

## "An Exhibition Just for You!" Contest Contest Rules

### CONTEST PERIOD

The "An Exhibition Just for You!" contest is organized by the Fédération des caisses populaires du Québec (hereinafter "the Organizer") and will run from 9:00 a.m. on September 13, 2021 to 11:59 p.m. on September 24, 2021 (hereinafter referred to as the "Contest Period").

### ELIGIBILITY

This content is open to:

Quebec residents, whether or not they are members of a Desjardins caisse in Quebec

(hereinafter the "Eligible Entrants").

### Exclusions

The following individuals are not eligible to enter the contest:

- a. Employees, managers, directors and officers of the Fédération des caisses populaires du Québec, Caisse Desjardins Ontario Credit Union Inc. (and Fédération des caisses populaires acadiennes), their member caisses or any other Desjardins Group entity, their immediate family members (siblings, children, parents), legal or common-law spouses, and persons with whom they are domiciled;
- b. Employees, managers, directors and officers of contest partner **MOMENTA Biennale de l'image** who participated in organizing this contest, and members of their immediate families (siblings, children, parents), legal or common-law spouses, and persons with whom they are domiciled.
- c. Persons on whose behalf the contest is held, their employees, representatives and agents, jury members, and persons with whom they are domiciled.

## HOW TO ENTER

To participate, eligible persons must:

- Visit the MOMENTA Biennale de l'image [Instagram](#) or [Facebook](#) accounts and find the Desjardins "An Exhibition Just for You!" contest posts that will be posted from September 13 to 20, 2021;
- Like the MOMENTA Biennale de l'image Facebook page or follow its Instagram account;
- Like the contest post and, in the comments, identify people with whom they would like to enjoy the MOMENTA experience.

The contest is accessible at all times from September 13 to 24, 2021.

### No purchase required.

#### \* Alternative participation

To enter the contest without purchase or obligation, Eligible Entrants must legibly hand write their name, address, including city and postal code, their telephone number, the date, and an original text of approximately 50 words on the topic of "What you're doing to achieve or maintain good financial health" and mail it in a postage-paid envelope to: Exploitation Commerciale, 5, Complexe Desjardins, Basilaire 2 centre, Montréal, QC H5B 1B2. Entries without purchase or consideration must be postmarked no later than the final day of the contest, September 24, 2021, or they will be void. Upon receipt, the contest entry will automatically be registered and provide one (1) chance to win. Limit of one (1) entry per stamped envelope. All such entries will be subject to the same terms and conditions as other entries. Mechanical reproductions will not be accepted. Entries are the property of the Contest Organizer and will not be returned.

Limit of one (1) entry per eligible entrant regardless of the method used to enter.

## PRIZE

There are two (2) prizes worth a total of \$720.00. These prizes are:

- One (1) VIP tour of the Galerie de l'UQAM for the winner and five (5) persons of their choice lasting one and a half hours (1:30), valued at \$360.00, including:
  - o One (1) exclusive pass to the gallery accompanied by the general manager a member of the exhibition curator team to discuss artistic programming;
  - o The company of Kama La Mackerel to learn more about their works and process;
  - o One (1) beverage per person to enjoy throughout the tour (alcoholic or non-alcoholic);
  - o One (1) 2021 biennale catalogue per person as a souvenir of the exhibition.

Galerie de l'UQAM is located at 1400 Rue Berri, Montreal, QC H2L 4E3, in room J-R120 in the Pavillon Judith-Jasmin, on the Université du Québec à Montréal campus. The visits will take place on October 5, 2021, on the following schedule:

- Group 1: 5:00 to 6:30 p.m. ET
- Group 2: 6:45 to 8:15 p.m. ET

The winner must pay for anything not included in the prize description above.

The winner, and not the Contest Organizers or the persons on whose behalf the contest is held, is solely responsible for paying any taxes that may arise from the awarding of the prize.

### **DRAW**

Winners will be determined through a random, computerized draw. The draw will take place at 12:05 p.m. on September 30, 2021, in the presence of witnesses, who are Desjardins employees, at the Organizer's premises, Commercial Operations Team, 5 Complexe Desjardins, Basilaire 2 Centre, Montreal.

The odds of winning depend on the number of eligible entries received during the Contest Period.

### **GENERAL CONDITIONS**

1. To be declared winners of the prizes, the selected entrants must:
  - a) Be reached via Instagram or Facebook/Messenger by the Organizer within six (6) days following the draw. The selected entrant must be reached with at most 2 attempts, and will have a maximum of 48 hours to return the Contest Organizer's call or email, as the case may be, failing which they will forfeit the prize.
  - b) Meet the eligibility criteria and other requirements set out in these rules.
  - c) Correctly answer, unaided, a time-limited mathematical skill-testing question they will be asked on the release form.
  - d) Sign the Declaration and Release Form (hereinafter the "Declaration Form") sent to them by mail, email or fax and return it to the Contest Organizer within 48 hours of receipt.

