

BMO Build a Branch Contest
Official Contest Rules

1. Sponsor. The BMO Build a Branch Contest (Contest) is sponsored by BMO Bank of Montreal, 100 King Street West, Toronto, ON, M5X 1A3 (Sponsor).

2. Eligibility. This Contest is open to legal residents of Canada, excluding Québec, who are at least 13 years of age at the time of entry, who are currently enrolled in a university/college/vocational school (post-secondary school) by September 19, 2024. In the case of individuals between the age of 13 and the age of majority in their province or territory of residence, such individual's parent or legal guardian must consent to these Contest Rules and their child's entry in the Contest. Employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production, or distribution of Contest materials, and those living in the same household are not eligible to enter. By participating in this Contest, Entrants, or their parent or legal guardian, as applicable, acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants, or their parent or legal guardian, as applicable, who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in Sponsor's sole discretion.

3. Contest Dates and Times. The Contest begins on September 19, 2024 at 12:01 a.m. EST and ends on October 6, 2024 at 11:59 p.m. EST (Contest End Date) after which time the Contest will be closed and no further entries will be accepted.

The ten (10) finalists will be selected between October 7, 2024 at 12:01 a.m. EST and October 9, 2024 at 11:59 p.m. EST.

Voting for the grand prize winner begins October 10, 2024 at 9:00 a.m. EST and ends on October 20, 2024 at 11:59 p.m. EST.

4. How to Enter. Entrants can enter by completing the entry form found at www.bmo.gg/BuildaBranch. For this Contest, receipt of an internet entry occurs when Sponsor's server records the entry information. All entries must be complete and are subject to verification and approval by the Sponsor, in its sole discretion. Entries will not be approved if they are deemed to be inappropriate by the Sponsor. Limit 1 entry per person.

Any attempt or suspected attempt to use robotic, automatic, programmed or otherwise illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating, and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular, or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. No correspondence will be entered into except with Selected Entrants, as defined below. Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry.

- Submission Eligibility. For submissions to be considered eligible, Entrants are required to provide the following information in their entry form:
 - Province of residence
 - Post-secondary school
 - First name
 - Last name
 - Email address
 - Fortnite username
 - Confirmation if age of majority in their province/territory
 - Confirmation of parent/legal guardian if under the age of majority in their province/territory (as applicable)
 - Photo(s) of submission: Min. 1, Max. 3
 - Short write-up of submission: Max. 250 characters
 - Agreement to the Contest Rules and Regulations
 - Consent to the collection and use of Personal Information as described in the Contest Rules and Regulations and [BMO's Privacy Code](#)

The following fields are optional:

- Video trailer of submission: 60 sec or less (optional)
- Fortnite island code (optional)
- Discord username (optional)
- Opt-in consent to receive future electronic marketing communications from BMO (optional)

If entrant is under the age of majority in their province/territory, they may be required to verify parental/legal guardian consent.

By entering, you give permission for BMO to use your submitted photos, write-up of submission and/or videos along with your first name, Discord username, and/or Fortnite username for any purpose relating to the Contest and BMO NXT LVL, including by not limited to, marketing activities, promotional purposes, posting on the BMO NXT LVL Discord server, on the BMO NXT LVL Twitch channel, etc.

If you are selected as one of the top 10 finalists, you agree to transfer your branch from the builder's account to BMO's account. BMO will then own the build / your submission, and the user will not be able to make any further changes to it. Failure to transfer your branch to BMO's account may cause your prize to be forfeited and a new Selected Entrant selected, in the Sponsor's sole discretion.

5. **Contest Prizes.** There are a total of one hundred and ten (110) prizes available (total approximate retail value: fourteen thousand two hundred and ninety nine dollars (\$14,299 CAD)) to be won as follows:

- a) **Grand prize winner:** \$5,000 CAD (total approximate retail value: five thousand dollars (\$5,000 CAD)).
- b) **Top 9 finalists:** \$500 CAD (total approximate retail value: five hundred dollars (\$500 CAD)).
- c) **First 100 people to submit:** Code for 5,000 V-Bucks (total approximate retail value: forty seven dollars and ninety nine cents (\$47.99CAD)).

All winners, or their parent or legal guardian, as applicable, assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or the use or redemption of a prize. Prizes must be accepted as awarded and have no cash value. Prizes or any portion of a prize cannot be combined with other discounts, promotions, or special offers. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at the time of award.

6. **Odds of Winning.** The odds of winning depend on the number of eligible entries received before the Contest End Date.

7. **Skill-Testing Question.** Selected Entrants, or their parent(s) or legal guardian(s), as applicable, will be required, as a condition of winning a prize, to correctly answer, without assistance of any kind, the Sponsor's time-limited, mathematical skill-testing question to be administered by email.

8. **Winner Selection and Confirmation.**

The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any contestant in this Contest, or purportedly earned, by such contestant to be considered valid for the purposes of this Contest.

