

The PHBI Student Referral Program Official Contest Rules for Students - CANADA 2019

1. Eligibility

- (a) To participate in the Contest, you must be an individual that is a resident of Canada and must have reached the legal age of majority in your province/territory of residence (the “Entrant”).
- (b) You are not eligible for the Contest if you are a resident of Quebec.
- (c) Employees, representatives or agents of, or those domiciled with an employee, representative or agent of the Professional Home Builders Institute (“PHBI”) (the “Contest Sponsor”), and their parent, affiliated and related companies, the consulting, advertising and promotion agencies of the Contest Sponsor, are not eligible to participate nor win a Prize in this Contest.

2. Contest Period

- (a) The Contest and entry period will run from 9:00:00 AM local time May 1st, 2019 to 11:59:59 PM local time Sunday, December 15th, 2019.
- (b) The Prize will be drawn on December 16th, 2019.

3. How to Enter

- (a) Receive one contest entry when you register online in a PHBI course using the PHBI registration access code (the “Code”) printed on the Student Referral Card (“Referral Card”) provided to you by a PHBI staff member (“Program Member”) before the close of this Contest.
- (b) Additional Entries may be made each time you use the Code to register online for a new PHBI course.
- (c) Each time you register online for a PHBI course using the Code printed on a Student Referral Card, you will receive an instant and automatic \$50.00 discount to be applied to the total price due for the course registered.
- (d) NO PURCHASE NECESSARY TO ENTER: Each Entrant may obtain a FREE entry without enrolling in a PHBI Course by sending a request in writing to: The Professional Home Builders Institute, Suite 301, 30 Springborough Blvd SW, Calgary AB, T3H 0N9.
- (e) All requests for a FREE entry must be postmarked by December 13th, 2019, and received by December 15th, 2019. Limit of one FREE entry request per envelope

with sufficient postage. No mechanical reproductions of requests permitted. All FREE entry requests must include a postage-paid, self-addressed return envelope.

4. Prizes Available

- (a) The following Prize is available to be won at the beginning of the Contest Period across Canada in relation to the Student Referral Program (the “Prize”):
 - (i) One (1) \$1000.00 CDN Best Buy gift card Prize. Best Buy gift card Prize must be accepted as awarded in the form solely decided upon by the Contest Sponsor on the basis of the applicable claim option exercised by the Prize Claimant (see below for details). No interest will be paid on any Best Buy gift card prize. Please see applicable Best Buy gift card for terms and conditions of usage.
- (b) The retail value set out above is based on approximate Prize value in Canada at the time of printing of these Official Contest Rules.
- (c) All estimated retail values do not include applicable goods and services tax, provincial/territorial sale and use taxes. The Winner is not required to pay such taxes on receipt of the applicable Prize. All other taxes and expenses on Prizes other than taxes or expenses specifically referred to in these Official Contest Rules are each Winner’s sole responsibility.
- (d) All characteristics and features of the Prize, except as otherwise explicitly stated above, will be determined by the Contest Sponsor in its sole and absolute discretion.

5. Entrant Selection

- (a) Odds of winning are dependent on the number of eligible entries received.
- (b) On December 16th, 2019, a Entrant will be selected (the “Selected Entrant”) in a random drawing at approximately 10:00:00 AM in Calgary, Alberta, from among all eligible entries received by the Contest Sponsor whose decision will be final and binding in all matters relating to this Contest.
- (c) Within the first two (2) business days after the draw, an Administrator of the Contest will attempt to contact the Selected Entrant up to three (3) times during regular business hours by phone, or PHBI student e-mail.
- (d) If the Selected Entrant cannot be contacted during that time, their Prize will be forfeited and another entrant will be drawn.

6. Winner Selection and How to Claim a Prize

- (a) To claim the Prize, the Selected Entrant must first correctly answer a time-limited mathematical, skill-testing question (“STQ”) to be administered over the phone or in person at a mutually convenient time by an Administrator of the Contest Sponsor. If the Selected Entrant answers the STQ correctly, he or she will be declared a Winner.
- (b) The Prize may be picked up by the Winner at PHBI, Suite 301, 30 Springborough Blvd SW, Calgary Alberta, T3H 0N9 during regular business hours no later than February 3rd, 2019, failing which, any such Prize is null and void and the Winner will become ineligible for the Prize.

