



**THIS CONTEST IS OPEN TO  
CANADIAN RESIDENTS ONLY AND IS  
GOVERNED BY CANADIAN LAW**

## **1. CONTEST PERIOD:**

The Fidelity Investments Canada FHSA Contest (the “**Contest**”) begins on August 1, 2023, at 2:00:00 p.m. Eastern Time (“**ET**”) and ends on September 15, 2023, at 5:00:00 p.m. ET (the “**Contest Period**”).

## **2. SPONSOR AND CONTEST ADMINISTRATOR; SOCIAL PLATFORMS NOT INVOLVED:**

The Contest is sponsored by Fidelity Investments Canada ULC (the “**Sponsor**” or “**Fidelity Investments Canada**”) and administered by Holtby Enterprises Inc. (the “**Administrator**”).

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or with Facebook (each a “**Social Platform**”). The Social Platforms are hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to either Social Platform.

## **3. ELIGIBILITY:**

The Contest is open to legal residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, **except** employees, representatives or agents of the Sponsor, the Administrator, their respective parent companies, subsidiaries, associated and affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor and Administrator, the “**Contest Parties**”), financial advisors, whether associated with Fidelity Investments Canada or not, and the immediate families of any of the foregoing (i.e., parents, spouse, siblings, children, grandparents, grandchildren, step-parents, stepchildren and stepsiblings, and their respective spouses), and those living in the same household as any of the foregoing, whether or not related.

## **4. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Rules.

## **5. HOW TO ENTER:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

You can earn a maximum of one (1) entry (each, an “**Entry**” and collectively the “**Entries**”) by following one (1) of these entry methods:

- **Online:** Access <https://go.fidelity.ca/FHSA-Contest> (the “**Website**”) and follow the on-screen instructions to obtain the Official Contest Entry Form (the “**Form**”). Fully complete the Form with all required information, which includes a requirement to (i) opt in to receive future promotional communications from the Sponsor (Note: You can opt out at any time without impacting your chances of winning in this Contest); (ii) enter the information requested on the Form, which may include your full name, valid email address, city and valid telephone number, in the space provided; (iii) complete the questions set out on the Form; and (iv) signify your agreement that you have read and agree to be legally bound by the terms and conditions of these Rules. Once you have fully completed the Form with all required information and have agreed to the Rules, follow the on-screen instructions to submit your completed Form to be eligible to earn one (1) Entry.

- **Mail-in:** To obtain one (1) Entry in the Contest without opting in to receive future promotional communications from the Sponsor or completing the survey, print your first name, last name, telephone number and complete mailing address (including postal code) on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with a 25-word or more unique and original essay on “How you would use \$8,000 toward your financial future” to the following address: *The Fidelity Investments Canada FHSA Contest, c/o P.O. Box 28 Port Perry, Ontario, L9L 1A2* (the “**Request**”). Upon receipt of a valid Request submitted and received in accordance with these Rules, you will be eligible to receive one (1) Entry in the Contest. To be eligible, the Request you submit must (i) be received separately in an envelope bearing sufficient Canadian postage (i.e., multiple Requests in the same envelope will be void, and there is a limit of one (1) entry per person); and (ii) be postmarked during the Contest Period and received by no later than 5:00 p.m. ET on September 20, 2023.

## **6. ENTRY LIMIT AND CONDITIONS:**

### **There is a limit of one (1) Entry per person (regardless of the method of entry).**

To be eligible, your Entry must be submitted and received in accordance with these Rules. The Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for (and have no liability whatsoever in relation to) late, lost, misdirected, delayed, incomplete or incompatible Entries, Requests and/or other information (all of which is/are void). If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to (i) obtain more than one (1) Entry (regardless of the method of entry); and/or (ii) use multiple names, multiple identities, multiple email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor.

## **7. VERIFICATION:**

All Contest Entries, Requests and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification) (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest Entry, Request and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purpose of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

## **8. THE PRIZE:**

There will be one (1) prize (the “**Prize**”) available to be won. Prize consists of eight thousand Canadian dollars (\$8,000 CAD) paid in the form of a cheque, to be used or invested at the winner’s discretion.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) the Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by the Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at the Sponsor’s option; and (iii) the Sponsor reserves the right at any time for any reason to substitute a prize of equal or greater value for the Prize.

None of the Sponsor, Administrator or other Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor, Administrator or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

## **9. ELIGIBLE WINNER SELECTION PROCESS AND ODDS OF WINNING:**

On September 28, 2023 (the “**Draw Date**”) at the offices of the Administrator in Seagrave, ON, at approximately 2:00 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Contest Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Contest Entries submitted and received in accordance with these Rules.

## **10. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative, Holtby Enterprises Ltd, (“My Brother Darryl”), will attempt to contact the eligible winner within five (5) business days of the Draw Date. If an eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable, or if he/she otherwise fails to comply with the Rules, then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize), and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Contest Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## **11. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, the eligible winner will be required to (a) correctly answer without assistance a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign and return within five (5) business days of notification the Sponsor’s declaration and release form, which (among other things) (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her 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 his/her name, city and province/territory of residence, 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 Sponsor in any manner whatsoever, including print, broadcast or the internet.

If the eligible winner (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion), then he/she will be disqualified (and will forfeit all rights to the Prize), and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Contest Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## **12. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial/territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsor reserves the right to refuse a Form, Contest Entry, Request and/or any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person.

The Released Parties will not be liable for (i) any failure of the Website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Contest Entry, Request and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, mail problems, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever.

Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives storing, sharing and using the personal information submitted for the purpose of administering the Contest, in accordance with the consents provided by the entrant, and in accordance with Sponsor's privacy policy (available at: [www.fidelity.ca/fidca/en/legal/privacy](http://www.fidelity.ca/fidca/en/legal/privacy)). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

For 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 board only for the purpose of helping the parties reach a settlement.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Contest Entry, Request and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, point-of-sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these 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 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.

To the fullest extent permitted by applicable law, for individuals who are not resident in the province of Quebec, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. To the fullest extent permitted by applicable law, for individuals who are not resident in the province of Quebec, the parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.