

## **Big draw held by the Fondation Charles-Bruneau**

### **THE TOTAL NET PROCEEDS FROM THIS DRAW WILL BE EARMARKED FOR CHARITABLE PURPOSES**

The Big draw runs from Monday, March 20, 2023 at 12:00 p.m. Montreal time (hereafter referred to as the “Opening Date of the Draw”) until Wednesday, July 9, 2023 at 11:59 p.m. Montreal time (hereafter referred to as the “Closing Date of the Draw”).

The **FINAL DRAW** will be held on July 10, 2023, at 1:00 p.m. at the offices of CRI Agence, located at 85 St-Paul Street West, Suite 120, Montreal, Quebec H2Y 3V4.

The Draw is in no way sponsored, endorsed, administered by, or associated with the Canadian Imperial Bank of Commerce ("CIBC").

In order to meet the general conditions cited on the back of the Draw tickets, the Fondation Charles-Bruneau (hereafter referred to as the “Fondation”) has set out complete conditions for the 2023 Draw in this regulation.

### **DRAW REGULATION (RACJ: licence no. 695, file no. 11-11192-1)**

#### **1. ELIGIBILITY**

1.1 The Draw is intended for Quebec residents aged 18 or over, with the exception of the members of the board of directors and permanent employees of the Fondation and of persons living with them.

1.2 The Fondation reserves the right to verify the age, identity and place of residence of all persons claiming a prize.

#### **2. HOW TO PARTICIPATE**

2.1 The Fondation has made 15,000 tickets available for sale at a cost of \$10 each. Each ticket gives the Participant a chance to win one of the six (6) prizes described below, which have an approximate total value of \$16,796.31. Tickets are available at the Fondation (4515 de Rouen Street, Montreal), through its website at [www.charlesbruneau.qc.ca/tirage](http://www.charlesbruneau.qc.ca/tirage), at CIBC banking centres from April 5 to June 30, 2023 and through persons authorized by the Fondation. The Fondation must receive payment for all online ticket purchases as well as the stubs from Draw tickets purchased in person by no later than the Closing Date of the Draw (July 9, 2023). Note that tickets will only be available for sale in Quebec.

### 3. DETAILS ON PRIZES

Each Draw ticket gives the holder a chance to win one of the six (6) following prizes. The Draw will be conducted in the following order:

#### **3.1 The first ticket drawn will entitle the winner to an Air Canada travel package valued at 7600 \$:**

The prize includes two (2) Economy Class tickets valid to any Air Canada scheduled destination in North America, including Hawaii, Mexico and the Caribbean. These tickets will be valid for one year from the date of the draw and are subject to certain conditions, including travel restriction periods. The prize also includes a \$5,000 Air Canada gift card. Total approximate value of \$7600.

#### **How to claim your promotional tickets from Air Canada:**

- These tickets may only be booked online at **aircanada.com** using your promotion code. Transportation is valid onboard Air Canada, Air Canada Rouge™ or Air Canada Express™ carriers (not valid on Star Alliance partners or code sharing carriers) and is subject to availability at time of reservation.

#### **Air Canada's terms and Conditions :**

- Any changes to your existing reservation must be done on aircanada.com under "Manage My Bookings". Please note that once tickets have been issued, the origin and destination cannot be changed; flight time and/or date of travel change may carry a change fee per ticket.
- All applicable fees (such as airport/departure taxes, security charges or other third-party fees, taxes or charges) are the sole responsibility of the bearer of the ticket.
- Tickets are not transferable, not refundable and not redeemable for cash. Frequent flyer mileage accumulation is not permitted.
- **Promotional pass recipients may be held liable to Air Canada for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets.**

#### **Blackout periods :**

<b>North America (including Hawaii)</b>
23 July 2022 to 07 August 2022
14 December 2022 to 04 January 2023
05 April 2023 to 12 April 2023
29 July 2023 to 13 August 2023
14 December 2023 to 07 January 2024

