

## 2018 BMO Retail Investments Twitter Chat Contest Rules (the “Contest”)

### 1. CONTEST SPONSOR

The Contest is sponsored by BMO Retail Investments with an office at 1 First Canadian Place, 100 King Street West, 41<sup>st</sup> Floor, Toronto, Ontario M5X 1H3 (the “Sponsor”).

### 2. CONTEST PERIOD:

The Contest begins at 7:30 p.m. Eastern Time (“ET”) and ends at 8:30 p.m. on September 25, 2018 (the “Contest Period”) during the BMO Retail Investments Twitter Chat event (the “Event”). The Sponsor’s time clock is the official clock for this Contest. The Contest Period includes four (4) entry periods (each, an “Entry Period”). Each Entry Period will start once the corresponding Question (defined below) has been tweeted and will end once the following Question has been tweeted (with the exception of the fourth and final Entry Period, which will end at the end of the Contest Period). Subject to the foregoing, the approximate start and end time (which, for greater certainty is subject to change) for each Entry Period is as outlined in the following table:

Entry Period	Question	Start Time (ET)	End Time (ET)	Prize
1	1	7:36:00 PM	7:45:00 PM	1
2	2	7:47:00 PM	8:02:00 PM	2
3	3	8:05:00 PM	8:12:00 PM	3
4	4	8:14:00 PM	8:27:00 PM	4

### 3. ELIGIBILITY

The Contest is open to all individuals who: (i) are physically in attendance at the Event; (ii) are residents of Canada (excluding Quebec); and (iii) have reached the legal age of majority in their province or territory of residence at the time of entry. Notwithstanding the foregoing, employees (and those with whom such employees are domiciled) of the Bank of Montreal, its affiliated companies or agents, advertising and promotion agencies and any other entity involved in the development, production, administration, judging or fulfillment of the Contest (collectively, the “Contest Parties”) are not eligible to enter the Contest.

### 4. PRIZES

There are four (4) prizes (the “Prizes”) available to be won. There is one (1) Prize allocated to each Entry Period. The Prizes are respectively as follows:

Entry Period	Prize	Description and Value
1	1	One (1) \$50.00 prepaid Mastercard®
2	2	One (1) \$50.00 prepaid Mastercard®
3	3	One (1) \$50.00 prepaid Mastercard®
4	4	One (1) \$500.00 prepaid Mastercard®

Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at the Sponsor’s option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute the 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. Each Prize is subject to the terms and conditions of the issuer.

### 5. HOW TO ENTER

NO PURCHASE NECESSARY. To participate in this Contest, you must have a valid Twitter account. If you do not have an account, visit [www.twitter.com](http://www.twitter.com) and register in accordance with the enrollment instructions for a free Twitter account. In addition, eligible entrants must become a “follower” (the “Follower(s)”) of the official @BMO channel

on Twitter (note: you can un-follow at any time after Contest administration is complete). To become a Follower, an eligible entrant must:

- I. visit [www.twitter.com/BMO](http://www.twitter.com/BMO); OR
- II. from his/her Twitter home page, click on the "Find People" tab and perform a search for "BMO"; AND
- III. Click on the "Follow" button corresponding to the official @BMO channel.

At the start of each Entry Period, a question will be tweeted from either the BMO channel @BMO or the twitter chat host channel @listen2lena (each, a "**Question**"). To enter, you must tweet a reply ("**Tweet**") to a Question during the corresponding Entry Period and your Tweet must otherwise comply with the requirements set out herein (as determined by the Sponsor in its sole and absolute discretion. An eligible Tweet to a Question by a Follower will constitute one (1) entry ("**Entry**"). By submitting a Tweet, you agree to be legally bound by these Official Rules.

Collectively, the eligible Tweets in respect of Question 1 will be referred to as "**Question 1 Entries**". Collectively, the eligible Tweets in respect of Question 2 will be referred to as "**Question 2 Entries**". Collectively, the eligible Tweets in respect of Question 3 will be referred to as "**Question 3 Entries**". Collectively, the eligible Tweets in respect of Question 4 will be referred to as "**Question 4 Entries**". Collectively, Question 1 Entries, Question 2 Entries, Question 3 Entries and Question 4 Entries will be referred to as the "**Entries**".

There is a limit of one (1) Question 1 Entry per person/Twitter account. There is a limit of one (1) Question 2 Entry per person/Twitter account. There is a limit of one (1) Question 3 Entry per person/Twitter account. There is a limit of one (1) Question 4 Entry per person/Twitter account. There is a limit of one (1) Prize per person/Twitter account. 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 Official Rules; and/or (ii) use multiple names, identities, e-mail addresses, Twitter accounts and/or any automated, macro, script, robotic or other system(s) or program(s) 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. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) it is not fully completed with all required information and submitted and received in accordance with these Official Rules during the Contest Period. The Contest Parties and their respective employees, officers, directors, agents, successors and assigns (collectively, the "**Released Parties**") are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Tweets (all of which are void).

All Tweets 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 Tweet or other information entered (or purportedly entered) 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 Official 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. Only Tweets actually received by the Sponsor will be considered. Proof of Tweet transmission shall not constitute proof of receipt. By entering into the Contest, you are giving your consent to be notified, through electronic communication, that you have been selected a winner and other types of Contest-related electronic communications. The Sponsor reserves the right to refuse any Tweet it deems to be ineligible.

