

## **OREA ORPC Twitter Chat Contest Official Contest Rules**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL AND MUNICIPAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE OFFICIAL CONTEST RULES.

**1. Contest Sponsor:** The OREA ONTARIO REALTOR® PARTY CONFERENCE (ORPC) Twitter Chat Contest ("**Contest**") is sponsored and administered by the Ontario Real Estate Association (hereinafter "**OREA**" or "**Contest Sponsor**"). This Contest will be run in accordance with these Rules, subject to amendment by the Contest Sponsor from time to time. To obtain the latest copy of these Official Contest Rules, please visit <http://falcn.co/orea/> or visit the OREA booth at the ORPC conference.

Entrants must comply with these Rules, and will be deemed to have received and understood the Rules by entering the Contest. By entering the Contest, each entrant agrees to be bound by these Official Contest Rules and the decisions of Contest Sponsor, which are final with respect to all matters relating to the Contest.

**2. Contest Period:** The Contest starts at 9:00am Eastern Standard Time ("**EST**") on Nov 19, 2017 and continues until 5:00pm EST on November 21rd, 2017(the "**Contest Period**").

**3. Eligibility:** The Contest is open only to legal residents of Canada (excluding the Province of Quebec) who have reached the age of majority in their province or territory of residence at the time of Contest entry. Employees and immediate family members (including those with whom any such persons are domiciled) of OREA, its Contest suppliers, and Twitter®, Inc., and their subsidiaries, affiliates, directors, officers and agents (regardless of where they reside) are not eligible to enter the Contest. For purposes of this Contest, "immediate family members" shall include the mother, father, brothers, sisters, daughters, sons, partner and spouse of an individual (regardless of where any such "immediate family member" resides).

**4. Requirements for Participation:** To participate in the Contest, you must have a valid Twitter® account and the means to use it. If you do not have a Twitter® account, visit [www.twitter.com](http://www.twitter.com) and register in accordance with the enrollment instructions for a free Twitter® account. The terms and conditions for creating and maintaining a Twitter® account are at the sole discretion of Twitter®, and can be found on the Twitter® website upon registering an account.

**5. How to Enter: No purchase necessary.**

a. ***Tweet Entry***

For an eligible individual to enter the Contest ("**Entrant**"), he or she must first, during the Contest Period, post an original comment, answer, or reply on the online social media service Twitter®, for viewing by users of Twitter®, using the hashtag #ORPC17 (hereinafter a "**Tweet Entry**"). The time and date shown by Twitter® on a Tweet Entry will be the official time for purposes of OREA determining the validity of that Tweet Entry. Each tweet submitted during the Contest Period in compliance with these Contest Rules in all respects, as determined by OREA, will qualify as a Tweet Entry. There are no limits as to the number of times an Entrant may make a Tweet Entry during the Contest Period. Each Entrant will be awarded one (1) or more points for purposes of the Contest for each Tweet Entry they make in accordance with these Contest Rules, as follows:

- i) For each valid Tweet Entry made by the Entrant, one (1) point.
- ii) For each valid Tweet Entry that includes a clearly visible photograph taken of both the Entrant and a serving Member of Provincial Parliament (Ontario) during the Contest Period, a total of five (5) points.
- iii) For each valid Tweet Entry that includes a clearly visible photograph taken of both the Entrant and the OREA Advertisement Around Queen's Park during the Contest Period, a total of five (5) points.

Where used herein, the "**OREA Advertisement Around Queen's Park**" means an OREA advertising poster, displayed by OREA to the public, out of doors, in the general vicinity of Queen's Park in Toronto, that includes the statement "Let's make homes more affordable for Ontario families" and the "OREA" logo.

Each Tweet Entry may earn a maximum of five (5) points, regardless of how many photographs may be attached to it or if an attached photograph meets the requirements for more than one of sections 5(a)(i) to (iii) above.

b. ***Re-Tweet Entry***

Provided an Entrant has made at least one valid Tweet Entry, that Entrant is eligible to further participate in the Contest by Re-Tweet Entries. A "**Re-Tweet Entry**" occurs where a post is made to Twitter® that includes, in the body of the tweet, a previously made Tweet Entry in its entirety, provided the post is made by a valid Twitter® account holder with at least 10 followers and not by the Entrant that originally posted the reproduced Tweet Entry. Each Entrant will receive points for purposes of the Contest for every time a Tweet Entry made by him or her is re-posted on Twitter®, in its entirety, as part of a Re-Tweet Entry, as follows:

- i) For each valid Re-Tweet that includes, in the body of the tweet, a Tweet Entry previously made by the Entrant, in its entirety, and which is made by a Twitter® account holder other than the Entrant that originally made that re-posted Tweet

Entry, and such Twitter® account holder has 25,000 or less followers on Twitter® (or is Tim Hudak) at the time of the Re-Tweet Entry, a total of five (5) points;

ii) For each valid Re-Tweet that includes, in the body of the tweet, a Tweet Entry previously made by the Entrant, in its entirety, and which is made by a Twitter® account holder other than the Entrant that originally made that re-posted Tweet Entry, and such Twitter® account holder has more than 25,000 followers on Twitter® (excluding Tim Hudak) at the time of the Re-Tweet Entry, a total of ten (10) points.

