

"Love my home" CONTEST

CONTEST RULES

1. The *"Love my home"* contest, organized by National Bank of Canada (the "Contest Organizer"), will be held in Canada from September 1st to October 31st 2009, 11:59 p.m. (ET) (the "Contest Period").

ELIGIBILITY

2. This contest is open to Canada residents who have reached the age of majority in their area of residence at the time of participation, who on August 31, 2009, are primary cardholders of a valid National Bank of Canada MasterCard **Edition, MC1, Regular, Escapade, Allure, Ovation Gold, Platinum, Syncro, Ultramar or Sunoco** card (the "Eligible Account"), whose account is in order and who received the fall 2009 issue of the know Newsletter. This contest is not open to employees, agents or representatives of the Contest Organizer or MasterCard International, their affiliated companies, advertising and promotion agencies, suppliers of prizes, materials and services related to this Contest, members of their respective immediate family (siblings, children, parents), common-law or legal spouses or any person residing with such employees, agents and representatives.

HOW TO ENTER

3. To enter the contest, simply use your Eligible Account to make a purchase* between September 1st to October 31st 2009. Every purchase of \$25 or more charged to your Eligible Account gives you one (1) entry in the contest.

Once you complete your purchase, the merchant will transmit information concerning the purchase to the Contest Organizer. On receiving this information, the Contest Organizer will process your entry by registering the reference number assigned to your purchase in the database used for the draw. You will then receive one (1) entry in the contest,

**Balance transfers, cash advances and all transactions associated with cash operations will not be considered as purchases.*

4. **No purchase required.**

a) **Write-in entries.** For a no-purchase entry, handwrite an original, legible letter of at least fifty (50) words explaining why you would like to win the \$ 5,000 to change your home decor. Clearly indicate your contact information (last and first name, age, complete address (including postal code), day and evening contact telephone numbers (with area code), e-mail address and, if you are the primary cardholder of an Eligible Account, your date of

birth (for identification purposes only). Sign your letter and mail it to the following address in an envelope with sufficient postage postmarked no later than October 31st, 2009, otherwise the entry will be rendered null and void: "*Love my home*" Contest, National Bank of Canada, 700 De La Gauchetière West, 7th Floor, transit 1906-1, Montreal, Quebec, H3B 3B5. Upon receipt of your duly completed letter, including all required information, the Contest Organizer will assign you an entry number that will be saved in the contest database used by the Contest Organizer for the purpose of this contest. You will then receive one (1) entry in the contest for every postmarked letter containing the required information.

5. Limit. Up to five (5) entries per eligible person during the Contest Period, whatever the means of participation. **Copies will not be accepted.**

PRIZES

6. One (1) prize consisting of a \$5,000 credit applicable the account of the participant that was selected and declared winner.

In the event that the participant declared the winner is not the primary cardholder of an Eligible Account, the prize will be awarded as follows:

On condition that they meet the requirements to open such an account, an account will be opened in the winner's name and the sum of \$5,000 will be credited to the account. If an account cannot be opened, the prize will be awarded in the form of a cheque in the amount of \$5,000.

a) This condition will apply to the awarding of the prize:

All accounts held with the Contest Organizers, notably the Eligible Account, of applicable, must be in order when the prize is awarded.

DRAW

7. On November 15th, 2009, around 3 p.m., at the head office of National Bank of Canada in Montreal, the Contest Organizer will randomly draw one (1) eligible entry from the entries registered pursuant to the contest rules.

8. The chance of winning the prize depends on the total number of entries eligible pursuant to the contest rules.

CLAIMING A PRIZE

9. To be declared a winner, any individual selected for the prize must:

a) Be contacted by telephone by the Contest Organizer within ten (10) days of the draw;

b) Correctly answer, without assistance and within a limited time, a mathematical skill-testing question asked by the Contest Organizer over the telephone at a time agreed upon in advance; and

c) Complete and sign the Declaration and Liability Waiver (the "Waiver"). The Waiver will be mailed, faxed or e-mailed by the Contest Organizer to the selected participant who will have to complete and sign the form and return it to the Contest Organizer within ten (10) days of its receipt.

10. If a selected participant fails to meet one of the above conditions or any other condition provided for in these rules, he/she will be disqualified. If that happens, the Contest Organizer may, at their sole discretion, either cancel the contest or proceed with another random draw held in accordance with these rules until such time as a participant is selected and declared a winner.

11. Within two (2) to four (4) weeks following receipt of the duly completed and signed Waiver, the Contest Organizer will inform the winner of the procedure for claiming the prize.