- a) **First 100 people to submit:** These winners are selected if they're one of the first one hundred (100) people who submit an approved entry between September 19, 2024 at 12:01 a.m. EST and on October 6, 2024 at 11:59 p.m. EST.

Selected Entrants, or their parent(s) or legal guardian(s), as applicable, will be notified within thirty (30) business days of the selection date and will be contacted by email using the email address provided at the time of entry into the Contest. Up to two (2) attempts will be made to contact Selected Entrants, or their parent(s) or legal guardian(s), as applicable, within seven (7) business days following the selection. A Selected Entrant, or their parent(s) or legal guardian(s), as applicable, that does not or cannot accept a prize may be forfeited and a new Selected Entrant selected, in the Sponsor's sole discretion. An electronic signed copy of the Sponsor's Winner Release must be received by the Sponsor no later than December 2, 2024. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant, or their parent(s) or legal guardian(s), as applicable, to receive notification or for the Sponsor to receive a Selected Entrant's (or their parent(s)' or legal guardian(s)', as applicable) response. Selected Entrants, or their parent(s) or legal guardian(s), as applicable, must provide a mailing address for prize fulfillment. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant, or their parent(s) or legal guardian(s), as applicable, to provide an accurate mailing address.

- b) **Top 10 finalists:** Between October 7, 2024 at 12:01 a.m. EST and October 9, 2024 at 11:59 p.m. EST, ten (10) finalists will be selected. by BMO, from all the eligible entries, based on the following judging criteria:

- **Aesthetic:** How does the branch look? What unique design elements have been included in the branch submission?
- **Functionality:** What is the experience inside your branch. What can you do in the branch? Are there interactive elements?
- **Innovation:** What is truly new and unique about your bank branch? What are things we've never seen before in Fortnite Creator Mode?

All submissions must include a bank vault.

Selected Entrants, or their parent(s) or legal guardian(s), as applicable, will be notified within one (1) business day of the selection date and will be contacted by email using the email address provided at the time of entry into the Contest. Up to two (2) attempts will be made to contact Selected Entrants, or their parent(s) or legal guardian(s), as applicable, within one (1) business day following the selection. A Selected Entrant, or their parent(s) or legal guardian(s), as applicable, that does not or cannot accept a prize may be forfeited and a new Selected Entrant selected, in the Sponsor's sole discretion. An electronic signed copy of the Sponsor's Winner Release must be received by the Sponsor no later than October 11, 2024. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant, or their parent(s) or legal guardian(s), as applicable, to receive notification or for the Sponsor to receive a Selected Entrant's (or their parent(s) or legal guardian(s)', as applicable) response. Selected Entrants, or their parent(s) or legal guardian(s), as applicable, must provide a mailing address for prize fulfillment. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant, or their parent(s) or legal guardian(s), as applicable, to provide an accurate mailing address.

- c) **Grand prize:** Between October 10, 2024 at 9:00 a.m. EST and October 20, 2024 at 5:00 p.m. EST, voting for the grand prize winner will take place on the BMO NXT LVL Discord server, in the top 10 channel. You must join the BMO NXT LVL Discord server and be a verified member in order to vote. To join the BMO NXT LVL Discord server, you must visit discord.gg/BMONXTLVL and accept the invite. To become a verified member you must complete the verification form that will be sent to you via Discord DM.
- The channel will host the images, video (if applicable), descriptions, and island codes (if applicable) of each submission. May also host first name, Discord username, and/or Fortnite username.
 - Users must leave a thumbs up emoji on the submission (or submissions) they're voting for.
 - The most votes (thumbs ups) wins.
 - Users will be able to vote for multiple branches but can only vote for each branch once.

Selected Entrants, or their parent(s) or legal guardian(s), as applicable, will be notified within one (1) business days of the selection date and will be contacted by email using the email address provided at the time of entry into the Contest. Up to two (2) attempts will be made to contact Selected Entrants, or their parent(s) or legal guardian(s), as applicable, within one (1) business days following the selection. A Selected Entrant, or their parent(s) or legal guardian(s), as applicable, that does not or cannot accept a prize may be forfeited and a new Selected Entrant selected, in the Sponsor's sole discretion. An electronic signed copy of the Sponsor's Winner Release must be received by the Sponsor no later than October 25, 2024. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant, or their parent(s) or legal guardian(s), as applicable, to receive notification or for the Sponsor to receive a Selected Entrant's (or their parent(s) or legal guardian(s)', as applicable) response.

Prize to be awarded into new or existing BMO account at a branch of Sponsor. If Winner does not have a BMO account and an account/product assessment does not result in an account being opened, prize will be awarded in the form of a cheque. Note Sponsor will not assume any liability in relation to an account in overdraft / Sponsor will not make up the difference.