To be valid for purposes of the Contest, a Re-Tweet Entry must be posted on Twitter during the Contest Period. The time and date shown by Twitter® on a Re-Tweet Entry will be the official time for purposes of OREA determining the validity of each Re-Tweet Entry.

c. ***Associated Rights***

Subject to any rights of Twitter®, Inc. pursuant to the terms and conditions of use of Twitter®, all Tweet Entries and Re-Tweet Entries and the content therein, including photographs, and all intellectual property rights therein including copyright, are hereby granted to and shall immediately vest in and become the property of the Contest Sponsor upon their posting to Twitter® and none shall be returned. Each Entrant hereby waives any and all moral rights they may have therein. Without limitation to the foregoing grant, the Entrant hereby gives its consent to the Contest Sponsor, and grants the Contest Sponsor a non-exclusive, royalty-free, perpetual, irrevocable right and licence, to reproduce and publicly display and modify all such content and the Entrant's likeness, image and personality. user name, biographical information, image, photos and/or likeness and statements for promotion, advertising and publicity purposes in connection with this Contest, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on television, video, the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**6. Eligible Tweet Criteria:** A Tweet Entry and a Re-Tweet may not contain any content: (i) that is unlawful, hateful, offensive or obscene, (ii) which incites, solicits, promotes, or provides information about illegal or criminal activities, (iii) that abuses, threatens, promotes, or instigates physical harm or death to others, or yourself, (iv) that promotes and/or contains the addresses of other Web sites, (v) that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (vi) that infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property right of any party, (vii) that constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, pyramid schemes, the promotion of particular stocks of shares and other financial products and services, or any other form of unauthorized

solicitation, or any form of lottery or gambling, (viii) that contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; (ix) that impersonates any person or entity, including any of the Contest Sponsor's employees, dealers, or representatives, (x) that solicits personal information from another user, (xi) that, in any other manner, is deemed by the Contest Sponsor to be inappropriate to the well-being of others, (xiii) that communicates and/or exchanges a message of any kind, third party phone numbers, mobile numbers, emails or home addresses and any other personal details; (xiii) which is inconsistent with the positive messaging which the Contest Sponsor wishes to communicate; (xiv) disparages any persons or organizations, especially those associated with the Contest Sponsor; or (xv) invades the privacy or other rights of any person, firm, or entity, all of which is to be evaluated by the Contest Sponsor in its sole and absolute discretion (collectively the "**Tweet Criteria**"). The Contest Sponsor reserves the right, in its sole discretion, to disqualify any individual, Re-Tweet or Tweet Entry found: (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Rules; (iii) to be acting in an un-sportsmanlike or disruptive manner; (iv) to be in violation of any of the Tweet Criteria specified above; or (iv) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Contest Sponsor's sole discretion. Contest Sponsor reserves the right to demand the removal, from Twitter® and the internet in general, of any Tweet Entry or Re-Tweet made by an Entrant that it considers to fall under any of (i) through (iv) in the immediately preceding sentence and the Entrant shall immediately use his or her best efforts to immediately comply with and carry out such demand.

**7. Prize:** There are three (3) prizes to be won during the Contest, consisting of:

(i) one (1) GOOGLE HOME and Nest System ("**Grand Prize**") (approximate retail value of the Grand Prize is CAD\$500;

(ii) one (1) GOOGLE HOME ("**Second Prize**") (approximate retail value of the Second Prize is \$180.00); and

(iii) one (1) Google Home Mini ("**Third Prize**") (approximate retail value of the Third Prize is \$100).

The Contest Sponsor will not be held to award more prizes than as set out in these Rules.

All incidental costs and expenses associated with the prize, including (without limitation) transportation necessary to enjoy the prize, related gratuities, incidental and personal expenses, and items of a personal nature are not included and are the sole responsibility of the prize winner. Each prize winner will be solely responsible

for all other incidental taxes, costs and expenses related to their prize not mentioned above. Any and all terms and conditions associated with the awarded prize apply.