Should the selected Entrant fail to meet any of the above-mentioned terms or any other condition in these contest rules, the selected Entrant will be disqualified and, at the Contest Organizer's discretion, the prize will be cancelled or a new draw will be held for the prize, in accordance with these contest rules, until an Entrant is selected and declared the prizewinner. In such cases the same terms and conditions will apply and be adapted as necessary.

2. **Awarding of prizes.** Within six (6) days of receipt of the Declaration Form, the Contest Organizer will send an email to the winners describing how to claim the prize. Should the selected Entrant refuse the prize, the Contest Organizer will be released from all obligations relating to the awarding of the prize and may, at its discretion, cancel the prize or hold a new draw in accordance with the procedure described in the previous paragraph.
3. **Verification.** All entries and Declaration Forms may be subject to verification by the Contest Organizer. Any entry that is incomplete, inaccurate, illegible, mechanically reproduced, mutilated, fraudulent, registered or submitted late, contains an invalid telephone number or is otherwise non-compliant may be rejected and will not entitle the Entrant to the prize.

4. **Disqualification.** Anyone who enters or attempts to enter this contest by means that do not comply with these contest rules and that are unfair to other Entrants (e.g. via hacking or using a voting group or false names) will be automatically disqualified and may be reported to the appropriate legal authorities.
5. **Contest operation.** Any attempt to undermine the legitimate operation of this contest constitutes a violation of civil and criminal law. If any such attempts are made, the Contest Organizer reserves the right to reject the Entrant's entries and obtain redress under the law.
6. **Identification of Entrant.** For the purpose of these rules, the Entrant is the Instagram or Facebook user who liked and commented on the post as per contest participation terms. The prize will be awarded to this person in the event they are selected and declared a winner. Should a dispute arise regarding the identification of the person who liked and commented on the post in accordance with contest participation rules, the "Like" and comment will be deemed to have been made by the authorized account holder associated with the Instagram or Facebook account at the time of entry. "Authorized account holder" means the individual to whom that Instagram or Facebook account is assigned by Instagram or Facebook.
7. **Acceptance of prizes.** Prizes must be accepted as described in these contest rules and cannot, in any case, be transferred, in whole or in part, to anyone else, substituted for another prize or redeemed for cash, subject to the sole discretion of the Contest Organizer.
8. **Limitation of liability.** If the Organizer is not able to award the prize as described herein, it reserves the right to award a like prize of equal value or, at its entire discretion, to award the monetary value of the prize indicated herein. Under no circumstances will the Contest Organizer be required to award more prizes or to award a prize other than in accordance with these contest rules. In a case where there are more prizes than Eligible Entrants, the Contest Organizer reserves the right to cancel the additional prizes.
9. **Limitation of liability – use of prize.** The winners release the Organizer and the persons on whose behalf the contest is held from any liability for damages that may arise from participating in the contest or from accepting and using the prize. The winners acknowledge that upon receipt of the prize, fulfilment of prize-related obligations becomes the sole and exclusive responsibility of the various product and service providers. The winners agree to sign a declaration and release form to this effect. The winners acknowledge that the only applicable guarantee is the usual manufacturer's warranty.
10. **Limitation of liability – contest operation.** The Contest Organizer and the persons on whose behalf the contest is held cannot be held liable for any malfunction of any computer component, software or line of communication, the loss or absence of network communication, or any transmission that is faulty, incomplete, incomprehensible or deleted by any computer or network, and which may limit or prevent any person from reading the contest rules. Furthermore, the Contest Organizer cannot be held liable for any loss or damage that may be caused, directly or indirectly, in whole or in part, by any internet page, software or other download or by the transmission of any information concerning contest entry. More specifically, if the administration, security, impartiality, integrity or operation of the contest is corrupted or seriously affected by reason of a virus, bug, alteration, unauthorized intervention, fraud, technical failure or any other reason, the Contest Organizer reserves the right to cancel, modify, extend or suspend the contest without prior notice (subject to approval by the Régie des alcools, des courses et des jeux du Québec).

