

# Capture Your Moment Contest Official Rules

# **CONTEST PERIOD**

The "Capture Your Moment Contest" (the "Contest") begins on September 11, at 8 a.m. ET and ends on October 11, 2023, at 11:59 p.m. ET (the "Contest Period"). Sun Life Assurance Company of Canada (the "Contest Sponsor") sponsors the Contest.

## **ELIGIBILITY**

The Contest is open to legal residents of Canada. Residents must be the age of majority in the province/territory they live. To be eligible for the Contest, you must be:

- an active member of a Group Benefits plan with the Contest Sponsor, or
- an active member of a Group Retirement plan with the Contest Sponsor, or
- a Sun Life Group Choices Plan Client, or
- a Sun Life Individual Insurance & Investments Client

(the "Entrant", collectively the "Entrants").

Employees, representatives, or agents of the Contest Sponsor or its affiliates cannot enter the Contest. Immediate family or those living in the same household as those employees, representatives or agents cannot enter the Contest. The expression "immediate family" means spouse, mother, father, sister, brother, son or daughter.

# **HOW TO ENTER - NO PURCHASE NECESSARY**

To be able to win, Entrants must sign in to sunlife.ca (mysunlife.ca if they're a plan member) or the my Sun Life mobile app one (1) time during the Contest Period. After completing this step, they will be automatically entered into the contest draw (the "Entry"; collectively the "Entries"). If Entrants do not already have an account or is unregistered, Entrants must create their account on sunlife.ca (mysunlife.ca if they're a plan member) or the my Sun Life mobile app to enter.

The Entrants will earn a maximum of one (1) entry during the Contest Period. Signing in to sunlife.ca or my Sun Life mobile app multiple times only earns one (1) entry. The App can be downloaded on iPhone and Android devices from the Apple App Store and Google Play. App Store is a trademark of Apple Inc., registered in the U.S. and other countries. Google Play is a



trademark of Google Inc. If already registered, Entrants solely need to sign in to their current sunlife.ca (or mysunlife.ca if they're a plan member) account to enter.

# **Alternative Entry**

The Contest Sponsor will pull the log data at the end of the Contest Period. From this list, there will be a random draw of the winner. Alternatively, Entrants may enter the Contest by submitting a 250-word essay about what they would do with the prize. This alternative method ("Alternative Entry") will only earn the Entrants one (1) entry. Entrants must include full name, address, phone number and email address on the essay for the Alternative Entry. Essays can be mailed to:

2023 Capture Your Moment Contest Essay Sun Life 1 York Street Toronto, ON, M5J 0B6

Sun Life is not responsible for any lost emails, emails bounces, or misdirected/lost mail. All contest dates and deadlines apply.

#### **PRIZES**

This prize consists of one (1) set of prepaid credit cards with a total value of \$10,000 CAD (the "Prize").

The Prize must be accepted as awarded. No substitutions will be available. The Prize will ship at the Contest Sponsor's expense to the address provided by the winner. The selected Entrant agrees to sign and return the Contest Sponsor's Declaration and Release form before receiving the Prize.

## **THE DRAW**

On October 12, 2023, at 10 a.m. ET (the "Draw Date") at the Sun Life offices located at 1 York Street, Toronto, ON, M5J OB6. The Contest Sponsor will randomly select one (1) Entrant (a "Winner") among all certified Entries. The first name selected will be the Prize Winner. All Entrants have an equal chance of winning. The odds of winning depend on the number of Entrants who enter the Contest during the Contest Period.

The Contest Sponsor will make three (3) attempts to contact Winner within ten (10) business days of the Draw Date. Attempts will be by phone or email. If a Winner does not make contact within ten (10) business days, they will forfeit their Prize. If a Winner is a member under a Group



Benefit plan or Group Retirement plan, their plan sponsor reserves the right to forfeit the Prize. The Contest Sponsor reserves the right, in its sole and absolute discretion, to pick an alternate Entrant at random. The foregoing provisions of this section shall apply to such new Winner.

BEFORE BEING DECLARED CONFIRMED PRIZE WINNER, the selected Entrant will be required to:

- a) correctly answer a mathematical skill-testing question; and
- **b)** sign and return within ten (10) business days of notification, the Contest Sponsor's Declaration and Release form, which:
  - i. confirms compliance with these Rules;
  - ii. acknowledges acceptance of their Prize as awarded;
- releases the Contest Sponsor, its parent companies, subsidiaries, affiliates, Prize suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest, and each of their respective officers, directors, agents, representatives, successors and assigns from any and all liability in connection with this Contest, their 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 their 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 Contest Sponsor in any manner whatsoever, including print, broadcast or the internet.

If the selected Entrant:

- a) fail to correctly answer the mathematical skill-testing question;
- b) fail to return the properly executed Contest documents within the specified time; and/or
- c) cannot accept the Prize as awarded for any reason;

then they will be disqualified (and will forfeit all rights to their Prize) and the Contest Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate Entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected Entrant).

#### **CONTEST GENERAL RULES**

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



The Contest Sponsor reserves the right, in its sole and absolute discretion (subject to the approval of the Regie des alcools, des courses et des jeux in Quebec, if applicable), to withdraw, amend or suspend this Contest (or to amend these Rules) in any way without prior notice.

By entering this Contest, each Entrant expressly consents to the Contest Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their Entry only for the purpose of administering the Contest and in accordance with the Contest Sponsor's privacy statement, unless the Entrant otherwise agrees.

The Contest Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules. If applicable, this is subject to the approval of the Regie des alcools, des courses et des jeux in Quebec. The extent of adjustments can be based on:

- a) Purposes of verifying compliance by any Entrant or Entry with these Rules, or because of any technical or other problems.
- b) In light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.
- c) 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, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by applicable law.

#### **INTELLECTUAL PROPERTY**

All intellectual property, including but not limited to trade-marks, copyrights, patents, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by the Contest Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

#### **LIMITATION OF LIABILITY**

The Contest Sponsor and/or its agencies or affiliates will not be responsible for lost, late, invalid, delayed, or misdirected entries. The Contest Sponsor and/or its agencies or affiliates will not be responsible for invalid, expired, unchecked email addresses.



The Contest Sponsor and/or its agencies or affiliates will not be responsible for any unavailability of or interruptions to any service or equipment used in connection with the Contest, including and without limitation to:

- a) Interruptions to any network, server, Internet, website, phone, satellite, computer or other connections.
- **b)** Failures of any hardware, software or other equipment.
- **c)** Garbled, misdirected or jumbled transmissions or traffic congestion.
- d) Other errors of any kind, whether human, technical, mechanical or electronic.
- e) The incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

# **TAX INFORMATION**

All applicable government taxes, if any, on the prize won are the sole responsibility of the Winner of such prize.

#### **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 helping the parties reach a settlement.

# **REST OF CANADA**

For residents of all other provinces and territories outside of Quebec, any litigation must be commenced in the City of Toronto, Ontario.

#### **APPLICABLE LAWS**

The Contest is subject to all applicable federal, provincial and municipal laws.

# **PRIVACY**

Personally identifiable information of contest Entrants that is collected, used or disclosed during the Contest will be used to administer the Contest, select the Entrant and fulfill the Prize and will be treated in accordance with the Contest Sponsor's privacy policy accessible on the Contest Sponsor's website at <a href="https://www.sunlife.com/sl/pslf-canada/en/">https://www.sunlife.com/sl/pslf-canada/en/</a>. Personal information collected during the Contest entry process is temporarily stored by a third-party vendor and may be in a jurisdiction different than the one the user is in, and their personal information may be subject to the laws of the local jurisdiction.