The prize winner must follow all directions of the Contest Sponsor with respect to the prize or any aspect thereof. Failure to do so may result in termination of participation, or continued participation, in the Contest, the prize or any aspect thereof. The prize must be accepted as awarded without substitution and is not transferrable, refundable, for resale or convertible to cash. The prize winner is not entitled to any difference between the actual value of the prize and the approximate retail value stated herein.

The odds of winning a prize will depend on the number of Entrants, the number of eligible Tweet Entries and Re-Tweet Entries made during the Contest Period, and the number of points allocated for them in accordance with the Contest Rules.

**8. Winner Determination:** There will be three (3) winners. The two (2) individual Entrants with the most points awarded by the end of the Contest Period, as observed by OREA, will each be Contest winners. The winner with the most points will win the Grand Prize, the winner with the second-most points will win the Second Prize, and the winner of the Third Prize will be determined by random draw of all Entrants received during the Contest Period.

Where any of the two highest number of points held by Entrants is held by more than one Entrant, a tie exists. Each of the tying Entrants will be given a rank as compared to the other tying Entrants as determined by the Contest Sponsor randomly. The allocation of prizes will then proceed from the winners with the most points downwards, and when a tie is reached the order will go through the Entrants in the tie according to the rank assigned to them from rank #1 and so on. OREA will tally the number of points for each Entrant on November 23rd, 2017 at or about 10:00am EST in Toronto, Ontario and determine the First Prize and Second Prize Winners. On November 23, 2017 at 10:00am EST, a random draw for the Third Prize will take place in Toronto, Ontario from among all eligible Entrants received during the Contest Period.

Each winning Entrant will be notified via the @OREA Twitter® page and asked to direct message the Contest Sponsor with their contact information within 24 hours of notification. To remain a winner and receive a prize, each winning Entrant must (i) sign and return to OREA all requested prize distribution documents, including but not limited to a Declaration, Release and Waiver Form (the “**Release Form**”), (ii) answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question posed by the Contest Sponsor in a format of its choosing via the Release Form, and (iii) have complied with, be in compliance with, and continue to comply with these Official Contest Rules. If a winning Entrant does not satisfy all the conditions in the previous paragraph within three (3) business days of the notification on the OREA Twitter® page or is

otherwise determined by Contest Sponsor to not meet all of the Contest conditions outlined in these Rules, the selected Entrant will be disqualified and forfeits his/her prize, and another Entrant may be determined from the Entrants with the next most points awarded according to the above-noted process, and who may be subject to disqualification in the same manner. This process will continue until each Prize is awarded to an Entrant in accordance with these Contest Rules; or until there are no more eligible Entrants, whichever comes first. The Contest Sponsor is not responsible for failed attempts to notify any winning Entrant. Upon prize forfeiture, no compensation will be given. Limit of one (1) prize per person. The chances of winning are solely dependent on the total number of eligible entries received during the Contest Period and the number of points awarded for them, as compared to the number of points awarded to a given Entrant. If an Entrant forfeits a prize awarded to them, that prize will be awarded to such Entrant that has the next most points but who has not been otherwise awarded or forfeited a prize.

The Contest Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor) – including, without limitation, government issued photo identification): (i) for the purposes of verifying an Entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of a Tweet Entry or Re-Tweet Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Official Contest Rules. Failure to provide such proof to the satisfaction of the Contest Sponsor in a timely manner may result in disqualification of the Entrant in the sole discretion of the Contest Sponsor.

In case of a dispute over the identity of an Entrant, the authorized account holder of the Twitter® account used for a particular Tweet Entry will be deemed to be the Entrant. "Authorized account holder" is defined as the person who is assigned to a Twitter® account by www.twitter.com. Potential winners may be required to provide the Contest Sponsor with proof that the potential winner is the authorized account holder associated with the Tweet Entries that gave rise to the points that amounted to that Entrant's winning number of points.

**9. Prize Distribution:** Once confirmed as a winner, the corresponding prize will be mailed to the winner via postal mail or provided in person. No responsibility is assumed by the Contest Sponsor any affiliated companies for any postal mail or delivery return as undeliverable without a forwarding address. No responsibility is assumed by the Contest Sponsor or any affiliated companies for the prize after it has been shipped. The Contest Sponsor and all affiliated companies make no representations or warranties of any kind concerning the prizes. Winner bears all risk of loss or damages to prizes after delivery. Unclaimed prizes will not be awarded. Failure to redeem a prize will result in forfeiture of the prize and unused portions of the prize have no cash value. Prize winners are responsible for any

applicable taxes related to any prize received. Actual retail value of prizes may vary due to market conditions.

