

## The American Express® Insider Access Contest, Jennifer Lopez (the “Contest”)

1. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. You understand that you are providing your information to Amex Bank of Canada and not to Facebook or Instagram. The information you provide will only be used for the administration of this Contest and in accordance with the Contest Sponsor’s privacy policy (see below). Facebook and Instagram are completely released of all liability from each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Contest Sponsor and not Facebook or Instagram.
2. The Contest Sponsor is: Amex Bank of Canada (hereinafter referred to as the "**Contest Sponsor**"). The Contest Period starts at 12:00:01 a.m. Eastern Time (“**ET**”) on May 24, 2019 and ends at 11:59:59 p.m. ET on June 14, 2019. (the "**Contest Period**").
3. This Contest is open to all residents of Canada who have reached the legal age of majority in their province or territory of residence at the time of entry; except employees, representatives or agents (and those with whom such parties are domiciled, whether related or not) of the Contest Sponsor, Amex Canada Inc., LoyaltyOne, Co., the independent Contest organization, Live Nation Canada, Inc. (“Live Nation”) or any of their respective parent companies, subsidiaries, affiliates, advertising/promotional agencies, prize suppliers, and any other entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the “**Contest Parties**”).
4. **How To Enter:** NO PURCHASE NECESSARY. There are two (2) ways to enter the Contest, as follows:
  - (a) **Cardmembers:** If you are an eligible entrant (see Rule 3) who is a Basic American Express® AIR MILES® Cardmember (each, a “**Cardmember**”) with an American Express AIR MILES Card (the “**Card**”) account in good standing (throughout the Contest Period and at time of winner selection and prize fulfillment) and a valid AIR MILES Number (the “**Collector Number**”) that is linked to your Basic American Express AIR MILES Card account, you can enter by visiting <http://www.themarcocorporation.biz/AmexAirmilesContest/?cid=39&lang=en> (the “**Website**”) and following the on-screen instructions to obtain and fully complete the Official Contest Entry Form (the “**Entry Form**”) with all required information, which includes a requirement to: (i) enter your first name, last name, valid email address and ten digit phone number; (ii) enter the Collector Number on your AIR MILES Card (the “**Collector Card**”); (iii) select the city/date (the “**City/Date**”) from the available list for which you would like to see a show (see Rule 7 below); (iv) confirm that you are a Cardmember with a valid Card account in good standing; and (v) accept and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”). When all required fields of the Entry Form are completed, click the “Enter Now” button to complete your online entry (each, an “**Online Entry**”).
  - (b) **Cardmembers and Non-Cardmembers:** If you are an eligible entrant (see Rule 3), you may enter the Contest by printing your first name, last name, telephone number, email address and one (1) City/Date from the available list in Rule 7 below (for example, Toronto, ON/July 7, 2019) on a plain white piece of paper and mail it (in an envelope with sufficient pre-paid postage) along with a fifty (50) word or more unique and original handwritten essay on why you would like to attend this show to: The American Express Insider Access Contest, 470 Hardy Road, Brantford, Ontario, N3V6T1 (collectively, a “**Mail-in Request**”). Upon receipt of your Mail-in Request in accordance with these Rules, you will receive one (1) mail-in entry (each, a “**Mail-in Entry**”). To be eligible, a Mail-in Request must be post-marked during the Contest Period and received by no later than five (5) business days after the close of the Contest Period. Each Mail-in Request must be sent separately in an envelope with sufficient pre-paid postage. The Contest Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Mail-in Requests. No mechanically reproduced Mail-in Requests or facsimiles will be permitted. For greater certainty, any eligible entrant (regardless as to whether or not they are a Cardmember) may submit a Mail-in Request.

Collectively, Online Entries and Mail-in Entries shall be referred to as “**Entries**” and each, an “**Entry**”.

**IMPORTANT NOTE:** If you enter the Contest via the online method of entry outlined in Rule 4(a), your Online Entry will automatically be allocated to a specific prize pool based on the City/Date you have selected on the Entry Form. Once your Entry Form has been submitted, you are not permitted to change your selected City/Date. If you enter the Contest via the mail-in method of entry outlined in Rule 4(b), your Mail-in Entry will automatically be allocated to a specific prize pool based on the City/Date you have included in your Mail-in Request.