**Sun destinations (including Caribbean, Mexico, Central America but excluding Mexico City)**

17 December 2022 to 09 January 2023  
27 February 2023 to 17 March 2023  
05 April 2023 to 12 April 2023  
16 December 2023 to 08 January 2024

**Mexico City**

22 June 2022 to 02 July 2022  
07 July 2022 to 05 September 2022  
14 December 2022 to 09 January 2023  
21 June 2023 to 01 July 2023  
06 July 2023 to 04 September 2023  
13 December 2023 to 08 January 2024

**3.2 The second ticket drawn will entitle the winner to a \$5,000 gift card redeemable in Tanguay stores:**

The prize includes one (1) \$5000 gift card. Use this gift card up to its value to pay for your purchases at any participating Tanguay, Maurice Tanguay Signature or Liquida Meubles. Activation and use of this card constitutes acceptance of the following terms and conditions: this card is in Canadian funds, redeemable only for taxable merchandise or services, and is non-cashable and non-refundable (subject to applicable provincial laws, if any). Tanguay, Maurice Tanguay Signature or Liquida Meubles have no obligation to replace or honor this card if it is lost or stolen. This card is worthless until activated by Tanguay, Maurice Tanguay Signature or Liquida Meubles. To check the balance of this card, go to [www.tanguay.ca](http://www.tanguay.ca) or visit a participating store.

**3.3 The third ticket drawn will entitle the winner to a Cycles Dupuis gift card, valued at \$2,000:**

The prize includes a \$2000 Cycles Dupuis gift card redeemable in store only: 224 boul. Brien, Repentigny, Quebec, J6A 7E9.

**3.4 The fourth ticket drawn will entitle the winner to a package at Mont-Tremblant Resort, valued at approximately \$1,196.31:**

One (1) two-night package for two (2) persons in a hotel room at the Ermitage du Lac Hotel, Les Suites Tremblant. The package includes continental breakfast and a choice of 4 rounds of golf for the Summer 2023 or 4 ski tickets for the Winter 2023-2024 season, for a total value of \$1,196.31 (taxes and royalties included - based on current prices).

Prize is valid from August 1, 2023 to April 17, 2024; some restrictions may apply. The package cannot be redeemed on the following dates:

- 24H Tremblant 2023: December 8 to 9, 2023 (to be confirmed)
- Christmas: December 25, 2023 to January 1, 2024 (to be confirmed)
- Washington: February 17 to 25, 2024 (to be confirmed)
- Quebec Spring Break: February 19 to March 1, 2024
- Ontario Spring Break: March 11 to 15, 2024
- Easter: March 29 to April 1, 2024
- Ironman 70.3: June 23 to 25, 2023 (to be confirmed)
- Blues: June 30 to July 1, 2023 and July 7-8, 2023 (to be confirmed)
- Ironman: August 18-20, 2023 (to be confirmed)
- Labor Day: September 1 to 3, 2023
- Thanksgiving: October 6-8, 2023

**3.5 The fifth ticket drawn will entitle the winner to a \$500 SAIL gift card:**

The prize includes a \$500 SAIL gift card.

**SAIL Terms:**

Gift cards can be used at any time to pay for in-store or online purchases and cannot be redeemed for cash (non-cashable). Gift Cards have no cash value, except where required by law. They do not have an expiration date. Damaged or altered gift cards will not be accepted. In the event of loss, theft or unauthorized use, we will not replace the Gift Card. If an item paid for with a gift card is returned, a new gift card will be issued in the amount of the refund. You can find out the current balance of a Gift Card by checking your receipt or by visiting [sail.ca](http://sail.ca). Use of a Gift Card constitutes acceptance of these Terms and Conditions.

**3.6 The sixth ticket drawn will entitle the winner to a \$500 SAIL Gift Card:**

The prize includes a \$500 SAIL Gift Card.