**10. Prize Substitution:** All prizes are non-exchangeable, non-transferable, non-refundable, and must be accepted as awarded with no substitutions. The Contest Sponsor reserves the right, in the event that the prize, or any component of the prize, cannot be awarded as described herein for any reason, to substitute the same for another prize or component of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

**11. Tampering:** All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Rules may be disqualified by the Contest Sponsor. The Contest Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Contest. If it is discovered by the Contest Sponsor (using any evidence or other information made available to, or otherwise discovered by, the Contest Sponsor) that any Entrant has attempted to use (or used) multiple names, identities, email addresses and/or any automated, macro, script, robotic or other unauthorized system(s) or program(s) to enter the Contest under multiple identifies or to otherwise participate in or disrupt this Contest in an unauthorized or unfair manner, or has acted in any manner to threaten or abuse or harass any person with respect to the Contest, that Entrant may be disqualified from the Contest, and any future contests of the Contest Sponsor, all as determined in the sole discretion of the Contest Sponsor.

Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws. Should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

**12. Modification/Termination:** Subject to applicable law, the Contest Sponsor reserves the right, in their sole discretion and without liability, to terminate or suspend the Contest in whole or in part, or modify the Rules of the Contest at any time without notice if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications, delays or postponement of the PAC, or any other errors or other causes beyond the control of the Contest Sponsor corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules, or for any other reason, at the sole discretion of the Contest Sponsor.

**13. Disclaimer:** The Contest Sponsor assumes no responsibility for failure of Twitter® or the internet during the Contest, 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 email 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 computing device related to or resulting from playing or downloading any material in the promotion.

The Contest Sponsor reserves the right, in their sole discretion, to cancel or suspend the Contest, or a portion of the Contest, should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the Contest. The Contest Sponsor relies on Twitter® to provide it with information necessary to award and track points in accordance with these rules and is not responsible for any failure of Twitter® to make the necessary information available to Contest Sponsor for this purpose.

**14. Release and Liability:** By entering this Contest, each Entrant confirms his or her understanding of and compliance with these Official Contest Rules, and forever releases and covenants to indemnify and hold harmless the Contest Sponsor and their advertising and promotional agencies, their affiliates and respective directors, officers, owners, partners, employees, members, agents, dealers, representatives, successors and assigns (the "**Released Parties**") from and against any and all damages, injuries, death, loss, or liability of any kind to any person or property, including personal injury, death or property damage, due in whole or in part, directly or indirectly, by reason of entering or participating in the Contest, any breach of the Official Contest Rules, or the acceptance, possession, use or misuse of any prize, or while preparing for and/or participating in any Contest and/or prize-related activity. The Entrant agrees to fully hold harmless and indemnify the Released Parties from and against any and all claims by third parties relating to the Contest, without limitation, any claims arising from Contest Sponsor's use of the Tweet Entries, Re-Tweet Entries, and the contents thereof.

**15. Construction and Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of Entrants and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All entrants consent to the jurisdiction and venue of the Province of Ontario for all disputes and litigation arising from or relating to the Contest. All entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada located in Toronto, Ontario, and the provincial courts of the Province of Ontario located in Toronto, Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. In the event of a conflict between the Official Contest Rules and any instructions or interpretations of these Official Contest Rules given by an employee of the Contest Sponsor or its contractors regarding the Contest, these Official Contest Rules shall prevail. In the event of any discrepancy or inconsistency between the terms

and conditions of these Official Contest Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Official Contest Rules shall prevail, govern and control.

The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Contest Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. Any words herein importing the masculine gender shall include the feminine gender and vice versa in both the singular and the plural.

**16. Affiliation:** This Contest is not in any manner sponsored, endorsed, administered by or associated with Twitter®, Inc. By participating in the Contest, each Entrant releases and agrees to indemnify Twitter®, Inc. and hold it harmless from and against any and all costs, claims, damages, (including, without limitation, any special, incidental or consequential damages), or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest related or prize related activity, or the receipt, enjoyment, participation in, use or misuse, of any Contest or prize related activity, whether hosted by Contest Sponsor or a third party.

**17. Privacy:** The Contest Sponsor respects your right to privacy. Personal information collected from Entrants will only be used by the Contest Sponsor to administer the Contest and related promotional activity by Contest Sponsor. For more information regarding the manner of collection, use and disclosure of personal information by the Contest Sponsor, please refer to the Contest Sponsor's privacy policy, available at <http://www.orea.com>.