

## CONTEST

### “AJG Refer-a-Friend Contest”

#### Official Rules and Regulations

The **AJG Refer-a-Friend Contest** (the “**Contest**”) is sponsored by Arthur J. Gallagher Canada Limited (“**AJG**” or the “**Sponsor**”). The Contest starts on, April 10, 2017, 12:00 AM and closes on May 10, 2017, 11:59 PM (Eastern time) (the “**Contest Period**”).

The Sponsor reserves the right to permit its subsidiaries and affiliated companies and each of their respective directors, officers, employees, agents, representatives, advertising or promotional agencies (the “**Agents**”) to perform all or any portion of the activities necessary in connection with this Contest.

#### **1. ELIGIBILITY**

This Contest is open to residents of Ontario who: are eighteen (18) years of age or older at the time of entry; and (ii) are a member of the Ontario Public Service Employees Union (“**OPSEU**”) who joined OPSEU prior to April 6, 2017 (each, an “**Eligible Individual**”).

Employees, agents and representatives of the Sponsor, its affiliated companies, parent companies, advertising and promotional agencies, legal advisors, or parties engaged in the development, productions and distribution of materials related to this Contest, as well as members of their immediate family and/or persons living in the same household during the Contest Period are excluded.

#### **2. HOW TO PARTICIPATE**

No purchase required.

To enter the Contest, an Eligible Individual who has in place an insurance policy through AJG (such that AJG would have the contact information of such Eligible Individual) must refer an individual who does not currently have an insurance policy brokered through the Sponsor (a “**Friend**”) to obtain a no-obligation home or automobile insurance quote through AJG in one of two ways:

- 1) The Friend calling 1-888-336-7738; or
- 2) The Friend emailing [pisales@ajg.com](mailto:pisales@ajg.com)

When the Friend contacts AJG, the Friend must provide to AJG the name of the Eligible Individual. AJG will confirm internally that the Eligible Individual has an insurance policy through AJG and, thereafter, each of the Friend and the Eligible Individual will be entered into the Contest (collectively, all Friends and Eligible Individuals are referred to herein as the “**Participants**” or individually, each a “**Participant**”). For certainty, if AJG is unable to confirm, in its sole discretion, that the Eligible Individual has an insurance policy through AJG, neither the Friend nor such Eligible Individual shall be Participants.

The odds of winning depend on the total number of Participants entered into the Contest.

Limit of one entry per Friend. Any excess entries will be invalid for the purposes of the Contest. If an Eligible Individual refers multiple Friends, each eligible referral will count towards an entry. For certainty, while a Friend may only have one eligible entry, an Eligible Individual may have multiple eligible entries in a case that more than one Friend names such Eligible Individual to AJG.

All Contest entries become the property of the Sponsor and will not be returned.

By referring a Friend to contact AJG as set out in this Section 2, or by such Friend contacting AJG for purposes in connection with this Contest (as applicable), each Participant hereby (i) consents to the disclosure of his or her name to AJG, the sharing of such name with the Issuer (as defined below), and other Participants (per the last paragraph of Section 6), and the use of such Participant's name for the purposes of the Contest; and (ii) acknowledges and agrees to the terms and conditions contained herein, including but not limited to the terms and conditions in respect of the use and disclosure of personal information as set out in the fifth and sixth paragraphs of Section 6.

### **3. THE PRIZE**

One (1) prize in the form of a travel company trip voucher for \$1,500 CAD (hereinafter the "prize") will be available for the Winner (as defined below). Use of the trip voucher is subject to the terms and conditions of the Issuer, being Flight Centre (the "**Issuer**").

The prize must be accepted as awarded. It cannot be converted into cash, substituted, transferred to another person or refunded, subject to what is provided hereunder.

### **4. THE DRAW**

The prize will be awarded to the winning person (the "**Winner**") based on a random draw amongst all eligible entries of Participants received for the Contest.

The draw will be held on May 12, 2017, 2:00p.m. EST., at the Sponsor's office located at 120 South Town Centre Blvd., Markham, ON L6G 1C3.

In order to be declared a Winner, the selected Participant must meet all of the criteria described under "CLAIMING A PRIZE" and his/her entry must be verified by the Sponsor.

### **5. CLAIMING A PRIZE**

A Sponsor representative will inform the selected Participant by telephone within seven (7) days of the draw. If the Sponsor is unable to reach such Participant within seven (7) days of the draw using all reasonable means, a new draw will take place at the Sponsor's office.

To claim his/her prize and be declared the Winner, the selected Participant will be required to meet all of the following criteria: (1) attend the Sponsor's office at, between 9:00 a.m. and 4:00 p.m., Monday to Friday, within 60 days of being notified by the Sponsor; (2) correctly answer a time-limited mathematical skill-testing question; and (3) sign and return a standard form of Declaration and Release Form confirming compliance with these Official Rules within ten (10) business days of the date on which the selected Participant received the Declaration and Release Form for signing. The Sponsor will arrange for delivery of the prize to the Winner upon receipt of the signed Declaration and Release Form. The Sponsor also reserves the right, at its sole option, to waive the requirement whereby the selected Participant must attend the Sponsor's office to claim the prize.