GENERAL TERMS AND CONDITIONS

12. All purchases, no-purchase write-in entries and Waivers are subject to verification by the Contest Organizer. All purchases, no-purchase write-in entries and Waivers that are, as the case may be, incomplete, illegible, damaged, fraudulent, late or that do not allow the participant to be identified or are otherwise non-compliant will be rejected and will be ineligible for an entry or prize, as applicable.

13. All decisions by the Contest Organizer or its representatives regarding this contest are final and without appeal, subject to any decision by the *Régie des alcools, des courses et des jeux du Québec*, on any matter over which it has jurisdiction.

14. The Contest Organizer reserves the right to disqualify any person who participates or attempts to participate in this contest in a manner that is contrary to the contest rules or that is unfair to the other participants (e.g., submitting more entries than the prescribed number). Such individuals may be referred to the competent judicial authorities.

15. The prize must be accepted as described in these contest rules and may not be transferred in whole or in part to another individual, substituted for another prize or exchanged for cash in whole or in part, subject to the conditions in the following section.

16. In the event that the Contest Organizer is unable to award the prize as described in these rules, the Contest Organizer reserves the right to award another prize of a similar nature and of equal value or, at their sole discretion, the cash value of the prize indicated in these rules.

17. Individuals selected for the prize hold the Contest Organizer, its subsidiaries, advertising and promotion agencies, employees, agents and representatives harmless from any and all liability for any damage they may incur as a result of the acceptance or use of their prize, particularly any tax

impact. In order to be declared a winner and prior to receiving the prize, each selected participant undertakes to sign the Waiver to that effect.

18. Subject to approval, if required, from the *Régie des alcools, des courses et des jeux du Québec*, the Contest Organizer reserves the right at all times, at its sole discretion, to cancel, terminate, modify or suspend this contest, in whole or in part, if any event or human intervention occurs that could corrupt or affect the administration, security, impartiality or conduct of the contest as provided for in these rules.

19. Under no circumstances may the Contest Organizer, MasterCard International, their subsidiaries, advertising and promotion agencies, suppliers of prizes, products and services for this contest, employees, agents and representatives be required to award more prizes than provided for in these rules or to award prizes otherwise than in accordance with these rules.

20. By entering this contest, the winner authorizes the Contest Organizer and its representatives to use, if required, their name, photograph, likeness, statements about the prize, place of residence and/or voice for advertising purposes, without compensation of any kind. A statement to this effect will be included in the Waiver.

21. By participating or attempting to participate in this contest, all individuals agree to hold the Contest Organizer, MasterCard International, their subsidiaries, advertising and promotion agencies, employees, agents and representatives harmless from any and all liability for any damage they may incur due to their participation or attempted participation in this contest. The Contest Organizer shall not be held liable for any failure by a merchant to submit purchase details in time to allow an individual to participate in the draw.

22. No-purchase write-in entries and Waivers are the property of the Contest Organizer and will under no circumstances be returned to the participants.

23. There will be no communication or correspondence with contest participants except as set out in these rules or if initiated by the Contest Organizer.

24. For residents of the Province of Quebec: any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for a ruling. Any dispute with respect to the awarding of the prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.

25. Personal information collected about the participants for the purposes of this contest will only be used to administer the contest. By taking part in this contest, participants authorize the Contest Organizer to use the personal information required, particularly information from the account linked to the MasterCard card, to administer the contest. Unless otherwise agreed, no commercial or other communication not related to the contest will be sent to participants.

26. For the purpose of these rules, the participant is either the primary holder of the Eligible Account that was used to make a purchase for which an entry number was assigned or the person whose name appears on the no-purchase write-in entry, as applicable. If the person is selected and declared a winner, the prize will be remitted to this person.

27. In the event that the computer system is unable to register all entries during the Contest Period, for any reason, or participation in the contest must be ended in whole or in part prior to the date set out in the rules, the Contest Organizer, at its discretion, will randomly draw from the duly registered entries for each of the days in the Contest Period, or, if applicable, up to the date of the event that ended participation in the contest.

28. The Contest Organizer, MasterCard International, their subsidiaries, advertising and promotion agencies, employees, agents and representatives will not be liable for the malfunction of any computer hardware, software or communication line resulting in the loss or absence of a network communication, or any faulty, incomplete, incomprehensible or deleted transmission by a computer or network that could limit or prevent an individual from participating in this contest. The individuals identified above will also not be liable for any damage or loss caused, either directly or indirectly, in whole or in part, by downloading any Internet page, software or other component or transmitting any information in order to participate in the contest.

29. Should any paragraph of these rules and regulations be declared or ruled as illegal, unenforceable or invalid by a court of competent jurisdiction, this paragraph will be considered invalid. However, all other paragraphs that are not affected will be applied within the limits permitted by law.

30. In the event of a discrepancy between the English and French versions of these rules, the French version will prevail.