7. General Rules

- (a) The Contest Sponsor reserves the rights, at its sole discretion, to revoke the Contest Entries of any participant who it finds or believes to be earning or using their Contest entries in contravention of these Official Contest Rules, or who is manipulating or abusing the Contest Sponsor, and their parent, affiliated and related companies, the consulting, advertising and promotion agencies of the Contest Sponsor or the PHBI platform.
- (b) The Winner may be required to execute and return an Affidavit of Eligibility, Liability of Release and Publicity Release within seven (7) days of issuance of notification. If Prize notification letter is returned as non-deliverable, or if phone number is not in-service or changed, the Selected Entrant will be disqualified and an alternate Entrant may be selected. Noncompliance with any of the foregoing may result in disqualification.
- (c) The Contest Sponsor reserves the right, in its sole discretion, to disqualify any entry or Entrant, and to modify, terminate or suspend this Contest if it determines that for any reason the Contest cannot run as originally planned or for any occurrence compromising the fairness or integrity of the Contest.
- (d) All entries are subject to verification at any time and for any reason.
- (e) All entries become the property of the Contest Sponsor, and the Contest Sponsor assumes no responsibility for lost, stolen, delayed, damaged or misdirected entries.
- (f) Entrants and Winners may be required to provide reasonable proof that they meet the requirements of the Contest.
- (g) Where applicable, the Contest Sponsor reserves the right to publicly award the Prize at the PHBI Christmas Banquet/Lunch on a date to be determined.

- (h) To receive a list of Prizes available, send a postage-paid, self-addressed envelope within 3 months after May 1st, 2019 to: the Professional Home Builders Institute (PHBI), Suite 301, 30 Springborough Blvd SW, Calgary AB, T3H 0N9.
- (i) Any questions, comments or complaints regarding this Contest should be directed to the Contest Sponsor at askphbi@phbi.ca.

8. Agreement, Consent and Release

By participating, the Entrants and Winner agree:

- (a) To be bound by these Official Contest Rules and all decisions of the Contest Sponsor which are final and binding.
- (b) Without limitation, the Contest Sponsor reserves the right to administer an alternate STQ as it deems appropriate to discrimination or disability issues.
- (c) Prizes must be accepted as awarded and are not transferable or convertible to cash except as specifically provided herein. Prizes may not be exactly as shown in promotional materials. In case of unavailability of any Prize, to accommodate for a disability, or for any other reason and in the Contest Sponsor's sole discretion, Contest Sponsor reserves the right to substitute any Prize for a prize or cash of equal or greater value.
- (d) The Contest Sponsor and its subsidiaries, agents and sponsors, shall have the right and permission to use the Winner's name, voice, place of residence, photograph and/or likeness, and any statements he/she may make regarding the Prize, for advertising and/or trade and/or any other purpose worldwide in perpetuity and in any other media or format now or hereafter known without any form of compensation, permission, or notification; and
- (e) The Contest Sponsor and its subsidiaries, agents and sponsors, and all of their respective officers, directors, employees, representatives, successors and assigns shall have no liability and will be held harmless by the Entrant and Winner for liability, loss, injury, claim, or damage to themselves or any other person or entity, including but not limited to, personal injury, death or damage to personal or real property, to Entrant, Winner or any other person or entity due in whole or in part, directly or indirectly by reason of the acceptance, possession, use or misuse of a Prize or participation in this Contest.
- (f) To release and hold harmless Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry, including, without limitation, any claims, damages, liabilities, costs, and expenses relating in any way to publicity rights, defamation, invasion of privacy, copyright

infringement, trade-mark infringement or any other intellectual property related cause of action.

- (g) In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Contest Rules and disclosures or other statements contained in any Contest related materials, including but not limited to: the Prize Claim forms and/or Referral Card, television, print or online advertising (including without limitation the abbreviated version or short-list version of these Official Contest Rules that appear on the Referral Card, television, or online advertising); the terms and conditions of these English Official Contest Rules shall prevail, govern and control to the fullest extent permitted by law. Without limiting the generality of the foregoing, in the event the Contest Sponsor becomes aware of any such discrepancy or inconsistency, the Contest Sponsor will e-mail a correction notice to all Entrants at their PHBI student e-mail and post the same on the PHBI News & Events page at <https://www.phbi.ca/news-events>.
- (h) These Official Contest Rules shall be governed by and construed in accordance with the laws of the Province of Alberta, the laws of Canada, as applicable therein, without reference to its conflicts of laws principles.
- (i) The Contest Sponsor is the sole and final arbitrator of any and all disputes, claims and causes of action with the Contest Sponsor and its subsidiaries, agents and sponsors, and all of their respective officers, directors, employees, representatives, successors and assigns or the Contest Sponsor Administrator arising out of or connected with this Contest, any entry and/or any Official Contest Rule or eligibility requirement.
- (j) The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision.
- (k) In the event that any provision is deemed to be invalid or otherwise unenforceable or illegal, these Official Contest Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. Copy of Official Contest Rules

- (a) The Official Contest Rules are available during the Contest Entry Period on the PHBI News & Events page at <https://www.phbi.ca/news-events>.

10. Winners' List

- (a) The announcement of the Winner will be available for 30 days from the date of verification of the Winner on the PHBI News & Events page at <https://www.phbi.ca/news-events>.

11. Sponsor Information

- (a) The Professional Home Builders Institute, Suite 301, 30 Springborough Blvd SW, Calgary AB, T3H 0N9.