

CONTEST RULES Motorola RAZR Pre-Order Contest

ROGERS Communications Partnership

The Motorola RAZR Pre-Order Contest (the "Contest") is open to Canadian residents, excluding residents of Quebec, who are over the age of majority in their province or territory of residence excluding employees of Rogers Communications Partnership (herein referred as "Rogers" or "Contest Sponsor"), its parent and affiliated companies, representatives, dealers and agents, contest suppliers and judges, and those with whom they are domiciled.

1. Contest Period starts at 12:01 am on October 18th, 2011 and continues until 11:59 pm on November 15, 2011, the Contest Closing Date. **No purchase necessary.** All times are Eastern Times.

2. HOW TO ENTER CONTEST

i) Purchase by pre-ordering or reserving the Motorola RAZR from www.rogers.com/RAZR during the Contest Period and you will be automatically entered in the Contest. **Limit of one (1) entry per person per purchase;**

Or

ii) To enter without purchase, send a unique and original handwritten 100 words essay about *your favourite feature of the new Motorola RAZR* "along with your name, address, email and day/evening phone numbers in an envelope with sufficient postage to "**Rogers / Motorola RAZR Contest**, 10th Floor, One Mount Pleasant Road, Toronto, ON, M4Y 2Y5 to be received by the Contest Closing Date. One (1) mail-in entry per person.

Any attempt or suspected attempt to enter more than once per person, any use of robotic, automatic, programmed or any entry methods not authorized by these rules, shall be deemed as tampering and will void all of your entries. All entries that are incomplete, illegible, damaged, contain an erroneous phone and/or email address or do not conform to or satisfy any condition of the rules may be disqualified by the Contest Sponsor

3. GRANDPRIZE(S) - Participants are eligible to win one (1) of ten (10) Motorola XOOM Wifi tablets approximately valued at \$499.99 each.

Any costs associated with the prize is the responsibility of the winner, the Contest Sponsors will notify the winner of where and when the prize will be available or when it will be delivered if applicable. Please note it can take up to 8-10 weeks for delivery of the prize if applicable.

4. **DRAW** - A random draw by a representative or agent of the Contest Sponsors from all eligible entries received as of the Contest Closing Date will be made at approximately noon on November 19th, 2011 at the Rogers offices at One Mount Pleasant Road, Toronto, ON. Selected entrants will be contacted by telephone or email.
5. If the selected entrant cannot be reached within three (3) business days following the first attempt of contact, incorrectly answers the skill-testing question, declines the prize, or fails to return a Release of Liability as specified below, Contest Sponsor reserves the right, at its sole discretion, to select another entrant or to cancel the prize.
6. Prize must be accepted as awarded and are not transferable, redeemable, refundable or exchangeable for cash and not replaceable if lost/stolen. Contest Sponsor reserves the right to substitute a prize with a prize of at least equal value in the event of the unavailability, for whatever reason, of the advertised prize. Contest Sponsors shall not be liable to the confirmed winner of the Grand Prize for any guarantee, warranty, condition or representation, express or implied, relating to the Grand Prize, including, without limitation, its quality, condition or fitness for a particular purpose.
7. To be declared a winner, selected entrants must first correctly answer, unaided, a time-limited, mathematical skill-testing question administered by email or by phone; and may need to return a signed Declaration of Compliance with the Contest Rules and a full Liability and Publicity Release. Contest judges' rulings are final and without appeal in all matters related to the promotion and the awarding of prizes.
8. By entering this Contest and/or accepting a prize, entrants consent to the use of their entry, name, city of residence and/or voice, statements, any photographs or other likenesses for publicity, advertising or informational purposes carried out by the Contest Sponsor and/or its advertising agencies in any medium or format without further notice or compensation.
9. The Contest is subject to all applicable federal, provincial and municipal laws and regulations.
10. No communications will be entered into except with selected entrants.
11. Odds of winning depend on the number of eligible entries received. Contest Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical or other production errors. Contest Sponsor is not responsible for any errors or omissions in printing or advertising this Contest. All entries become the property of the Contest Sponsor.

- 12.** Rogers is collecting personal data about entrants for the purpose of administering this Contest. No further informational or marketing communications will be received by entrants unless entrants provide Rogers with explicit permission to do so as indicated on the entry form. Please see Rogers Privacy Policy at www.rogers.com for information on its policy towards maintaining the privacy and security of user information.
- 13.** By entering this Contest, entrants release and hold harmless the Contest Sponsor, its advertising and promotional agencies and the contest judge(s), their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively the "Releasees") from any liability in connection with this Contest or, if declared a winner, the prize.
- 14.** This Contest will be run in accordance with these rules, subject to amendment by Contest Sponsor. Entrants must comply with these rules, and will be deemed to have received and understood the rules by participating in the Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein.
- 15.** Contest Sponsor assumes no responsibility for failure of the internet or the website during the promotional period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Contest Sponsor reserves the right to cancel or suspend this Contest should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any web site or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws. Should such an attempt be made, Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 16.** If the identity of an entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the contest server machine(s).