

FHSA APPRECIATION CONTEST

(THE “CONTEST”)

THE CONTEST IS OPEN TO RESIDENTS OF CANADA (AGE OF MAJORITY) AND IS GOVERNED BY CANADIAN LAW.

1. CONTEST PERIOD

The Contest runs from 12:00:01 a.m. Toronto time on September 11, 2023 to 11:59:59 pm Toronto time on December 31, 2023 (the “**Contest Period**”). The draw will be made on the date set out in Section 5. The day on which the draw is made is referred to as the “**Draw Date**”.

2. ELIGIBILITY

The Contest is open to legal residents of Canada who have reached the age of majority in their province/territory of residence at the time of entry, except employees (and those with whom such persons are domiciled) of The Equitable Life Insurance Company of Canada (“**Sponsor**”), its subsidiaries, affiliates, distributors, prize suppliers and advertising/promotion agencies.

Those described above are referred to as “**Eligible Contestants**”.

3. ENTRY

NO PURCHASE NECESSARY. There are two methods of entry: FHSA transaction entry and no purchase entry.

3.1 FHSA Transaction Entry

Eligible Contestants (each, an “**FHSA Entrant**”) who: (i) owned a First Home Savings Account policy (“**FHSA**”) issued by the Sponsor and made a contribution during the Contest Period; and (ii) did not advise the Sponsor in writing that they did not want to be enrolled in the Contest for the prize draw, will automatically receive one entry/ballot for the prize draw.

3.2 No Purchase Entry

Eligible Contestants that did not wish to, or were not able to, own an Equitable Life First Home Savings Account and make a contribution during the Contest Period (each, a “**No-Purchase Entrant**”), entered the prize draw by completing an original essay of not less than 100 words on the reasons why the FHSA is a great option for saving for a first home and submit their essay by mail, along with their first name, last name, telephone number, email address, complete mailing address and age to the following mailing address: Equitable Life of Canada, 1 Westmount Road North, Waterloo, Ontario, N2J 4C7, Attention: Savings & Retirement. Each such mail-in entry (a “**Mail-In Entry**”) must be sent in a separate postage paid envelope. For the unique, fully completed and original essay received during the Contest Period, the applicable Eligible Contestant will receive one entry for the prize draw. An Eligible Contestant shall not submit more than one Mail-In Entry. To be eligible, a Mail-In Entry must be received by the Sponsor during the Contest Period.

3.3 Provisions Applicable to Both Methods of Entry

The deadline for receipt of Entries by the Sponsor is 11:59:59 p.m. Toronto time on December 31, 2023.

Entries received after December 31, 2023 are not eligible for the prize draw.

Entries received through either method of entry are hereinafter referred to as “**Entries**”. By submitting an Entry through either method of entry, each entrant agrees to be bound by these official Contest rules (“**Rules**”).

Sponsor reserves the right, in its sole discretion, to reject any Entry should it be incomplete, or not meet all requirements of these Rules.

All Entries and Eligible Contestants 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 eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry 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 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 computer system.

4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

Two prizes will be awarded (the “**Prizes**”):

- one prize in the amount of \$8,000 will be awarded to a Drawn Entrant; and
- one prize in the amount of \$2,000 will be awarded to an Advisor or donated to a charity as set forth below.

If the Drawn Entrant is a FHSA Entrant, the servicing advisor (an “**Advisor**”) shown on the records of the Sponsor with respect to the policy to which the selected FHSA Entrant made the deposit is also an eligible winner of a \$2,000 Prize.

If the Drawn Entrant is a No-Purchase Entrant, there will be no Advisor eligible winner and one \$2,000 Prize will be donated by the Sponsor to a charity chosen in the Sponsor’s sole and absolute discretion.

The Prizes must be accepted as awarded. Any cost that is not specifically and expressly stated above as included in the Prizes is the sole and absolute responsibility of the winner. No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a Prize of equal or greater value, including without limitation, a cash payment or gift card equivalent to the approximate retail value. Prizes will only be awarded to the confirmed winners. Sponsor reserves the right to select another entrant if a winner cannot accept the Prize offered. Winner is solely responsible for the reporting and payment of any income tax relating to any Prize they have received.

