# Bill Le Boeuf Jewellers

## "FIND YOUR DIAMOND" CONTEST RULES

This contest is governed exclusively by the laws of Canada, excluding Quebec. You are not authorized to participate in this contest if you are not located within Canada or located in Quebec.

## 1. DATES OF CONTEST

The Bill Le Boeuf Jewellers "Find Your Diamond" contest invitation period will commence November 1st, 2015 and conclude November 30<sup>th</sup> 2015 (the "Contest Period"). "Find Your Diamond" contest will start on December 5<sup>th</sup> at 1pm and will conclude when the diamond is found.

## 2. ELIGIBILITY

Contest is open only to legal Canadians, who are eighteen (18) years of age or older as of the date of entry (the "Entrant"). Void outside of Canada, and where prohibited, taxed or restricted by law. Officers, directors, managers, and employees of Bill Le Boeuf Jewellers (the "Sponsor"), and each of its respective parents, subsidiaries, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this contest, are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister in-law, brother or brother in-law. Contest may only be entered in or from Canada and entries originating from any other jurisdiction are not eligible for entry. All federal, provincial and local laws and regulations apply.

#### 3. HOW TO ENTER.

Entrants make a purchase of \$100 or more at Bill Le Boeuf Jewellers during the contest invitation period and will receive one (1) invitation to "Find Your Diamond". Each household is eligible to one invitation to "Find Your Diamond" per day. Return with your "Find Your Diamond" invitation on December 5<sup>th</sup> at 1pm to participate in the "Find Your Diamond" contest.

Bill Le Boeuf Jewellers is not responsible for any entry that is lost, late, stolen, or mutilated. Only fully completed entries are eligible. Purchases during the contest period that are returned will be void of invitation to "Find Your Diamond". Any return after the contest date that received an invitation to "Find Your Diamond" will be subject to a \$25 admin fee and any winnings will be returned. You may opt out of contest at time of purchase and not be subject to the \$25 admin fee. Purchases exclude bullion such as gold bars or silver ingots, and partial payment of goods on layaway in which the goods are not received.

# 4. DRAWING/ODDS

Commencing on December 5, 2015 at 1pm each person holding a valid invitation to "Find Your Diamond" will line up to pick an ornament ball from the Christmas tree containing either a Cubic Zirconia or the winning diamond. Each person is only allowed to pick one ornament and may not touch another ornament on the tree. Once an ornament is touched that will be the selected choice of the ticket holder. Starting at 1pm on December 5<sup>th</sup> the first person in line will be given 1 minute to choose their ornament, once chosen it will be taken to the gemologist to see if it is a diamond or a cubic zirconia.

Odds of winning depend on the number of eligible invitations given for the Contest. By entering the Contest, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Contest.

The name of the person on the original receipt and the invitation must match the person choosing the ornament to be allowed to "Find Your Diamond". In the event the diamond is not found on December 5<sup>th</sup> between 1pm and 4pm, the contest will continue on December 6<sup>th</sup> at noon during store business hours for the remaining ticket holders. It will continue each business day until the diamond is found. Each ticket holder can only pick once per ticket during the contest, it is possible for a ticket holder to have more than one ticket if they made a purchase on multiple days.

The winner will be posted on the Bill Le Boeuf Jewellers Facebook page.

#### 5. PRIZE

The winner is required to answer a mathematical skill testing question to receive a 1 Carat loose diamond. The diamond is valued at approximately \$5000 Canadian dollars based on market value as of November 1<sup>st</sup> 2015. The prize must be accepted as awarded and no substitution, transfer, conversion or assignment of the prize will be allowed, unless at the discretion of the Sponsor which may substitute a prize of comparable or greater value.

#### 6. PRIZE RESTRICTIONS

Sponsor will not replace any lost or stolen prize. Each prize winner is solely responsible for all applicable federal, provincial and local taxes, including taxes imposed on his/her income. Potential prize winner consents to the use of his/her name, likeness, biographical information, picture, and voice in advertising without additional compensation.

#### 7. NOTIFICATIONS/CLAIMS

Prize winner must be present to "Find Your Diamond" starting on December 5<sup>th</sup> 2015.

#### 8. CONDITIONS

All federal, provincial and local taxes are the sole responsibility of the prize winners. By participating in this Contest, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Contest any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Contest, except as expressly set forth in these Official Rules. By participating in this Contest, Entrants, and prize winners release the Sponsor from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Contest, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Contest. All Contest materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Contest is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Contest, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Contest. Winning a prize constitutes permission for Sponsor and its agencies to use prize winners' names, addresses (city & province), voices and/or likenesses for purposes of advertising, promotion and publicity, for this Contest only, without further compensation, unless prohibited by law. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, or the Sponsor. If for any reason this Contest is not able to be conducted as planned, including, but not limited to, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and randomly draw from those entries received up to the cancellation/suspension date to award prizes. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

### 9. NO LIABILITY

By participating, Entrants and prize winners agree to release, discharge, indemnify and hold harmless the Sponsor, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any

way to the operation of this Contest as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Contest.