

## OFFICIAL RULES 2018 SURVEY CONTEST

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

**SPONSOR:** The Survey Contest ("Contest") is sponsored by Impact Auto Auctions Ltd. ("Sponsor").

**WHO CAN ENTER:** OPEN ONLY TO LEGAL RESIDENTS OF CANADA WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE, AS OF THE DATE OF ENTRY. Employees, officers and directors of the Sponsor, its parents, subsidiaries, affiliated companies, advertising, promotion, or production agencies, web masters/suppliers, and any other coordinating agencies involved in the development, implementation, and distribution of the Contest (the "Contest Entities") (and their dependents, immediate family members [spouse, parents, children, siblings] and individuals with whom they are domiciled or otherwise residing in the same household of each, whether or not related), are not eligible to participate. By participating, entrants agree to these Official Rules. Void where prohibited.

**CONTEST PERIOD:** The Contest starts at 12:00:01 am Eastern Time ("ET") on **September 1, 2018** and ends on **September 30, 2018** at 11:59:59 pm ET (the "Contest Period").

**HOW TO ENTER:** During the Contest Period, visit [impactauto.ca](http://impactauto.ca) (the "Website") and follow the online instructions to complete and submit the survey and online registration form in its entirety, including full name, complete postal mailing address, email address and/or daytime phone number (if the entrant chooses to provide one) in order to receive one (1) entry in the Contest. Only one (1) entry into the Contest per person during the Contest Period is permitted regardless of the method of entry. Use of any automated system to participate is prohibited and may result in disqualification.

**To enter without completing a survey:** To enter the Contest without completing a survey, no purchase entrants must mail, in a first-class stamped envelope, a 3x5 card to: **2018 Survey Contest, Impact Auto Auctions, 800-50 Burnhamthorpe Road W, Mississauga, Ontario L5B 3C2**. Such card must be postmarked during the Contest Period (and received by the Sponsor no later than October 7, 2018) and must contain the following information of the entrant: hand printed primary e-mail address, full name, return mailing address, date of birth and daytime phone number.

Contest Entities are not responsible for lost, late, damaged, illegible, stolen, misdirected, misidentified, postage due or incomplete entries, for any problems or technical or mechanical malfunction of any telephone systems, computer on-line systems, servers, access providers, computer equipment, software, failure of any entry to be received by the Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or inaccurate entry information, whether caused by equipment, programming used in the Contest, human processing or otherwise, or any combination thereof. Entries become the property of Sponsor and will not be returned.

**CONTEST RANDOM DRAW:** The random drawing in the Contest will be held on **October 8, 2018** at 2:00 pm ET at the offices of the Sponsor, **800-50 Burnhamthorpe Road W, Mississauga, Ontario L5B 3C2**. In order to be declared a winner, each potential winner must first sign a declaration and release form (which will include the correct answer, provided by the potential winner and without mechanical or other assistance, to the mathematical skill-testing question posed on the form), to be administered by e-mail or mail, and his/her entry must be verified by Sponsor. Sponsor reserves the right to require proof of age and jurisdiction of residence prior to awarding any prize.

**PRIZES:** **Two (2) prizes** will be awarded in the Contest. The Grand Prize, an **Apple iPhone X (approximate retail value CAD\$1,319)**, will be awarded to the first entry selected in a random draw from among all eligible entries received during the Contest Period. The Second Prize, a **Samsung Galaxy S9 (approximate retail value CAD\$959)**, will be awarded to the second entry selected in a random draw from among all eligible entries received during the Contest Period. Wireless service and data plans are NOT INCLUDED with the prizes, and the Sponsor makes no representations that the prizes are supported and can be activated by all service providers. Any and all fees and costs associated with activation of a prize are the sole responsibility of the winner. Prize values are based on the approximate retail value at the commencement of the Contest. No compensation will be offered for any difference in value between stated approximate retail value and the actual approximate retail value at time of prize award. Neither Apple nor Samsung is a participant in or a sponsor of this Contest. The prizes will

be delivered to the confirmed winners by mail or courier to the postal address provided in connection with each confirmed entrant's Contest entry.

All prizes are non-transferable and non-assignable. No cash alternative or substitution of prizes is permitted except by Sponsor. Sponsor will make every reasonable effort to award all prizes. The process described above will be followed until all prizes in the Contest are awarded or there are no more eligible entrants, whichever occurs first. Odds of winning a prize in the Contest are dependent on the number of eligible entries received during the Contest Period. Each winner is solely responsible for the following in relation to the prize awarded: (i) any and all applicable taxes; and (ii) any and all applicable fees and expenses that are not specifically set forth herein as included with the Prize. Sponsor is awarding the prizes on an "AS-IS" basis without warranty, guaranty or representation of any kind express or implied, including without limitation any implied warranty of merchantability, fitness for a particular purpose and usability by the winner.

