

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING RESIDENTS OF QUEBEC)  
AND IS GOVERNED BY CANADIAN LAW**

**Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**1. FACEBOOK NOT INVOLVED:**

eBay Back to School 2016 College Giveaway (the “**Contest**”) is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to eBay International AG (the “**Sponsor**”) and not to Facebook. The information you provide will be used for the administration of this Contest and in accordance with the Sponsor’s privacy policy (see below). Facebook is completely released of all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook. You may only use one (1) Facebook Account (the “**Account**”) to participate in this Contest. Multiple Accounts are not permitted.

**2. CONTEST PERIOD:**

The Contest begins on August 15, 2016 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on August 19, 2016 at 11:59:59 p.m. ET (the “**Contest Period**”).

**3. ELIGIBILITY:**

Contest is open to residents of Canada (excluding residents of Quebec) who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its 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, the “**Contest Parties**”).

**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 these Official Rules and Regulations (the “**Rules**”).

**5. HOW TO ENTER:**

NO PURCHASE NECESSARY. There are two (2) ways to earn an Entry (each, an “**Entry**” and collectively, the “**Entries**”) in the Contest, as follows:

- a. **Post on Fanpage:** At or near the beginning of the Contest Period, the Sponsor or its designated representative will post one (1) Contest Post (the “**Post**”) at facebook.com/eBayCanada (the “**Fanpage**”). To be eligible to earn one (1) Entry, you must visit the Fanpage during the Contest Period and locate the Post. Next, you must use your Account to post a response to the Post (the “**Response**”). To be eligible, your Response must: (i) written in English; (ii) relate to the Post; and (iii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 8 (all as determined by Sponsor in its sole and absolute discretion). In addition to your Response, you may elect to include a photograph (the “**Photo**”) that you feel best depicts your Response. **IMPORTANT NOTE:** Submitting a Photo is entirely optional and will not increase or otherwise impact your chances of winning in this Contest. To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period. All materials relating to your Entry (including, but not limited to, the Response and, if submitted, the Photo) will hereinafter be referred to as the “**Entry Materials**”. All Entry Materials must comply with these Rules, as well as the applicable terms, rules, policies and guidelines of Facebook (the “**Facebook Rules**”). Any Entry Materials that do not comply with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 8) and/or the applicable Facebook Rules (all as determined by Sponsor in its sole and absolute discretion) will be discarded and will not be eligible for entry in this Contest.
- b. **No Post Necessary:** Alternatively, to obtain one (1) Entry in the Contest without providing any Entry Materials, print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) to: 500 King Street West, Suite 200, Toronto, Ontario, M5V 1L9 (the “**Request**”). Upon receipt of your Request in accordance with these Rules, you will 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 (ii) be post-marked during the Contest Period and received by no later than the Draw Date (as defined below in Rule 11).

**6. ENTRY LIMIT:**

There is a limit of one (1) Entry per person (regardless of the method of entry). 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; and/or (ii) use multiple names, identities, email addresses, Accounts, 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 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. The Contest Parties, Facebook Inc., and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries or Requests (all of which are void). As applicable, an Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry/Request is not submitted and received in accordance with these Rules; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 8) and/or the applicable Facebook Rules (all as determined by Sponsor in its sole and absolute discretion).

## 7. VERIFICATION:

All Entries, Entry Materials 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 Entry, Entry Materials 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 purposes 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 Sponsor’s official time-keeping device(s).

## 8. SUBMISSION REQUIREMENTS:

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, ANY PRIZES (INCLUDING ANY USE OR MISUSE OF ANY PRIZES). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE FACEBOOK RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials he/she submits:

- i. is/are original to him/her and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor (e.g. any clothing worn and/or products appearing in your Entry Materials must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) – to ensure that the Contest is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

## 9. LICENSE:

By entering the Contest and submitting an Entry, each entrant: (i) without limiting the Facebook Rules, grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

**10. THE PRIZE:**

There will be one (1) Prize (the “**Prize**”) available to be won consisting of one (1) 32GB unlocked Blackberry PRIV Smartphone. The approximate retail value of the Prize is \$849.99 CAD. The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). For the avoidance of any doubt, the Prize does not include a data plan or a phone plan. The Prize includes the device only. All other costs (including, but not limited to, costs associated with obtaining and maintaining a phone plan and/or a data plan, as well as costs associated with obtaining additional accessories for the device) are the sole and absolute responsibility of the confirmed winner. No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. None of the 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 or any of the Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

**11. ELIGIBLE WINNER SELECTION PROCESS (RANDOM DRAW):**

On August 24, 2016 (the “**Draw Date**”) in Toronto, ON at approximately 1:00 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

**12. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winner within three (3) business days of the Draw Date. If the eligible winner cannot be contacted within three (3) business days of the Draw Date, or if there is a return of any notification as undeliverable; 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 Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

**13. 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, EVEN IF SUCH PERSON IS ANNOUNCED AS THE WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, the eligible winner will be required to correctly answer 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). In addition, the eligible winner will be required to sign and return within three (3) 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 applicable 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 applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, 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 or medium 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 Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

**14. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial 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 Released Parties will not be liable for: (i) any failure of any 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 Entry, Entry Materials, or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, 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, in its sole and absolute discretion, 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, in its sole and absolute discretion, 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 and in accordance with Sponsor's privacy policy (available at: <http://pages.ebay.ca/help/policies/privacy-policy.html>). 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.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Entry, Entry Materials 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 Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, 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 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, 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. The parties hereby consent to 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.