not be returned. The Released Parties shall in no way bear any liability whatsoever regarding the Prizes. In no event shall the Released Parties be liable for any special, incidental, consequential, indirect or punitive damages arising out of or in connection with this Contest and/or the Prizes, however arising, including negligence. The Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or the Contest Rules in any way at any time for any reason, subject to the consent of the Régie, without prior notice or compensation. This Contest is in no way sponsored, endorsed, administered by or associated with Facebook and/or Twitter. Each of Facebook, Twitter and Samsung are completely released of all liability by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest should be directed to TD, not Facebook and/or Twitter and/or Samsung.

**8) APPLICABLE LAWS:** This Contest is subject to all applicable federal, provincial and municipal laws. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the Entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.

**9) DISQUALIFICATION:** The Sponsor is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other error of any kind whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of this Contest, including but not limited to acting in violation of these Official Rules, attempting to participate in the Contest more than the maximum number of times allowed, to be acting with the intent to disrupt the normal operation of this Contest, as determined by the Sponsor will be disqualified. The discovery of any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same in the Sponsor’s sole and absolute discretion. In the event any portion of this Contest is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of the Sponsor, which, in the sole and absolute opinion of the Sponsor, corrupts, or impairs the administration, security, fairness or proper entry into the Contest, the Sponsor reserves the right, in its sole and absolute discretion, subject to the consent of the Régie, to suspend or terminate this Contest.

**10) QUEBEC RESIDENTS:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping parties reach a settlement.

**11) REST OF CANADA:** For residents of all other Provinces/Territories outside Quebec, any litigation must be commenced in the City of Toronto, Ontario.

**12) PRIVACY:** By entering this Contest, you consent to the collection, use and sharing of information about you between TD and third parties that assist TD with administering the Contest for the sole purpose of administering this Contest, in accordance with the TD Privacy Code at [www.td.com/privacy](http://www.td.com/privacy)

*\*In the event of a dispute, entries received online shall be deemed to be submitted by the “Authorized Account Holder” of the email address submitted at the time of entry. “Authorized Account Holder” is defined as the natural person who is assigned to an email address by an internet access provider, online 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.*

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