



**Contest Rules for Best Buy's
UPGRADE MY ENVIRONMENT Contest
(the "Contest")
April 1, 2022 – April 30, 2022**

How to Enter

1. No purchase necessary.
2. Entries may be made between 12:01 a.m. PST on April 1, 2022 and 11:59 p.m. PST on April 30, 2022 (the "Contest Period") in one of the following methods, each of which will count as one entry:
 - a. Online: Students who drop off electronics to local Best Buy stores will be given a ballot with a unique code in return. The student will then need to register their information and unique ballot code at the Recycle My Electronics Learning Hub found at: recycleMYelectronics.ca/upgrade and enter their school name from the drop-down menu on the site.
 - b. By Mail: by printing your full legal name, date of birth, city or town of residence, phone number and email address as well as public school you are associated with on a piece of paper, and mailing it to Recycle MY Electronics/Best Buy Contest c/o EPRA/ARPE; 5750 Explorer Drive, #301, Mississauga, ON L4W 0A9.
3. Entries that are fraudulent are not permitted and will be declared invalid.

Who Can Enter

4. The Contest is open to all residents of Canada, including Quebec. Where an entrant is a minor, a parent or guardian who has reached the age of majority in his or her province of residence by the closing date of the Contest, must indicate acceptance of the Contest rules for the entrant to be eligible and in such instances the prize will be awarded to such parent or guardian.
5. The Contest is not open to employees of Best Buy Canada Ltd. ("Best Buy"), the Electronic Products Recycling Association ("EPRA") or their parent, subsidiaries, or affiliated companies, their advertising and promotion agencies, or their other representatives or agents, or anyone with whom any of the foregoing is domiciled.
6. Individuals who have won a prize from Best Buy in the past year are not eligible to win a prize in this Contest.

The Prize

7. There are five (5) prizes available to be won: there will be four (4) weekly prizes consisting of one (1) \$250 Best Buy gift card each week and one (1) grand prize consisting of a \$10,000 technology package that will be awarded to an elementary or secondary public school associated with the most number of entrants. Best Buy will work directly with the grand prize winner to curate a custom technology package that includes any product(s) that can be purchased through Best Buy Canada. The total retail value of the grand prize is approximately \$10,000.
8. Each prize must be accepted as awarded. The prizes may not be sold, transferred and no component thereof is convertible to cash.

9. Prizes to be administered by Best Buy. All of the above Prize details are subject to change without notice at the Best Buy's sole discretion.
10. All other expenses not specified herein are the sole responsibility of the winner.
11. Prizes are subject to the following restrictions:
 - a. Each Prize is non-transferable, non-exchangeable, and not redeemable for cash;
 - b. Each prize must be accepted as awarded and may not be sold; and
 - c. Best Buy reserves the right to substitute any of the prizes with a prize of equivalent retail value in the event the prizes are not reasonably available at their discretion.

Contest Draw

12. The contest will take place from April 1, 2022 at 12:01 a.m. PST until April 30, 2022 at 11:59 p.m. PST. Draws will take place each week for the weekly prizes and at the end of the contest for the grand prize. The winners of the weekly prizes will be selected by random draw from all eligible entries submitted as provided in these Contest Rules. Draw(s) will be made on April 8, 15, 22 and 29, 2022 at the EPRA office located at 5750 Explorer Drive, #301, Mississauga, ON L4W 0A9. The grand prize winner will be selected as the public school with the most contest ballots submitted.
13. Following the draw(s), the selected entrants will be contacted at the email address or telephone number included in their Contest entry.
14. In order to receive a prize, the selected entrants must:
 - a. respond to the prize notification email or telephone call within forty-eight (48) hours of transmission;
 - b. correctly answer, unaided, a time-limited, mathematical skill-testing question; and
 - c. sign a declaration to Best Buy within five (5) days of receipt of the Prize Acceptance and Acknowledgement Form stating that he/she:
 - i. has read, understands and complies with the Contest rules;
 - ii. releases and discharges Best Buy, EPRA and their respective parents, subsidiaries affiliates, officers, directors, employees, and agents (collectively, the "Released Parties"); and
 - iii. consents to the announcement of the winner's name and the use by or on behalf of Best Buy of the winner's name, address, photograph, likeness, voice or statements, and/or use of winning room for advertising and promotional purposes without any further compensation to the winner.
15. Should the prize winners fail to comply with any of the requirements set out in paragraph 14, their applicable prize will be automatically forfeited and another entrant will be selected by random draw.
16. The chances of winning a prize depend on the number of eligible entries received.

Consent to Personal Information Use and Disclosure

17. By entering the Contest, participants consent to Best Buy's collection, use and disclosure of the personal information provided in Contest entries for the administration of the Contest and in aggregated, non-personal form in order to create reports regarding Contest entrant demographics and consumer habits, which reports Best Buy may disclose to others.
18. Participants who indicate on their entry form that they wish to receive Best Buy's e-newsletter further consent to the collection, use, and disclosure of their personal information (including their email address) by Best Buy for the purpose of providing the e-newsletter. Signing-up for the e-newsletter will not affect the odds of winning.

Disclaimer and Liability Exclusion

19. The Released Parties will not, under any circumstances, be responsible for, or liable to any Contest entrant or any other person for:

- a. any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest entries, regardless of the cause;
- b. any failure for any reason whatsoever of the selected entrant to receive a prize notification email;
- c. any changes in email addresses or email address assignments after Contest entry forms are submitted;
- d. any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause; or
- e. any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest or the submission of entries to the Contest or participation in the Contest or the Contest prize, or the use of the www.bestbuycanada.ca web site (including the downloading of any materials from that web site) and regardless of the cause or any negligence by Best Buy or anyone for whom Best Buy is responsible, and notwithstanding that Best Buy may have been advised of the possibility of such loss or damage being incurred.

Other Matters

20. If for any reason the Contest is not capable of being conducted as intended by Best Buy, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, Best Buy may, at its sole discretion, disqualify any entrant responsible for such misconduct and cancel, terminate, modify, or suspend the Contest.
21. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND BEST BUY RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.**
22. Return of any prize notification email as undeliverable may result in disqualification, and an alternate winner may be selected.
23. Decisions of Contest judges in respect of any aspect of the Contest are final and binding on all entrants.
24. Participation in the Contest constitutes acceptance and agreement to these Contest rules.
25. Best Buy reserves the right, at its option, to publish the winner's name, address, photograph, likeness, voice or statements without any further compensation to the winner.
26. The Contest is subject to all applicable federal, provincial and local laws and is void where prohibited by law. Best Buy may, where required by law, disclose contest entrant information to the government. If any provision of these rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
27. Any litigation respecting the conduct or organization of this Contest may be submitted by a resident of the Province of Quebec to the Régie des alcools, des jeux et des courses for a ruling. Any litigation respecting the awarding of a prize may be submitted by a resident of the Province of Quebec to the Régie only for the purpose of helping the parties reach a settlement.
28. Bestbuy.ca and bestbuycanadacares.ca are websites owned and operated by Best Buy Canada Ltd.
29. Best Buy may, where required by law, disclose contest entrant information to the government.