Should the selected Participant fail to meet the requirements set out in these Official Rules or be otherwise ineligible to win the prize, he/she will be disqualified and the prize will be awarded to an alternate Participant in a random draw selected from the remaining eligible entries.

### **6. GENERAL CONDITIONS**

The Issuer is not a sponsor of, nor a participant in, this Contest.

AJG is not responsible for any associated costs incurred by the Winner with claiming the prize. The Winner is solely responsible for the reporting and payment of any and all taxes, if any, that may result in claiming a prize in this Contest. Any claim to the prize will be subject to verification by the Sponsor, whose decision in this regard and on all matters of fact, interpretation, eligibility, procedure and fulfillment in respect to this Contest will be final and binding.

Entries in any way tampered with, forged, mutilated, incomplete, illegible, photocopied or mechanically reproduced, or submitted by or through fraudulent means, may be disqualified, in the sole discretion of the Sponsor. This includes any entry that does not comply with these Official Rules in any respect.

By participating in this Contest (including by referring a Friend or by contacting AJG for purposes in connection with this Contest), each Participant agrees to release and hold AJG and its affiliated companies, subsidiaries, parent companies, officers, directors and partners, including its advertising and sales promotion agencies, as well as their employees, brokers, agents and representatives ("**Released Parties**"), of all liability direct or indirect, physical or material arising out of accepting or using a prize, and each Participant releases the Released Parties, its sales promotion agency and all others involved from any recourse, claims or charges that could arise against them or one of them, now or in the future, by the Participant, his/her heirs, executors or estate administrators relating to the Contest or prize.

By referring a Friend, or by such Friend contacting AJG for purposes in connection with this Contest (as applicable), the Winner agrees and consents that his/her name, age, photograph, location, voice, testimony and/or statements be used in whole or in part by the Sponsor, its advertising agencies and any other parties involved in the development, production and distribution of materials relating to the Contest, for any purpose, through any media present or future, including social media, in any jurisdiction and in any manner without compensation and without any additional approval from the Winner. No correspondence will be entered into with any person other than the Winner.

Any personally identifiable information collected during a Participant's participation in the Contest will be collected and used for the administration of this Contest in accordance with the Sponsor's Privacy Policy available at <https://ajgcanada.com/privacy-policy>.

The Released Parties are not responsible for and shall not be liable for: (1) lost, late, damaged, illegible, stolen, misdirected, misidentified, or incomplete entries, for any problems or technical or mechanical malfunction of any telephone systems, computer on-line systems, servers, access providers, computer equipment, hardware or software programs, failure of any entry to be received by the close of the Contest Period on account of technical problems or traffic congestion on the Internet or at any website, or inaccurate entry information, whether caused by equipment, programming used in this Contest, human processing or otherwise, or any combination thereof; (2) any condition caused by events beyond the control of the Sponsor that may cause this Contest to be disrupted or corrupted; (3) any injuries, losses or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in this Contest; or (4) any printing or typographical errors in any materials associated with this Contest.

Should the Sponsor be unable to award the prize as described in these Official Rules, it reserves the right, at its sole discretion, to replace the prize with a prize or prizes of a similar nature and equivalent value or the value of the prize as stated in these Official Rules in cash.

A Winner's express or implied refusal to accept a prize releases the Released Parties from any prize-related liability toward that person.

The Sponsor reserves the right at any time to withdraw this Contest or to modify, amend, change, or supplement these Official Rules, in its sole discretion, subject to applicable law. The Sponsor

also reserves the right, at its sole discretion, to cancel, terminate or suspend this Contest should any event or cause beyond their control arise, which may corrupt or affect the administration, security, impartiality or progress of the Contest, as stipulated in these Official Rules.

The Contest is governed by all applicable federal, provincial and municipal laws.

By referring a Friend, or by such Friend contacting AJG for purposes in connection with this Contest (as applicable), all Participants agree that: (1) any and all disputes, claims or causes of action arising out of or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration or alternate dispute resolution, as selected by the Sponsor, to take place in Toronto, Ontario; (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred in the participation of the Contest but in no event legal fees and expenses; and (3) under no circumstances will a Participant be entitled to obtain awards for and hereby waives all rights to claim punitive, incidental, indirect and consequential damages and any other damages (other than for direct damages limited to actual out-of-pocket reasonable costs), and any and all rights to have damages multiplied or otherwise increased.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the decisions of the Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the province in which the Participant resides, without regard for conflict of laws doctrine.

For the identification of the Winner or for a copy of these Official Rules, send a self-addressed stamped envelope to Christina Melick at the Sponsor's address set out above within one (1) year of the end of the Contest Period.