

TD Small Business Banking Samsung TV Contest Official Rules and Regulations

1) CONTEST PERIOD: The TD Small Business Banking Samsung 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 to any TD Canada Trust Small Business Banking customer who, as of May 17, 2016, has one or more of the following products or services: (a) a Small Business Banking chequing or savings account; (b) any Small Business Banking credit product; (c) a TD Merchant Solutions account; (d) a TD Business Travel Visa Card or a TD Aeroplan Visa Business Card with the \$149 Annual Fee (\$149 “Account”); or (e) a Remote Deposit Capture service (the “SBB Accountholder”). These products or services of the SBB Accountholder must be in good standing at the time of entry and, if the SBB Accountholder is selected as a potential winner following the Draw (described in Rule 5 below), at the time the Prize is awarded. Any individual who enters the Contest on behalf of a particular SBB Accountholder must be a legal resident of Canada who has reached the age of majority in his/her Province/Territory of residence at by the time of Contest End Date. Employees, agents and representatives of TD 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.

Every individual who enters the Contest on behalf of a particular SBB Accountholder is responsible for determining whether any of that SBB Accountholder’s company policies prohibit him/her from entering the Contest and receiving any Prize. Any individual who enters the Contest on behalf of a particular SBB Accountholder does so as agent for that SBB Accountholder and is required to obtain permission from that SBB Accountholder’s senior management prior to entering the Contest or being awarded any Prize. If such consent has not been obtained, the Sponsor reserves the right to void the Entrant’s entry and, in the case where that Entrant is a potential winner, the Prize may be forfeited and another eligible Entrant may be selected for the Prize by random draw in accordance with these Rules.

3) HOW TO PARTICIPATE: “Entrant” means the person who is the “Authorized Accountholder” of the email address* submitted at the time of entry into the Contest on the Contest microsite located at www.tdsmallbusinesscontest.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 your first and last name, business name, business address, email address, postal code and primary and mobile telephone numbers. 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 SBB Accountholder for the duration of the Contest. All entries become the property of the Sponsor and will not be acknowledged or returned.

If, at any time prior to awarding any Prize, the Sponsor discovers that an Entrant has attempted to register for this Contest other than in accordance with this Rule 3, that Entrant may be disqualified from the Contest.

4) PRIZES: There are a total of fifty (50) prizes of one Samsung 40" 1080p Smart TV (Model no. UN40J5200). Each TV has an approximate retail value of five hundred and ninety-nine dollars (\$549.00) ("Prizes"). 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. The Prize winners are solely responsible for all other costs, including activation fees, not specifically identified in these Rules as included in the Prize. **The Prize will be awarded to the SBB Accountholder that employs the individual who entered the Contest, and not the individual.**

5) DRAW DATE: Fifty (50) random draws ("Draws") will be held in Toronto, Ontario, commencing at 9:00 a.m. EDT on September 20, 2016 (the "Draw Date") for the Prizes. The odds of winning any Prize will depend on the number of eligible entries received.

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 the Prize. The Prize 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 8:00 a.m. and 10:00 p.m. in the time zone associated with the entry for a period of seven (7) business days starting on or about October 14, 2016. 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 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 fails to complete, sign and return the Declaration and Release Form within seven (7) business days, the Sponsor reserves the right to void that entry and select another eligible Entrant for the Prize. If the selected Entrant provides an incorrect answer to the skill-testing mathematical question, that Entrant will forfeit any right to the Prize and an alternate Entrant will be randomly selected. 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. Prizes will be delivered to the winners at the address provided on the contest entry form or at another address specified during the verification process. 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., its parent and affiliated companies, and their respective 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. 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.

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 Contest 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. Further, 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.

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.

** 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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