

# Winter 2018 BMO Mutual Funds Contest (the “Contest”)

## Contest Rules

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### 1. Contest Period

The Contest begins on January 2, 2018 at 12:00:01 a.m. Eastern Time (“ET”) and ends on March 1, 2018, at 11:59:59 p.m. ET (the “Contest Period”). By participating in this Contest, each entrant agrees to be legally bound by the Contest Rules.

### 2. Eligibility

The Contest is open to legal residents of Canada who: (i) have reached the legal age of majority in their province/territory of residence; and (ii) own BMO Mutual Funds inside an account held with BMO Investments Inc. (“BMOII”) on December 31, 2017 (as determined by the Sponsor (defined below) in its sole and absolute discretion on the basis of its official records).

Despite the foregoing, employees, representatives and agents (and those people with whom such individuals are domiciled) of Bank of Montreal, its subsidiaries or affiliates (collectively “BMO” or the “Sponsor”), or their respective advertising and promotional agencies, prize suppliers, the independent Contest administrator or any other individual or entity involved in the administration or execution of the Contest (collectively, the “Contest Parties”) and corporations, companies, partnerships, sole proprietorships and other types of business entities (i.e. only individuals are eligible to enter the Contest) are not eligible to enter the Contest.

### 3. How to Enter

NO PURCHASE NECESSARY. There are two (2) ways to enter, respectively as follows:

- I. **Method 1:** If you purchase (or transfer from an institution other than BMO or BMOII at least C\$50,000 of Eligible Mutual Funds (defined below) into a qualifying mutual funds account held with BMOII during the Contest Period (see Schedule A of these Contest Rules below for information eligible Purchases, including information regarding Eligible Mutual Funds and qualifying mutual funds accounts) (collectively, a “Purchase”), you will receive (1) entry into the Contest in accordance with the following parameters:
  - a. If your total Purchase amount during the Contest Period is between C\$50,000 and C\$199,999.99, you will receive one (1) Prize 1 Entry (a “Prize 1 Entry”);
  - b. If your total Purchase amount during the Contest Period is between C\$200,000 and C\$299,999.99, you will receive one (1) Prize 2 Entry (a “Prize 2 Entry”); or
  - c. If your total Purchase amount during the Contest Period is C\$300,000 or greater, you will receive one (1) Prize 3 Entry (a “Prize 3 Entry”).
- II. **Method 2:** To enter the Contest without making a Purchase, prepare and send an original hand-written essay of 50 words or more on “What Investing Means to Me” (“Essay”) along with your name, complete mailing address (including postal code), daytime and evening telephone numbers and email address and your selection of the entry you would like to receive (i.e. a Prize 1 Entry, Prize 2 Entry or Prize 3 Entry) by

mail in a sealed envelope bearing sufficient postage (collectively, a “**Mail-in Request**”) to:

Retail Investment Products Marketing Department  
BMO Bank of Montreal  
100 King Street West, 41<sup>st</sup> Floor  
Toronto, ON M5X 1A1

Mail-in Requests must be postmarked during the Contest Period, and must be received by March 31, 2018 at 4 p.m. ET. No mechanical reproductions permitted. Mail-In Requests become the property of the Sponsor and will not be acknowledged or returned. If an eligible Mail-in Request is received, the applicable eligible entrant that submitted such Mail-in Request will be provided with one (1) entry on the basis of the entry selection included in such Mail-in Request.

Collectively, Prize 1 Entries, Prize 2 Entries and Prize 3 Entries will be referred to as “**Entries**” and individually as an “**Entry**”.

There is a limit of one (1) Entry per individual regardless of the method of entry. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Contest Rules; and/or (ii) use multiple names, identities or email addresses to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. An Entry may be rejected if (in the sole and absolute discretion of the Sponsor) it is not fully completed with all required information and received in accordance with these Contest Rules. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete, illegible or incompatible Contest-related information (which is void). All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the 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 Contest-related information submitted or received (or purportedly submitted or received) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Contest Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

#### **4. Prizes**

There are one hundred fifty (150) prizes (each a “**Prize**” and collectively “**Prizes**”) available to be won, respectively as follows:

- **Prize 1:** Fifty (50) of the Prizes (each, a “**Prize 1**”) each consist of C\$100 paid in the form of units of the BMO Money Market Fund.
- **Prize 2:** Fifty (50) of the Prizes (each, a “**Prize 2**”) each consist of C\$300 paid in the form of units of the BMO Money Market Fund.

