

## CAA MANITOBA MOBILE TIRE CHANGE CONTEST – CONTEST RULES

### CONTEST PERIOD AND ELIGIBILITY

1. The Mobile Tire Change Contest (“**Contest**”) sponsored by CAA Club Group (operating as CAA Manitoba) (“**CAA**”) is open 12:00:01 a.m. CT on Monday, September 20, 2021 and ending at 11:59:59 p.m. CT on Wednesday, December 15, 2021 (“**Contest Period**”) to persons who reside within the club territory of CAA Manitoba, and have reached the age of majority in the Province of Manitoba (18 years of age) as of the date of entry for the Contest with the following exceptions: employees and retirees of CAA and its affiliates, partners, suppliers, representatives, agents, advertising and promotional agencies, the independent contest agency if any, and the household members and Immediate Family of any of the above are not eligible to participate in the Contest. For the purpose of these Contest Rules, “**Immediate Family**” means spouse, mother, father, brother, sister, son or daughter, whether or not they reside in the same household.

### HOW TO ENTER

2. No purchase is necessary. An entry into the Contest may be submitted in one (1) of two (2) ways:

**Purchase Method of Entry:** CAA Members who book a mobile tire change appointment online between September 20, 2021 and December 15, 2021 will be automatically entered into the Contest. Online appointments must be made on <https://caamanitoba.com/mobiletire/>. One (1) entry per appointment.

**No Purchase Necessary Method of Entry:** Participants who are not CAA Members or who do not wish to make a purchase may enter the Contest by submitting a written essay of 50 to 100 words in length on the topic of “Why They Would Appreciate Winning a Contest Prize”, along with their typed or printed full First and Last Name, Address, Telephone Number and Email Address (collectively, the “**Written Submission**”), and sending the Written Submission by mail in a separate envelope with sufficient postage to Mobile Tire Change Contest c/o CAA Manitoba, 870 Empress Street, Winnipeg, Manitoba. One (1) entry per Written Submission per person.

3. Only one (1) entry per person and per household. For online entries, proof of sending is not proof of receipt. For mail-in entries, proof of mailing is not proof of receipt. Entries that are incomplete, late, lost, and/or irregular in any way or sent by an unauthorized method are automatically void and will not be eligible or accepted. Entries will only be accepted as described herein and will not be accepted by any other means.
4. By entering the Contest, entrants agree to be bound by these Contest Rules and all decisions of CAA, which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

### THE PRIZES

1. Two (2) prizes are available to be won (individually a “**Prize**”, collectively the “**Prizes**”), each consisting of:

**For Purchase Method of Entry:**

- One (1) prize consisting of four (4) Pirelli Tires, total retail value of approximately CAD\$1500.

**For No Purchase Necessary Method of Entry:**

- One (1) CAA Gift Card valued at CAD\$10.
2. The Prizes must be accepted as awarded, and may not be assigned, transferred, substituted exchanged, refunded or redeemed for cash value. CAA reserves the right to substitute a Prize with an item of equivalent or greater retail value in the event that a Prize is unavailable due to circumstances beyond CAA's control. Prizes include delivery within approximately four (4) to six (6) weeks. Any costs or expenses associated with the Prizes not specified herein will be the responsibility of Winners (as defined below).

**THE DRAWS**

3. Two (2) Prize winners ("**Winner(s)**") will be selected by random draw from all eligible entries received during the Contest Period. The decision will be made by CAA on Thursday, December 16, 2021 at 2:00 p.m. CT at its head office located at 870 Empress Street, Winnipeg, MB.
4. The odds of winning a Prize will depend on the number of eligible entries received during the Contest Period.

**WINNER CONFIRMATION AND PRIZE CLAIM CONDITIONS**

5. Selected entrants will be notified by telephone at the number provided at the time of entry, and are subject to verification by CAA and/or its designated representatives, in their sole discretion. No communication or correspondence will be entered into, except with selected entrants.
6. To be confirmed a Winner, the selected entrant must:
  - (a) confirm compliance with these Contest Rules;
  - (b) accept the Prize as awarded;
  - (c) correctly answer a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, and within the time prescribed; and
  - (d) sign and return a Declaration of Compliance and Release of Liability and Publicity, in the form requested by CAA, within ten (10) business days from the date of delivery thereof, if requested by CAA and/or its designated representatives.
7. The mathematical skill-testing question will be administered by mail and returned to CAA Manitoba, 870 Empress Street, Winnipeg, Manitoba, R3C 2Z3.
8. If the selected entrant cannot be contacted by telephone personally and without leaving a message within seven (7) business days of the first attempt to contact him/her and after a minimum of three (3) attempts, or fails to be confirmed as a Winner within the time prescribed, he/she will be disqualified and will not receive any Prize, and at CAA's discretion another eligible entry will be

selected from the remaining eligible entries received, who will be subject to disqualification in the same manner. The initial selected winner will have no recourse towards CAA or anyone involved in the Contest.

