

## Official contest rules and regulations – Easter 2019 Contest

The Brim Easter 2019 Contest (“**Contest**”) is sponsored and administered by Brim Financial Inc. (“**Brim**”). The Contest will be ongoing from 1:00 p.m., April 15, 2019 until 11:30 a.m., April 18, 2019 Eastern Time (the “**Contest Period**”).

### 1. **Eligibility**

The Contest is open to all Canadian residents, except those residents in the province of Quebec, who have reached the legal age of majority in their province or territory prior to the Contest Period (“**Eligible Participant**”). Employees, representatives or agents of Brim and its subsidiaries and affiliates, media partners, advertising and promotional agencies, and members of the immediate family (parents, children, siblings and spouse, regardless of where they are domiciled) of any of the aforementioned and persons with whom any of the aforementioned are domiciled are not eligible to enter the Contest.

#### **How to participate in the Contest**

No purchase necessary. To enter the Contest, an Eligible Participant must during the Contest Period, “like” our “Easter Giveaway” post on Instagram, and follow each of @brimfinancial and @marysbrigadeiro. In addition, the Eligible Participant must “tag” two friends. A maximum of one (1) entry is allowed per Eligible Participant.

Alternatively, the Contest may be entered by writing a 400-word statement on the entrant’s favourite Brim card feature and send the statement to Brim at social@brimfinancial.com. Each original, non-replicated statement will entitle the entrant to one (1) contest entry. Entries must be received prior to the end of the Contest Period.

### 2. **Prizes**

There is one (1) prize (each a “Prize”) to be won, consisting of one (1) Mary’s Brigadeiro specialty Easter egg. Only one (1) Prize can be won per person.

The approximate retail value of each Prize is CDN\$50.

Prize must be accepted as awarded and may not be sold, transferred or converted to cash and will not be refunded if unused. No substitutions, changes or extensions are permitted. Brim reserves the right at its sole discretion to substitute the Prize for one of equal or greater value or to allow a Prize transfer.

## **Winner Selection**

At 12:00 p.m. EDT in Toronto, Canada on Thursday, April 18, 2019 (the “**Draw Time**”), three staff members or representatives of Brim (collectively, the “**Judges**”) will tally all eligible Contest Entries identified or received prior to the Draw Time, and randomly choose one (1) potential winner from all eligible entries received or identified prior to that time electronically.

Odds of winning depend on the number of eligible Contest Entries received or identified prior to the Draw Time.

### **3. Claiming of Prizes**

The potential winner will be selected by the Judges and an announcement will be made on the Brim Financial Instagram page at 12:00 p.m. April 18, 2019. The selected potential winner will be contacted via email by Brim or one of its agents or representatives shortly following the draw. The potential winner must confirm acceptance as a selected potential winner within 48 hours (forty-eight) of contact. If the Eligible Participant cannot be contacted or does not respond within this time period, any chance to win a Prize will be forfeited. Before being declared a winner, the selected Eligible Participant will be required to answer, unaided, a time-limited mathematical skill-testing question and sign a release and waiver form confirming, without limitation, that:

- He/she complies with the eligibility requirements;
- The contents of his/her Contest Entry, as appropriate, is original and does not infringe any third-party rights (e.g. image, photograph, etc., that are posted);
- he/she has read the Contest rules and regulations and complies completely;
- he/she accepts the Prize as awarded;
- he/she acknowledges Brim’s right to publish his/her picture, name and city of residence without compensation other than the Prize offered;
- he/she successfully answers unaided a time-limited mathematical skill-testing question; and
- he/she releases and agrees to hold harmless of all liability Brim’s and its respective subsidiaries and affiliates, media partners, advertising, promotional agencies and each of the foregoing entities’ directors, officers, employees, contractors and agents.

#### 4. **General Terms and Conditions**

This contest is in no way sponsored or administered by Facebook or Instagram.

The decisions of the Judges shall be final and binding (and without appeal) and may not be challenged in any way.

All entries submitted, and all information provided, by Eligible Participants must be complete and accurate. Brim will not be held responsible for any technological malfunctions, telephone or internet interruptions and/or any late/incomplete/erroneously completed Prize claims or release and waiver forms. Furthermore, each Eligible Participant is responsible for ensuring that content posted or displayed as part of his/her Contest Entry is original and does not infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy and applicable law.

The contents of all entries submitted become property of Brim. Brim reserves the right to use the contents of entry submissions provided by entrants, for editorial, advertising, marketing and promotional purposes, without further compensation or notice, unless prohibited by law. For non-purchase entries, each Eligible Participant grants permission for Brim to use the contents of his/her entry submission including name and address for editorial, advertising, marketing and promotional purposes in any and all media now known or hereafter discovered, worldwide, in perpetuity, without compensation, notification or permission.

By entering the Contest, Eligible Participants expressly consent to Brim, media partners, advertising and promotional agencies, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest, as set out in these rules, and in accordance with Brim's Privacy Policy publicly available on Brim's website.

All entries are subject to verification by Brim and may be disqualified if they are received outside of the Contest Period, are incomplete, illegible, abusive, irregular, photocopied or otherwise reproduced, submitted through illicit means or if they contain any false statements, or do not conform to or satisfy to any condition of these Contest rules and regulations.

By entering the Contest, Eligible Participants agree that Brim reserves the right to publish without compensation the full name, city of residence, and

photograph of all winners and Eligible Participants waive all rights with respect to printed, broadcast and other forms of publicity. Eligible Participants further agree that all entries submitted and their content become the property of Brim and will not be returned.

Eligible Participants agree to be bound by all decisions of Brim regarding the Contest which shall be final and binding in all respects.

Eligible Participants agree that Brim is not liable for any incorrect or inaccurate transcription of entry information or for any error or malfunction of any kind in connection with the Contest. If the Contest is not capable of running as planned for any reason, including tampering, unauthorized intervention, fraud, technical failures, or any other cause, Brim reserves the right, at its sole discretion, to, without advance notice, terminate or suspend the Contest, in whole or in part, or modify it in any way, without any further obligations to Eligible Participants. Furthermore, if Brim determines, at its sole discretion, that any entry compromises the integrity of the Contest, Brim reserves the right to disqualify the entry at issue or terminate the Contest in its entirety without any further obligations to Eligible Participants. Brim further reserves the right, at its sole discretion, to disqualify any individual from the Contest and to ban the individual from any future contest of Brim who it finds or believes to be tampering with the entry process or the operation of the Contest; to be acting in violation of the Contest rules and regulations or in an improper, abusive or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

By entering this Contest, Eligible Participants agree to release and hold harmless Brim and each of its respective subsidiaries and affiliates, media partners, advertising and promotional agencies and each of the foregoing entities' respective directors, officers, employees, agents, representatives, successors and assigns from any liability in connection with the Contest or, if declared a winner, the Prize awarded and use thereof.

The Contest is subject to federal, provincial and local rules and regulations. *Brim is a trademark of Brim Financial Inc. All other trademarks are the property of their respective owners.*