- **Prize 3:** Fifty (50) of the Prizes (each, a “**Prize 3**”) each consist of C\$650 paid in the form of units of the BMO Money Market Fund.

There is a limit of one (1) Prize per individual and per account. The Prizes must be accepted as awarded and are not transferable.

The Prizes will be paid by August 31, 2018, provided that all eligibility criteria have been satisfied. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award.

There may be tax implications in connection with receiving a Prize. For registered accounts (RRSPs and RRIFs), no tax receipt will be issued for any Prize. If you require tax advice, please contact your personal tax advisor. The Released Parties assume no responsibility (and each winner is solely responsible) for the winner’s compliance with tax regulations and requirements.

### **5. Draw and Winner Selection**

On July 3, 2018, in Whitby, Ontario at 1:00 p.m. ET, the Sponsor will perform the following random draws:

- I. **Prize 1:** Fifty (50) potential Prize 1 winners will be selected from among all Prize 1 Entries received in accordance with these Contest Rules. The odds of winning a Prize 1 will depend on the number of Prize 1 Entries received in accordance with these Contest Rules.
- II. **Prize 2:** Fifty (50) potential Prize 2 winners will be selected from among all Prize 2 Entries received in accordance with these Contest Rules. The odds of winning a Prize 2 will depend on the number of Prize 2 Entries received in accordance with these Contest Rules.
- III. **Prize 3:** Fifty (50) potential Prize 3 winners will be selected from among all Prize 3 Entries received in accordance with these Contest Rules. The odds of winning a Prize 3 will depend on the number of Prize 3 Entries received in accordance with these Contest Rules.

The Sponsor or its designated representative will make a minimum of three attempts to contact each potential winner by telephone within seven (7) calendar days of the draw date. If a potential winner cannot be contacted within such time, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining applicable Entries received in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such new potential winner).

Before being declared a confirmed winner, each potential winner must: i) first correctly answer, unaided, a time-limited mathematical skill-testing question to be administered by telephone or mail; and ii) sign and return, within ten (10) calendar dates of notification, the Sponsor's

standard form of Declaration of Liability, Waiver and Publicity Release (the "**Release**") which, among other things:

- a. confirms compliance with the Contest Rules;
- b. releases the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively "**Released Parties**") from any liability in connection with the Contest, the entrant's participation therein and/or the awarding and use or misuse of the applicable Prize or any portion thereof; and
- c. grants to the Released Parties the right to use the selected customer's name, address (city and province/territory) and likeness in any form of advertising relating to the Contest without further notice or compensation in any publicly or for promotional purposes carried out by or on behalf of the Sponsor.

If a potential winner:

- i. cannot be contacted by telephone within seven (7) calendar days of selection or there is a return of any prior notification as undeliverable;
- ii. fail(s) to correctly answer the skill-testing question;
- iii. do(es) not sign and return the properly executed Release within the specified time;
- iv. cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; or
- v. is determined to be in violation of these Contest Rules (all as determined by the Sponsor in its sole and absolute discretion)

the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining applicable Entries received in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such new potential winner).

## **6. GENERAL**

**IMPORTANT NOTE:** BMO Mutual Funds are offered by BMO Investments Inc., a financial services firm and a separate legal entity from Bank of Montreal. Commissions, trailing commissions, management fees and expenses all may be associated with mutual fund investments. Please read the fund facts or prospectus of the relevant BMO Mutual Fund before investing. Mutual funds are not guaranteed, their values change frequently and past performance may not be repeated.

By entering the Contest, each entrant agrees to abide by these Contest Rules. This Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited by law. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.

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 (“**Régie**”). 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.

This Contest cannot be combined with any other contest or offer for the same investment.