**SAIL Terms:**

Gift cards can be used at any time to pay for in-store or online purchases and cannot be redeemed for cash (non-cashable). Gift Cards have no cash value, except where required by law. They do not have an expiration date. Damaged or altered gift cards will not be accepted. In the event of loss, theft or unauthorized use, we will not replace the Gift Card. If an item paid for with a gift card is returned, a new gift card will be issued in the amount of the refund. You can find out the current balance of a Gift Card by checking your receipt or by visiting [sail.ca](http://sail.ca). Use of a Gift Card constitutes acceptance of these terms and conditions.

**4. DRAW**

4.1 The Draw will be held on Monday, July 10, 2023, at 1:00 p.m. Montreal time, at the offices of CRI Agence, located at 85 St-Paul Street West, Suite 120, Montreal, Quebec H2Y 3V4.

The Draw will include all participants who purchased an entry ticket via the Internet or at CIBC banking centres and who have paid for their ticket. For online ticket purchases, payment must be made prior to the Closing Date of the Draw (July 9, 2023, 11:59 PM). For the purchase of tickets by telephone or in person at the Fondation, ticket stubs must be returned to the Fondation by no later than the Closing Date of the Draw (July 9, 2023, 11:59 PM).

**Chances of winning.** The chances that a Participant's ticket will be selected depend on the number of tickets sold during the Draw period, on a total of 15,000 tickets.

## **5. CLAIMING OF PRIZES**

5.1 The Fondation will contact each Winner within ten (10) business days of the Draw date. Each Winner must sign a document attesting that he or she has taken possession of his or her prize under the conditions cited in this regulation and exempting the Fondation, its sponsors and their respective administrators, directors, employees, representatives and agents from liability stemming from loss, damages, claims, demands, actions, procedures, liabilities, expenses and costs and from obligations of any nature or kind incurred or engaged in by the Winner or any other person in relation to the Draw or the prize.

5.2 If it is not possible to contact the selected Participant within ten (10) business days or if the Participant refuses the prize, the selected Participant will not be entitled to his or her prize and the Fondation may proceed with another Draw in order to select another Participant for the prize in question. The Participant's non-compliance with one of the conditions mentioned above or with any other condition set out in this regulation will entail the disqualification of the said Participant.

5.3 In each instance where a prize is claimed, the Fondation will present the prize solely to the person whose name is featured on the Draw ticket (paper or electronic version) or to any other person designated in writing by the said Winner.

5.4 In the event that a Participant selected for a prize is deemed ineligible to take part in the Draw, he or she will be disqualified. The Fondation will thereby refer the matter to the *Régie des alcools, des courses et des jeux*, which will determine how to attribute the prize. Such a procedure will not affect the attribution of the other prizes.

5.5 The prizes must be claimed before September 8, 2023, 5:00 p.m, at the head offices of the Fondation Charles-Bruneau, located at 4515 de Rouen Street, Montreal, Quebec H1V 1H1, (514) 256-0404, fax (514) 256-2116, email: [fondation@charlesbruneau.qc.ca](mailto:fondation@charlesbruneau.qc.ca)

5.6 The prizes may not be converted into cash and must be accepted as is. Images displayed on the website may differ from the prizes offered. They are for illustrative purposes only.

5.7 Any Winner who does not claim his or her prize before September 8, 2023 at 5:00 p.m., will be deemed to have disclaimed the prize in question. The Fondation will therefore refer the matter to the *Régie des alcools, des courses et des jeux*, which will determine how to attribute the prize in question.

5.8 Any conflict will be referred to *the Régie des alcools, des courses et des jeux*, and its decision will be final.

## **6. EXCLUSION OF LIABILITY**

6.1 In order to take part in a getaway, guests must complete and sign a Declaration and Exemption of Liability form (hereafter referred to as the “Declaration Form”) specifically recognizing the exemption from liability of the Fondation, CIBC and their respective directors, officers, senior management, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors, authorized agents, advertising agencies and their successors and assigns stemming from any injury, accident, loss or misfortune related to the Draw or the prizes.