All eligible Entries (as determined by Contest Sponsor in its sole and absolute discretion) received in accordance with these Rules will be entered into one (1) of two (2) separate random draws as per the terms of Rule 8. Each Prize will only be awarded to the eligible entrant whose verifiable full name and valid email address appears on the applicable Entry Form/Mail-in Request (as applicable). Without limiting the generality of the eligibility requirements provided above and for greater certainty, in order to enter the Contest via Rule 4(a), an entrant must be a Basic American Express® AIR MILES®\* Cardmember (regardless as to whether or not the entrant is the primary collector associated with an account).

5. **Limits on Entry:** There is a limit of one (1) Online Entry per Cardmember, per day (defined for the purposes of these Rules as 12:00:01 am ET to 11:59:59 pm ET) during the Contest Period. The maximum number of Online Entries that a Cardmember can have in this Contest is **twenty-two (22)**, which is only possible if the Cardmember submits an Online Entry in accordance with these Rules the maximum allowable one (1) time per day (as defined above) during the Contest Period. There is a limit of one (1) Mail-in Entry per entrant per day (as defined above) and per Mail-in Request. There is a limit of **twenty-two (22)** Mail-in Requests each eligible entrant may submit. The maximum number of Mail-in Entries that an entrant can have in this Contest is **twenty-two (22)**, which is only possible if the entrant submits a Mail-in Request in accordance with these Rules the maximum allowable one (1) time per day (as defined above) during the Contest Period (and, as provided above, such Mail-in Requests must be received by no later than five (5) business days after the close of the Contest Period). There is an overarching limit of one (1) Entry per person per day (12:00:01 am ET to 11:59:59 pm ET) during the Contest Period (regardless of applicable Entry method(s)) and a total limit of **twenty-two (22)** Entries per person during the Contest Period, regardless of the applicable Entry method(s). For greater certainty and the avoidance of any doubt, an eligible entrant can only use one (1) email address to enter or otherwise participate in this Contest. If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any person has attempted to: (i) exceed any of the limits on Entries provided in these Rules; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then any such person may (in the sole and absolute discretion of the Contest Sponsor) be disqualified and/or all or any of his/her Entries voided. Any Online Entry a Cardmember attempts to submit will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received during the Contest Period in accordance with these Rules.
6. **Verification:** The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). All Entries are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest 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 entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest 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 Contest Sponsor in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Online Entry in this Contest will be the Contest server machine(s).

7. **Prizes and Approximate Retail Values:** There are a total of ten (10) Prizes (each, a “Prize” and collectively, the “Prizes”) available to be won during the Contest Period (five (5) Prizes per City/Date as defined in the table below), as follows:

City (“City”)	Venue and Date (“Date”)	Number of Prizes Available for City/Date	Prize Description	Approximate Retail Value
Toronto, ON	Scotiabank Centre, July 7, 2019	5	Two (2) tickets to Jennifer Lopez	\$331 CAD
Montreal, QC	Bell Centre, July 10, 2019	5	Two (2) tickets to Jennifer Lopez	\$393 CAD

Without limiting the generality of the foregoing, the following general conditions apply to all Prizes: (i) each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (no substitutions except at Contest Sponsor’s option); (ii) all costs or expenses related to a Prize not expressly stated above as being included with the applicable Prize are the sole responsibility of the winner and/or his/her and guest(s), including, without limitation, any transportation to and from a show, accommodations (if required), meals, beverages, gratuities, other entertainment, merchandise, souvenirs, local and long distance telephone calls, travel and cancellation insurance, health insurance; (iii) if a winner does not utilize any part(s) of a Prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place; (iv) Contest Sponsor reserves the right at any time to substitute any Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including without limitation, but solely at the Contest Sponsor’s sole discretion, a cash award; and (v) by accepting a Prize, each winner agrees to waive all recourse against the Releasees (defined below) if the Prize or a component thereof does not prove satisfactory, either in whole or in part. The Releasees (defined below) will not be held responsible for, and accept no liability in relation to, any costs or other damages incurred as a result of the show – including, but not limited to, if the show is cancelled, delayed, postponed, rescheduled or otherwise affected in any way whatsoever. Seat selection is at the Contest Sponsor’s sole discretion. The Contest Parties reserve the right to revoke full or partial prize from any winner or winner’s guest who they and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring a Contest Party or venue operator into disrepute. The Contest Sponsor’s rulings are final and binding without appeal in all matters related to this Contest and the awarding of Prizes. Limit one (1) Prize per person.