**WINNER NOTIFICATION:** Potential winners of the Contest will be required to acknowledge by phone or in writing his or her receipt of notification of eligibility for prize and sign a declaration and release form (which will include the correct answer, provided by the potential winner without mechanical or other assistance, to the mathematical skill-testing question posed on the form) and return it to the Sponsor within ten (10) business days of the date on which it is sent to potential winner for signing. If no response is received by the Sponsor within ten (10) business days of notification, the prize will be forfeited and an alternate winner may be selected in a random draw from the remaining eligible entries. If any potential winner is found to be ineligible, or if he/she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. All prizes, after verification, will be shipped to the winner within 6 weeks. Winners of the Contest may also be announced on [impactauto.ca](http://impactauto.ca) using their first name and last initial, city and province.

**GENERAL:** Contest Entities are not responsible for any costs associated with claiming any prize. Winners are solely responsible for the reporting and payment of any and all taxes, if any, that may result in claiming a prize in the Contest.

Entries in any way tampered with, forged, mutilated, incomplete, illegible, photocopied or mechanically reproduced, or submitted by or through fraudulent means, may be disqualified, in the sole discretion of Sponsor. This includes any entry that does not comply with these Official Rules in any respect.

Decisions of Sponsor are final on all matters of fact, interpretation, eligibility, procedure and fulfillment in respect to the Contest. Sponsor reserves the right at any time to suspend, modify or terminate the Contest or to modify, amend, or supplement these Official Rules, in its sole discretion, subject to applicable law.

By participating in the Contest, entrants who are selected consent to the use by Contest Entities of their name, city, and province for any lawful purpose, without further notice, permission or compensation, except where prohibited by law. The winners agree to abide by and be bound by these Official Rules.

Any personally identifiable information collected during an individual's participation in the Contest or any survey is subject to the Sponsor's Privacy Policy available at [www.impactauto.ca/Support/PrivacyPolicy](http://www.impactauto.ca/Support/PrivacyPolicy).

Contest Entities are not responsible for and shall not be liable for: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) failed, incomplete, garbled, or delayed computer transmissions; (iii) any condition caused by events beyond the control of Contest Entities that may cause the Contest to be disrupted or corrupted; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of a prize, or from participation in the Contest; or (v) any printing or typographical errors in any materials associated with the Contest. Sponsor reserves the right, in its discretion and with the consent of the Régie des alcools, des courses et des jeux in the province of Quebec, to suspend or cancel the Contest at any time if a computer virus, bug, tampering, unauthorized intervention, or other technical problem of any sort corrupts the administration, security, or proper play of the Contest. Sponsor also reserves the right to disqualify, in its sole discretion, any person tampering with the entry process, the operation of the Website, or who is otherwise in violation of these Official Rules. Any attempt to damage the Website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Contest Entities reserve the right to prosecute violators to the fullest extent allowable by law.

By participating in the Contest, each participant agrees to release and hold harmless the Contest Entities from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Except where prohibited, participants agree that: (i) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred in participation but in no event legal fees; and (ii) under no circumstances will a participant be entitled to obtain awards for and participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket costs, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the decisions of the Contest Entities in connection with the Contest, shall be governed by and construed in accordance with the laws of Province of Ontario and the federal laws of Canada applicable therein. Should any term or provision of this paragraph or any other rule herein be determined by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall, but only to the extent necessary to bring the rule within the requirements of such law, be deemed to be severed from the other terms and conditions; and the remainder of these Official Rules shall be given effect as if it had not included the severed item.

**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 Régie only for the purpose of helping the parties reach a settlement.

For a list of prize winners or for a copy of these Official Rules, send a self-addressed stamped envelope to: **2018 Survey Contest, Impact Auto Auctions, 800-50 Burnhamthorpe Road W, Mississauga, Ontario L5B 3C2**, with a written request for the rules or winner list within one (1) year of the end of the Contest Period.

The Contest is subject to all Federal, Provincial and local laws.

Mini-rules: \*No purchase necessary. Contest closes September 30, 2018 at 11:59:59 pm Eastern Time. Open to age of majority residents of Canada only. Two (2) prizes are available to be won: the Grand Prize is an Apple iPhone X (approximate retail value CAD\$1,319) and the Second Prize, a Samsung Galaxy S9 (approximate retail value CAD\$959). Wireless service and data plans are NOT INCLUDED with the prizes. The prizes may not be supported or activated by all service providers. All fees and costs associated with activation of a prize are the sole responsibility of the winner. Correct answer to mathematical skill-testing question required. To enter and for full contest rules, visit [impactauto.ca](http://impactauto.ca). Odds of winning depend on the number of eligible entries received. Neither Apple nor Samsung is a participant in or a sponsor of this Contest.