6.2 Participants fully and irrevocably release CIBC and its directors, officers, senior management, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors, authorized agents, advertising agencies and their successors and assigns from any and all liability, actions, causes of action (including negligence), claims, costs or payments which participants may now have or hereafter be entitled to assert, including for any injury, loss or damage of any kind caused to themselves or any other person, including physical injury, death and property damages, resulting in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of any prize, participation in the Draw, any breach of the regulations, or any prize related activity. CIBC makes no warranty, guaranty or representation of any kind concerning any prize and disclaims any implied warranty.

## **7. PERSONAL INFORMATION**

7.1 Where applicable, the Participant shall authorize the Fondation and any of its sponsors to use his or her name, photograph, likeness, voice and/or declarations concerning his or her prize for advertising purposes or for any other purposes related to the activities of the Fondation, with no form of remuneration.

## **8. COMPENSATION BY THE PARTICIPANT**

8.1 By taking part in the Draw, the Participant shall:

- Waive his or her right to hold liable the Fondation, its parent companies, affiliates, partners, suppliers and sponsors, as well as their advertising agencies and directors, managers, employees, representatives and agents for any injury, loss or damage to the Participant or any other person, including personal injury, death, or property damage stemming in whole or in part, directly or indirectly, from the acceptance, possession, use or abuse of the Prize, from participation in the Draw, or from any violation of this regulation or activity related to the Prize;
- Agree to fully compensate the Fondation, its parent companies, affiliates, partners, suppliers and sponsors, as well as their advertising agencies, directors, managers, employees, representatives and agents for any claims made by third parties related to this Draw, without restriction.

## **9. MISCELLANEOUS**

9.1 The companies whose products are offered as prizes and mentioned above are in no way associated with this Draw and under no circumstances may they be held liable for the progress of the Draw or for any other aspect of it.

9.2 The Fondation and the other beneficiaries of the exclusion of liability will not be liable for letters and entry forms that are illegible, incomplete, lost, forwarded to the wrong address or late; such letters or entry forms will be deemed invalid.

9.3 The Fondation reserves the right, at its sole discretion, to exclude from this Draw and from any subsequent Draw or promotion held by the Fondation, any person guilty or suspected of tampering with the processing of codes or the progress of the Draw or the Draw website; of acting in breach of this regulation or in an underhanded manner or a manner that hinders or is intended to importune, torment, threaten or harass another person. Any attempt to deliberately damage the Draw website or any related website or to damage the legitimate progress of this Draw shall constitute a violation of criminal and civil laws. Under such circumstances, the Fondation shall have the right to initiate legal proceedings for damages, based on the scope of the liability provided for under law.

9.4 Without prejudice to what is otherwise set out in this regulation, all decisions of the Fondation and the organization overseeing the Draw are final and without appeal in regards to all components of the Draw.

Participation in this Draw entails the acceptance of this regulation.

## **10. RECOURSE TO THE *RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX DU QUÉBEC***

A dispute concerning the organization or management of the Draw may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for adjudication. A dispute concerning the attribution of a prize may be submitted to the *Régie* solely for purposes of an intervention aimed at resolving it.

## **11. LANGUAGE**

In the event of a discrepancy between the French and English versions of this regulation, the French version shall prevail.

## **12. SEVERABILITY OF PARAGRAPHS**

If a paragraph in this regulation is declared or judged illegal, unenforceable or invalid by a competent court, the paragraph in question will be deemed invalid, though all of the other paragraphs that are not affected will apply within the limits permitted by the law.

## **13. INTELLECTUAL PROPERTY**

All intellectual property and all promotional material, Web pages and source codes are the property of the Fondation or its affiliate, except for the intellectual property owned by CIBC. Copyright. The unauthorized copy or use of material protected by copyright or of trademarks without the expressed written consent of its owner is strictly forbidden.

## **14. FINAL PROVISION**

This constitutes the official regulation of the Draw. This Draw is subject to federal, provincial and municipal laws and regulations. Where required, the regulation governing this Draw may be modified without prior notice with the consent of the *Régie*, in particular to render it compliant with all federal, provincial or municipal laws or with the policy of any entity with the competence to govern the Fondation.

Number of tickets printed: 15,000, numbered from 00 001 to 15,000  
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