8. **Random Prize Draws and Winner Selection:** On June 21, 2019 (the “Draw Date”) in Brantford, ON at approximately 10:00 a.m. ET, five (5) eligible entrants per City/Date will be selected by random draw from among all eligible Entries received in accordance with these Rules that specified the applicable City/Date on the applicable corresponding Entry Form/Mail-in Request (as applicable - see Rule 4 for details). The odds of winning a Prize depend on the number of eligible Entries that correspond to each City/Date received in accordance with these Rules.

The Contest Sponsor or its designated representative will make a minimum of three (3) attempts to contact each selected entrant by telephone or email (using the information provided on the Entry Form/Mail-in Request, as applicable) within twenty four (24) hours of the Draw Date. If a selected entrant cannot be contacted within two (2) 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 Contest Sponsor, be disqualified (and, if disqualified will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries that correspond to the applicable City/Date that were received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

If a selected entrant entered the Contest via the online method of entry outlined in Rule 4(a), prior to being declared a confirmed winner of a Prize, the Contest Sponsor reserves the right, in its sole and absolute discretion, to confirm in accordance with its Official Records that he/she is an American Express AIR MILES Basic Cardmember with an account in good standing throughout the Contest Period and at time of winner selection and prize fulfillment.

To be declared a confirmed winner of a Prize, each selected entrant must first: (i) correctly answer, unaided, a time-limited, mathematical, skill testing question to be administered by email or phone at a mutually convenient time; (ii) provide the Contest Sponsor with his/her full mailing address; and (iii) sign and return within three (3) business days of notification the Contest Sponsor's declaration and release form, which (among other things): (a) confirms compliance with these Rules; (b) acknowledges acceptance of the applicable Prize as awarded; (c) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Releasees**") 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 (d) agrees to provide one or more photographs (each, a "**Photo**") depicting his/her attendance at the applicable show and a statement (a "**Statement**") describing his/her experience at the applicable show; and (e) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest, Photo(s), Statement and/or photograph or other likeness without further notice or compensation, in perpetuity, in any publicity or advertisement carried out by or on behalf of the Contest Sponsor in any manner whatsoever, including print, broadcast or the internet. If a selected entrant: (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 applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Contest Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries that correspond to the applicable City/Date that were received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

9. **General:** By entering this Contest, each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as telephone number, home address) by the Contest Sponsor or its agents only for the purpose of implementing, administering and fulfilling the Contest in accordance with its privacy policy at [www.americanexpress.ca/privacy](http://www.americanexpress.ca/privacy). This section does not limit any other consent(s) that an individual may provide the Contest Sponsor, its agents or others in relation to the collection, use and/or disclosure of their personal information.

By participating, entrants agree to release, discharge and hold harmless the Releasees from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of a Prize. The Releasees are not responsible for and shall not be liable for: (a) any electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or any human error which may occur in the processing of Entries; (b) failed, incomplete, garbled or delayed computer transmissions or mail delivery service interruptions or errors of any kind; (c) lost, late, misdirected, incomplete or incorrect Entries; (d) any misrepresentation made by any person in relation to this Contest, including, without limitation, any misrepresentation made by a person that he/she meets the Contest eligibility requirements; (e) any condition caused by events beyond the control of the Releasees that may cause the Contest to be disrupted or corrupted; and/or (f) tampering, thefts, defects or typographical errors in materials.

All intellectual property used by the Contest 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 Contest Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

In the event of a dispute regarding who submitted an Online Entry/Mail-in Entry, Online Entries/Mail-in Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Online Entry/Mail-in Entry in question.

The Contest 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 an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Contest 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 in any way (as determined by Contest Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME.

The Contest Sponsor, with the consent of the Régie, reserves the right 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 Contest 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.

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 the prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

The Contest Sponsor, subject to the consent of the Régie, reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Mail-in Request 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 Contest 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, without limitation, the French version of these Rules); the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The contest is managed by Amex Bank of Canada. LoyaltyOne, Co. and Live Nation Canada, Inc. are not sponsors of this contest and are in no way responsible for the administration of this contest, the verification of winners, or the fulfillment of prizing. All inquiries must be directed to Contest Sponsor and not LoyaltyOne, Co. nor Live Nation Canada, Inc.

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