11. **Limitation of liability – Facebook or Instagram.** If the contest is hosted by Facebook or Instagram, the Entrants acknowledge and accept that the Facebook and Instagram sites are not the property of and are not operated by the Contest Organizer, and nevertheless agree to comply with Facebook's or Instagram's terms of use. Any personal information collected for this contest is for the exclusive use of the Contest Organizer and will not be transmitted in any way to Facebook or Instagram. The contest is not sponsored, approved or administered by Facebook or Instagram or by any particular association. They will not bear any liability in that regard. In addition, by entering, the contest Entrants confirm that they indemnify Facebook and Instagram and hold the company harmless against any liability or claim for damages arising from their participation in the contest.
12. **Limitation of liability – receipt of entries.** The Contest Organizer and the persons on whose behalf the contest is held cannot be held liable for entries that are lost, misdirected or late, including as a result of a postal service-related problem or any breakdown, for any reason whatsoever, of the website during the Contest Period, including any damage to an Entrant's computer or mobile device.
13. **Limitation of liability – uncontrollable circumstances.** The Contest Organizer and the persons on whose behalf the contest is held cannot be held liable in any way whatsoever in the event their inability to act results from a fact or situation beyond their control or from a strike, lockout or other labour dispute occurring in the organizations or companies whose services are used in conjunction with this contest.
14. **Contest changes.** The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this contest in whole or in part in the event of human intervention or an incident that could alter or affect the administration, security, impartiality or operation of the contest as provided for in these rules, subject to the approval of the Régie des alcools, des courses et des jeux du Québec, if required. The Contest Organizer cannot be held liable should such an event or intervention occur.
15. **Termination of the contest.** If the contest must be terminated, in whole or in part, for any reason whatsoever before the closing date provided in these contest rules, the Contest Organizer may, at its sole discretion, award the prize by choosing from all eligible entries duly received and registered up to the date of the event resulting in the termination of the contest.

Under no circumstances will the Contest Organizer be required to award more prizes or to award a prize other than in accordance with these contest rules.

16. **Limitation of liability – contest entry.** By entering or attempting to enter the contest, Entrants agree to indemnify the Contest Organizer or persons on whose behalf the contest is held of any liability or damage that may result from entering or attempting to enter the contest. In order to be declared a winner, the selected Entrants will be required to sign the Declaration Form containing a declaration of compliance with the contest rules and confirming that the Beneficiaries of the exemption, including the Organizer have been released of all liability.
17. **Communication with Entrants.** No communications, commercial or otherwise, unrelated to this contest will be sent to Entrants, unless they have otherwise agreed. Any communication or correspondence will be made solely in connection with this contest and in accordance with these rules, at the Organizer's initiative or to obtain the Entrant's consent to use their entry without purchase or consideration.

18. **Personal information.** By entering the contest, the Entrant consents to the collection of their personal information (name, address including the city and postal code, telephone number, image capture, voice, photograph and/or other representations and recordings) by the Organizer or its authorized agents for the purpose of administering the contest and awarding prizes. By accepting the prize, any winner authorizes the Organizer/persons for whose benefit this contest is held to use and disclose, if necessary, their name, place of residence (city, province), statement regarding the prize, photograph, image, voice and/or other representations and recordings for advertising and/or promotion purposes, in all media without further notice and without any form of compensation. The collection, use and disclosure of personal information by the Organizer or its authorized agents is done for the purposes and in the ways described herein, and in accordance with the [Management and protection of personal information policy](#) on Desjardins.com.
19. **Intellectual property and copyright.** By submitting the Text, a photo, composition, drawing or other work (the "Work") for contest purposes, the Entrant guarantees that the work is free of third-party rights and that the Entrant, who has all the necessary rights, submits the Work and authorizes its use, modification, transfer, adaptation, publication, communication or distribution in any format media or technology, including television, wireless and online information technology. The Entrant agrees to provide, upon request, a proof that they hold the intellectual property or copyrights for the Work and to indemnify and guarantee the Organizer against any claim, action or lawsuit arising from use of the Work.
20. **Property.** All information and documents related to the Contest, including, but not limited to, entries and Declaration Forms, technical, technological or operational information and information relating to drawings, computer systems, software, logos, trademarks and intellectual property, are and remain the exclusive property of the Contest Organizer. None of this information and documentation will be returned to Entrants.
21. **Decisions.** All participants agree to comply with these contest rules and to accept any decisions made by the Contest Organizer, which are final and binding, subject to a ruling by the Régie des alcools, des courses et des jeux du Québec on any matter under its jurisdiction.  
  
**Entrants from Quebec:** Any dispute regarding the organization or operation of a promotional contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie for the sole purpose of reaching a settlement.
22. If a section of the contest rules is declared or deemed illegal, unenforceable or invalid by a court of competent jurisdiction, that section will be considered null and void, but all other sections remain applicable.
23. **Contest rules.** These rules are available on the [www.momentabiennale.com](http://www.momentabiennale.com) website or upon request by emailing [exploitation.commerciale@desjardins.com](mailto:exploitation.commerciale@desjardins.com).
24. In the event of a discrepancy between the French and English versions of these contest rules, the French version shall prevail.
25. The contest is subject to all applicable laws.

N.B. The masculine gender is used herein merely for the sake of brevity; no discrimination is intended.