5. RANDOM DRAW AND SELECTION OF ELIGIBLE WINNER:

In Waterloo, Ontario at approximately 10:00 a.m. Toronto time on February 13, 2024, one eligible winner of the Prize will be selected by random draw (the “**Drawn Entrant**”).

The Drawn Entrant selected in the \$8,000 Prize draw and the corresponding Advisor, if any, is referred to as an “**Eligible Winner**”.

6. WINNER NOTIFICATION PROCESS

The Sponsor will make an attempt to contact each Eligible Winner by email (or using any other information available to Sponsor) within five days of the applicable Draw Date. If the Eligible Winner cannot be contacted within five days of the applicable Draw Date then Sponsor will attempt to contact the Eligible Winner by regular mail. If an Eligible Winner does not respond to the Sponsor prior to February 29, 2024, the Prize associated with that Eligible Winner will be donated to a charity of the Sponsor’s choice in its sole and absolute discretion.

Before being declared a winner, the Eligible Winner will be required to correctly answer a mathematical skill-testing question without mechanical or other aid. At the Sponsor’s sole and absolute discretion, to be declared a winner an Eligible Winner may also be required to sign and return, within five business days of notification, the Declaration and Release form to be provided to them, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) agrees to use the Prize in respect of any applicable laws or regulations, and acknowledges that they will be solely responsible if they fail to do so; and, (iv) releases the Sponsor and its subsidiaries, affiliates, distributors, prize suppliers and advertising/promotion agencies from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof.

An Eligible Winner who has been declared by the Sponsor as the winner is referred to as the “**Prize Winner**”.

By accepting a Prize, the Prize Winner acknowledges (on their own behalf and on behalf of their firm or company, if applicable) acceptance of the Prize (as awarded) and releases the Sponsor and each of its respective officers, directors, employees, agents, representatives, successors and assigns from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and agrees to the publication, reproduction and/or other use of the Prize Winner’s name and province/territory of residence, agency association, and in the case of a Prize Winner who is a firm or company, the name of the business, the province/territory where the business’ head office is located, and agency association of the business, 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 Prize Winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the duly executed Declaration and Release in the manner provided above; (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 the Prize Winner may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and Sponsor reserves the right, in its sole discretion, to randomly select an alternate Eligible Winner from among the remaining eligible Entries for the applicable Draw Date (in which case the foregoing provisions of this section shall apply to such newly selected Eligible Winner).

7. DELIVERY OF THE PRIZE

The Prize shall be delivered to the Prize Winner by cheque or electronic funds transfer, unless otherwise determined by the Sponsor in its sole and absolute discretion. The Advisor’s prize will be paid by cheque.

8. GENERAL CONDITIONS

All Entries become the property of the Sponsor. The Sponsor assumes no responsibility for lost, delayed, incomplete, incompatible or misdirected entries. 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, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.

The Sponsor will not be liable for any technical failure during the Contest Period; for any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software; or for the failure of any Eligible Contestant registration or application submission to be received by the Sponsor for any reason including, but not limited to, mail delivery issues, technical problems or traffic congestion on the internet, or at any website; or any combination of the above. Further, the Sponsor will not be liable for any injury or damage to an entrant's, Eligible Contestant's, or any other person's computer related to or resulting from participating, registration or downloading any material in the Contest.

The Sponsor reserves the right to withdraw or amend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws; 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 to cancel or suspend this Contest, or to amend these Rules without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

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 to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry 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.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives storing, sharing and using the personal information submitted by the entrant for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: www.equitable.ca).

9. INTELLECTUAL PROPERTY

All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

10. LANGUAGE DISCREPANCY

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, the French version of these Rules and point of sale, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.

11. CONTEST SPONSOR'S ADDRESS

The Equitable Life Insurance Company of Canada, 1 Westmount Rd. North, Waterloo, Ontario, N2C 4J7

Attn: The FHSA Appreciation Contest Administrator