#### **RIGHT TO DISQUALIFY / TERMINATE / SUSPEND / MODIFY**

9. CAA may, at its sole discretion, terminate, disqualify or withdraw any Contest entry without liability and without notice to the entrant. CAA reserves the right, in its sole discretion, to terminate, cancel, modify or suspend this Contest or these Contest Rules for any reason including should a virus, bug, unauthorized human intervention or other cause beyond the reasonable control of CAA corrupt or affect the security, integrity, fairness, or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is illegal, and should such an attempt be made, CAA reserves the right to seek remedies and damages to the fullest extent permitted by law, including, where appropriate, criminal prosecution. Entries are subject to verification and will be declared invalid and disqualified if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

#### **LIMITATION OF LIABILITY AND RELEASES**

10. BY ENTERING THE CONTEST, ENTRANTS AGREE TO RELEASE CAA AND ITS AFFILIATED COMPANIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, SPONSORS, ADMINISTRATORS, REPRESENTATIVES AND AGENTS, INCLUDING BUT NOT LIMITED TO CAA'S ADVERTISING AND PROMOTIONAL AGENCIES (THE "**RELEASEES**") FROM ANY AND ALL LIABILITY CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: (a) PARTICIPATION IN THE CONTEST, (b) ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR (c) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.
11. Refusal by an entrant to accept the Prize or any part of the Prize releases and forever discharges CAA and its agents from all obligations related to the Prize, including delivery.
12. CAA assumes no responsibility for entries which are late, lost, stolen, damaged, illegible, incomplete, misdirected, postage due, destroyed or delayed. CAA assumes no responsibility for any failure of any Contest website or computer systems during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any entry including an online entry to be received by CAA on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's property (including computer) related to or resulting from participating in, or downloading any material in relation to the Contest.
13. CAA's suppliers are independent third parties over which CAA does not exercise any control. CAA is not responsible for the acts or omissions of these suppliers, nor does it assume any responsibility for any claims, losses, damages, costs, expenses, delays or loss of enjoyment to the Winner.

#### **PRIVACY/PUBLICITY**

14. CAA and its designated representatives will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest, prize fulfillment and for any purpose required or permitted by law. CAA may, from time to time, upon consent of the entrant (if required by law), use the personal information provided in connection with this Contest to (i) contact selected entrants for the purpose of notifying him/her, (ii) contact entrants directly regarding products and services provided by CAA and its affiliates, and (iii) research the effectiveness of websites and the marketing, advertising and sales efforts of CAA and its affiliates. Please see CAA's Privacy Policy at [https://www.caamanitoba.com/privacy\\_policy](https://www.caamanitoba.com/privacy_policy) for more information.
15. By participating in this Contest, entrants consent to the use of their name, city of residence, voice, photograph, image or likeness in any publicity or advertisement carried out by or on behalf of CAA in connection with this Contest, without any further payment or consideration.

## GENERAL RULES

16. This Contest is subject to all applicable federal, provincial, and municipal laws and shall be governed by the laws of Manitoba. All entries become the property of CAA and none will be returned. Online entries must be made by the original, manual keystrokes of the individual entrant. Use of mechanical assistance, form filling software, or robotic assistance is prohibited. Only one (1) entrant's name may appear on the entry form.
17. In the event of a dispute as to the identity of a selected entrant based on an e-mail address, the winning entry will be deemed to have been made by the Authorized Account Holder of the e-mail address at the time of entry. The "**Authorized Account Holder**" is the natural person who is assigned an e-mail address by an internet service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the e-mail address in question.
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19. ®CAA trademarks are owned by, and use is authorized by, the Canadian Automobile Association. Making bad days good. And good days better.® is a registered trademark of CAA Club Group.