Winners are selected at 100 King Street West, Toronto, ON, M5X 1A3. The Sponsor, or an employee, agent or other representative of the Sponsor, will select winners based on the criteria listed above. Selected Entrants will be deemed winners if they meet all of the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet the eligibility criteria, they will be disqualified and will not receive a prize and another entrant will be selected from the remaining eligible entries. Before being declared a winner, Selected Entrants, or their parent(s) or legal guardian(s), as applicable, will be required to: (i) correctly answer the Sponsor's skill-testing question; (ii) electronically sign and return the Winner Release form (Winner Release); and (iii) comply with all other Contest Rules, all in the sole discretion of Sponsor.

Disputes regarding identity of Entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the individual assigned to the email address entered at the time of entry (Authorized Account Holder). Each Selected Entrant, or their parent(s) or legal guardian(s), as applicable, may be required to provide proof that they are the Authorized Account Holder associated with a selected entry.

The winner acknowledges and agrees that they are solely responsible for any and all tax consequences associated with their receipt of the prize(s). This includes, but is not limited to, income taxes, withholding taxes, and any other applicable taxes imposed by federal, provincial, or local authorities. The sponsor assumes no responsibility for advising of or assisting the winner with their tax obligations, and the winner should consult with a qualified tax professional regarding the tax treatment of their winnings.

9. **Release and Indemnification.** All winners, or their parent(s) or legal guardian(s), as applicable, must sign the Sponsor's

Winner Release to: (i) confirm compliance with all Contest Rules; (ii) agree to accept prizes as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development, and execution of the Contest (Released Parties) from any and all manner of action, cause of action, claim or demand, loss or injury, or any suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, or any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner, or their parent(s) or legal guardian(s), as applicable, with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the Entrants, or their parent(s) or legal guardian(s), as applicable, guests or other third parties, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the Entrant's (or their parent(s) or legal guardian(s), as applicable) participation in the Contest and/or in connection with the acceptance and/or exercise by the Entrant (or their parent(s) or legal guardian(s), as applicable) of prizes as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by Entrants (or their parent(s) or legal guardian(s), as applicable) with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an Entrant (or their parent(s) or legal guardian(s), as applicable), use or misuse of a prize, or any travel related thereto.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries that fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Winner Releases; (iv) injury or damage to Entrants' (or their parent(s)' or legal guardian(s)' (as applicable) computers or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's (or their parent(s) or legal guardian(s), as applicable) participation in the Contest or receipt or use or misuse of any prize, including any related travel and the use of entries by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise; or (vii) late, lost, misdirected, or unsuccessful efforts to notify a potential winner.

10. Other Conditions. The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice to Entrants (or their parent(s) or legal guardian(s), as applicable). Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, the Sponsor reserves the right to terminate the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

11. Use of Personal Information. By participating in the Contest, each Entrant, or their parent or legal guardian, as applicable, consents to the Sponsor's and its agents collection and use of their full name, email address, mailing address, post-secondary school, Discord username, Fortnite username, and proof of eligibility (Personal Information) solely for the purpose of administering the Contest, including for prize fulfillment purposes, where applicable. Personal Information will only be used by the Sponsor for marketing purposes with the Entrant's consent on the entry form. To review Sponsor's Privacy Code, see www.bmo.com/privacy.

12. Publicity and Entrant Information. With the exception of any Personal Information of Entrant (and/or their parent or legal guardian, as applicable) which is subject to applicable privacy laws and the terms of Sponsor's Privacy Code, by participating in the Contest, Entrants, or their parent(s) or legal guardian(s), as applicable, consent to the use of the Entrant's first name, social media handle(s), comments, and image or other likeness, whether on videotape or via photograph, for the administration of the Contest or any publicity carried out by the Sponsor, (and any co-sponsors) and their respective parent and affiliate companies, and each of their agents and representatives, and marketing partners, without further notice or compensation.

13. Communication About the Contest. We may contact you by way of email for purposes of communications about the contest. Communications may include:

- Confirmation of contest entry
- Obtaining your mailing address for prize fulfillment
- General prize fulfillment
- Verification of parent/legal guardian consent (if applicable)
- Verification of identity and/or eligibility
- Any questions we may have about your entry

- Other contest questions or updates

Your email address will only be used for these purposes, unless you have provided consent for other purposes through the entry form.

14. Law. The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal, and local laws. This Contest shall be governed exclusively by the laws of the Province of Ontario, including all issues and questions concerning the construction, validity, interpretation, and enforceability of these Contest rules, rights, and obligations between Entrants (or their parent(s) or legal guardian(s), as applicable) and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Toronto, Ontario.

15. Rule Amendments. The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

16. Intellectual Property. All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans, and representations, are owned by the Sponsor. All rights reserved. Unauthorized copying or use of any of the Sponsor's intellectual property without the express written consent of the Sponsor is strictly prohibited.

To the extent permitted by applicable law, participants agree to release and hold harmless Epic Games, Inc., its licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives from all claims, demands, actions, losses, liabilities, and expenses related to this promotion.

The information participants provide in connection with this promotion is being provided to sponsor and not to Epic Games, Inc.

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