By entering this Contest, each entrant agrees to hold harmless the Released Parties against any and all liability, damages or causes of action (however named or described) with respect to or arising out of:

- i. the entrant's participation in the Contest;
- ii. the receipt or use/misuse of a Prize (or any component thereof) awarded therein; and
- iii. the administration of the Contest and distribution of the Prizes.

The Sponsor reserves the right to disqualify any person and void any Entries of that person who it believes has tampered with the entry process or any other component of the Contest, whose conduct or action affects the administration, security or fairness, integrity or proper conduct of the Contest, or who fails to meet or abide by the Contest Rules.

The Released Parties do not assume any responsibility and will not be liable for any failure of the telephone number(s) during the Contest, tampering, theft, defects, viruses, human errors including negligence, deletions, technical or telephone, computer line, network, server, access providers, computer equipment or software problems, undeliverable messages, computer errors, lost, misdirected, late or incomplete Entries or inaccurate capture of information or any online difficulties that may result in computer damage or malfunction or the failure of the Sponsor to receive or process any Entry and otherwise award any Prize. The Released Parties are not responsible for printing errors appearing in these Contest Rules or related Contest materials. In addition, the Released Parties will not assume any responsibility of any nature whatsoever in all cases where their inability to hold the Contest or to remit the Prizes to the winners that results from a cause beyond their control, including acts of god, weather conditions, strike, lock-out or other labour dispute.

The Sponsor, subject only to the approval of the Régie, reserves the right to:

- i. cancel or suspend this Contest in the event of any accident, printing, administrative, or other error of any kind without prior notice or obligation, and

- ii. withdraw or amend this Contest in any way, in the event of an error, tampering, unauthorized intervention, fraud or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Mail-in Request, Purchase or Entry with these Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason.

By entering this contest, each Customer expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Purchase or Mail-in Request (as applicable) for the purpose of administering the Contest and in accordance with Sponsor's Privacy Policy available at: [bmo.com/privacy](http://bmo.com/privacy). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the French version of these Contest Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Contest Rules shall prevail, govern and control to the fullest extent permitted by law.

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### **Schedule A**

- 1) Purchases only apply to **non-registered, RRSP and RRIF account types**. All locked-in plan types (including TFSA, RESP and RDSP accounts) are **excluded** and ineligible for the Contest.
- 2) All investments in a qualifying mutual funds account held with BMOII are subject to standard suitability assessments and the applicable account terms and conditions.
- 3) The Purchase amount will be based upon the sum of all purchases of Eligible Mutual Funds into the customer's account during the Contest Period.
- 4) In the event that there are qualifying Purchases in more than one account, the customer will be entered into the Contest based upon the account with the largest sum of Purchase(s) made during the Contest Period.
- 5) Purchases may not be combined across plan types to meet the minimum investment

amount for a given Prize amount. For example, a customer who purchases \$25,000 in an RRSP and \$25,000 in a non-registered account will not be entered into the draw for Prize 1.

- 6) Only purchases of eligible mutual funds as described below (the “**Eligible Mutual Funds**”) will be included when determining if a customer has satisfied the Contest’s minimum investment thresholds:
  - Most BMO Mutual Funds are eligible for the Contest, with the exception of all BMO Global Tax Advantage Funds, BMO MatchMaker® Strategic Portfolios and short-term funds (see list of ineligible BMO Mutual Funds).
  - In-kind transfers of some third-party mutual funds are also eligible (customers may ask a BMO investment professional for details).
  - Purchases of ineligible mutual funds will **not** be included when determining if a customer has satisfied the Contest’s minimum investment thresholds.
- 7) Assets transferred from one account held with BMOII into another will not be included when determining if a customer has satisfied the minimum investment threshold. However, assets transferred to BMOII from other Bank of Montreal products, such as savings accounts or GICs, will be included if the entrant has otherwise complied with the Contest Rules.
- 8) In order to be considered for the Contest, a Purchase must be received by 4:00 p.m. (EST) on March 31, 2018 and must remain invested until midnight on May 31, 2018. However, switches between eligible BMO Mutual Funds between March 31 and May 31, 2018 will not result in the customer’s disqualification from the Contest.