

**TD Advisory Panel Survey Contest Rules**  
**This Contest is open to Canadian residents only (excluding Quebec)**  
**And is governed by Canadian law**

**1. CONTEST PERIOD:**

The **TD Advisory Panel** Contest (the “**Contest**”) begins on **November 1, 2016** at **12:00** a.m. Eastern Time (“**ET**”) and ends on **October 31st, 2017** at **11:59** p.m. ET (the “**Contest Period**”).

**2. SPONSOR:**

The Sponsor of the Contest is The Toronto-Dominion Bank (“**Sponsor**”).

**3. ELIGIBILITY:**

Contest is open to natural persons who: i) are legal residents of, and physically located within Canada (excluding Quebec) and who have reached the legal age of majority in their province/territory of residence at the time of entry; and ii) have received an invitation from the Sponsor to participate in a consumer insight survey. The Contest is not open to employees, representatives or agents of the Sponsor, its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, administration, or fulfillment of the Contest (collectively, the “**Contest Parties**”), or to the immediate family members of such persons, and those with whom such persons are living, whether related or not. For the purpose of this Contest, immediate family is defined as spouse, partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.

**4. HOW TO ENTER:**

**NO PURCHASE NECESSARY.** There are two means to enter the Contest, by participating in a consumer insight survey provided by the Sponsor, or by submitting a write-in entry.

**A. Survey Entry.** Eligible entrants who receive an invitation (“**Invitation**”) from the Sponsor and successfully complete a survey during the Contest Period will receive one (1) entry into the Contest. To enter by completing a survey, follow the instructions in your Invitation to go to the survey website (the “**Website**”) and follow the on-screen instructions to obtain an online survey available on the Website. Fully complete a consumer insight survey and provide all information requested. Entrants who successfully complete a survey available on the Website during the Contest Period will be automatically receive one (1) entry into the Contest (the “**Survey Entry**”). By completing a survey, you signify your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”). To be eligible, a Survey Entry must be submitted and received in accordance with these Rules during the Contest Period. All eligible Survey Entries submitted and received in accordance with these Rules during the Contest Period will be entered into the random prize draw.

**B. Write-in Entry.** To enter without completing a survey, print your first name, last name, telephone number, complete mailing address, date of birth, and signature on a plain white piece of paper and mail it (in a separate envelope with sufficient postage) to: **TD Advisory Panel Contest, Vision Critical Communications Inc., Mezzanine, 200 Granville Street Vancouver, BC V6C 1S4**. All mail-in entries must be postmarked during the Contest Period. Upon receipt of your mail-in entry in accordance with these Rules, you will receive one (1) “**Mail-in Entry**”.

Survey Entries and Write-in Entries are collectively “**Entries**”.

**5. ENTRY LIMIT:**

For greater certainty and the avoidance of any doubt, you can only use one (1) email address to enter the Contest. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt

this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received in accordance with these Rules during the Contest Period. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete, illegible, stolen, misdirected, or postage due or incompatible Entries (all of which are void).

#### **6. VERIFICATION:**

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

#### **7. THE PRIZE AND APPROXIMATE RETAIL VALUE:**

Each month there will be three (3) prize available to be won consisting of **Amazon gift certificates**; with an approximate retail prize value of **\$150** (the "**Prize**") each. Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award.

#### **8. WINNER SELECTION PROCESS:**

On or about **7<sup>th</sup> day of every month within the contest period** (the "**Draw Date**") in **Vancouver, BC** at approximately **12:00 p.m. ET**, three (3) eligible entrants will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period. No correspondence will be entered into with entrants except with the selected entrant.

#### **9. WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of **two (2)** attempts to contact the selected entrant (using the information provided on the Entry) within **ten (10)** business days of the Draw Date. If the selected entrant cannot be contacted within **ten (10)** business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the 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 eligible Entries submitted and received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

#### **10. WINNER CONFIRMATION PROCESS:**

**BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER**, the selected entrant 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 online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within **five (5)** business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the 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 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 in any manner or medium whatsoever, including print, broadcast or the internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these 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 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 eligible Entries submitted and received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

## **11. GENERAL CONDITIONS:**

All Entries become the property of the Sponsor. 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 these 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.

The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. **ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.**

All entrants release and forever discharge 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 Released Parties will not be liable for: (i) any failure of the Website during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

The Sponsor reserves the right, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor

reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. 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.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.td.com/privacy-and-security/privacy-and-security/index.jsp>). 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.

The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest -related materials, including, but not limited to: the Entry Form, Website, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.