# THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW

The RBC Rewards® Not so Secret Santa Gift Exchange #2 (the "Contest") is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see below). Facebook is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook. You may only use one (1) Facebook account (the "Account") to participate in this Contest.

### 1. CONTEST PERIOD:

The Contest begins on December 3, 2015 at 12:00:01 pm Eastern Time ("ET") and ends on December 5, 2015 at 11:59:59 p.m. ET (the "Contest Period").

#### 2. ELIGIBILITY:

Contest is open to residents in Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Royal Bank of Canada (the "Sponsor"), its subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the "Contest Parties").

#### 3. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, you (the "Nominator") must nominate someone who deserves a gift by commenting on the "Best Not-so-Secret Santa Ever" post on the Sponsor's Facebook page and tagging the name of the deserving individual (the "Nominee") in your comment (the "Entry"). Each comment and corresponding tag (together, the "Entry Form") will count as one entry to the Contest. To be eligible, your Entry must be submitted and received within the Contest Period. All eligible Entries submitted and received during the Contest Period will be entered into the random prize draw.

There is a limit of one (1) Entry per person/Account permitted during the Contest Period. For greater certainty and the avoidance of any doubt, you can only use one (1) Account 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: (i) obtain more than one (1) Entry per person/Account during the Contest Period; and/or (ii) use (or attempt to use) multiple names, identities email addresses, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or 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 during the Contest Period. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

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 an Entry 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 satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

## 4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

There will be two (2) prizes available to be won, each consisting of a kate spade Metro Owl Strap Watch, with an approximate retail prize value of \$ \$276 CDN, each a "**Prize**". The total retail value of all Prizes is \$552 CDN.

The selected Nominator who is declared the confirmed winner will receive 5,000 RBC Rewards points. It could take up to 2 weeks from when the Sponsor receives the signed declaration and release forms for the RBC Rewards points to appear in their RBC Rewards account. If the selected Nominator who is declared the confirmed winner is not an RBC Rewards cardholder, they will be awarded cash in the value of the RBC Rewards points (an approximate cash value of \$50 CDN).

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 value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Prize will only be awarded to the person whose verifiable full name and valid email address appears on the Entry Form associated with the Entry in question.

#### 5. RANDOM PRIZE DRAW AND WINNER SELECTION:

On December 6, 2015 (the "**Draw Date**") in Toronto, ON at approximately 12:00 p.m. ET, two (2) eligible entrants will be selected by random draw from among all eligible Entries submitted and received during the Contest Period in accordance with these Rules. These two (2) entrants will be eligible to win a Prize.

The Sponsor will reply publically to the eligible entrants' comment on the social media post, asking the eligible entrant to send them a direct message with their contact information. The Sponsor or its designated representative will make a minimum of 3 attempts to contact the selected entrant within 3 business days of the Draw Date. If the selected entrant cannot be contacted within 3 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 (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the selected entrant will be required to: (a) correctly answer a time limited mathematical skill-testing question without mechanical or other aid to be posed by telephone at a mutually convenient time and date; and (b) sign and return, and cause the Nominee to sign and return, within 7 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, Facebook Inc., and each of their respective officers, directors, 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 whatsoever, including print, broadcast or the internet. If the selected entrant: (a) fails to correctly answer the skill-testing question within the allotted time; (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 (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

Once a Nominator has been declared the confirmed prize winner, the prize will be mailed to him/her, not to the Nominee. The Nominator is responsible for delivering the prize to the Nominee.

## 6. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal 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 DETERMINED 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.

The Released Parties will not be liable for: (i) any failure of the Website, Fanpage and/or Application during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received, captured or recorded for any reason, 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, Entries will be deemed to have been submitted by the authorized account holder of the Account used at the time of entry. "Authorized account holder" is defined as the person who is assigned to an Account by Facebook. 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 Account associated with the Entry in question.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, without prior individual notice, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. 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, with the consent of the Régie, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior individual 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.

<u>For Quebec residents</u>: 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 the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

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.rbc.com/privacysecurity/ca/), unless the entrant otherwise agrees. Any other consent that the entrant has given to the Sponsor to receive commercial electronic messages which are currently in effect, and unrelated to this Contest, shall not be affected by the request for consent made pursuant to this Contest.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior individual notice, to adjust any of the dates and/or timeframes 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 English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Website, Application, Fanpage, French version of these Rules, 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.

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