To be an eligible Entry, your Tweet must adhere to the following requirements ("**Submission Requirements**"):

- I. provide a relevant response as a reply to the question in the applicable Question (as determined by the Sponsor in its sole and absolute discretion);
- II. include the hashtags: #Investsmart and #ContestEntry (the "**Hashtags**") and applicable Question number in the following format: Q1, Q2, Q3 or Q4;
- III. comply with the Twitter Terms of Service and Twitter Rules available at [www.twitter.com](http://www.twitter.com);
- IV. conform to Twitter's character limitation, including the Hashtags;
- V. be written in English only;
- VI. not violate the rights of any third party, including, but not limited to copyright. For example, your Tweet must not defame, infringe or violate publicity or privacy rights of any person, living or

- deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights.
- VII. be in "good taste" and in keeping with the Sponsor's brand image and must not be explicit, offensive, obscene, or profane, and must not be derogatory toward any ethnicity, race, gender, sexual orientation, religion, profession, or age group, or promote any activities that may be unsafe or dangerous, as determined by the Sponsor, in its sole and absolute discretion;
  - VIII. not defame, misrepresent or contain disparaging remarks about Sponsor or its products; and
  - IX. not instigate others to commit illegal activities or violate human rights.

**ANY TWEET THAT DOES NOT FOLLOW THE ABOVE FORMAT (AS DETERMINED BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) WILL BE DISCARDED AND WILL NOT BE ELIGIBLE FOR ENTRY IN THIS CONTEST.**

Without limiting the generality of the foregoing and for greater certainty, a Tweet will be void (and an Entry will not be granted) if the Tweet:

- I. does not provide a relevant answer to the applicable Question;
- II. is incomplete or illegible;
- III. is not submitted and received during the applicable Entry Period in accordance with these Official Rules;
- IV. does not include the Hashtags and the Question number in the specified format;
- V. does not conform to Twitter's character limitation including the Hashtags;
- VI. does not comply with the Twitter Terms of Service or Twitter Rules; and/or
- VII. is not in accordance with the specific Submission Requirements listed above (all as determined by Sponsor in its sole and absolute discretion).

Private *Twitter accounts* should be made public in order for the Sponsor to be able to administer the Contest (including view your Tweet(s)).

#### **6. DRAW, NOTIFICATION AND CONFIRMATION PROCESS:**

At the end of the Contest Period, the Sponsor will perform four (4) random draws, as outlined in the following table:

<b>Draw</b>	<b>Entry Period</b>	<b>Question</b>	<b>Prize</b>	<b>Entries</b>
1	1	1	1	Question 1 Entries
2	2	2	2	Question 2 Entries
3	3	3	3	Question 3 Entries
4	4	4	4	Question 4 Entries

The odds of winning Prize 1 depend on the number of Question 1 Entries received. The odds of winning Prize 2 depend on the number of Question 2 Entries received. The odds of winning Prize 3 depend on the number of Question 3 Entries received. The odds of winning Prize 4 depend on the number of Question 4 Entries received.

Once an entrant has been randomly selected as a potential Prize winner, such entrant will not be eligible for a chance to win a second Prize.

Entrants will be contacted by the @BMO or @listen2lena in the form of a direct message or reply to their selected Tweet within (2) business days following the end of the Contest Period. If a selected entrant does not respond within forty-eight (48) hours of notification, the Sponsor reserves the right to select another potential winner from among the applicable Entries.

**BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER**, each selected entrant will be required to: (i) correctly answer a time-limited mathematical skill-testing question to be administered by mail, e-mail or telephone (as determined by the Sponsor in its sole and absolute discretion); and (ii) sign and return within 10 business days of notification a declaration of eligibility and a liability/publicity release, which:

- i. Confirms the entrant's compliance with these Official Rules;

- ii. Releases the Released Parties and Twitter from any liability in connection with the Contest, his/her participation therein and/or my acceptance, use or misuse of the applicable Prize or any portion thereof; and
- iii. Grants to the Sponsor the right to use the entrant's name, address and likeness worldwide, in perpetuity, in any media in any form of advertising relating to the Contest without further notice or compensation.

Failure to comply with one of the conditions mentioned in these Official Rules (as determined by the Sponsor in its sole and absolute discretion) or to accept the applicable Prize result in the selected participant being disqualified (and forfeiting all rights to the applicable Prize). In such a case, the Sponsor may, at its sole discretion, hold a new draw from among all remaining applicable Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

## 7. PERSONAL INFORMATION

In respect of winners, certain personal information may be required to collect the applicable Prize (e.g. last name, first name, e-mail address, mailing address, and phone number). Such required personal information will be used to verify the winner's identity. Any participant selected for a Prize grants the Sponsor and its representatives rights to use, if required, their name, Tweet, image (photo, voice or video) for publicity purposes, without any form of compensation.

By entering the contest, each entrant consents to the Sponsor its representatives storing, sharing and using: (i) the personal information submitted with his/her Tweet for the purpose of administering the Contest; and (ii) his/her social media username, submitted Tweet including photos and videos if applicable, without further compensation, in any advertising or publicity, including without limitation in blogs and other social media, as may be carried out by the Sponsor in its sole discretion.

All personal information collected from participants will be handled in accordance with the terms and conditions of BMO's privacy policy, which can be found here: <https://the.Sponsorwww.bmo.com/home/about/banking/privacy-security/our-privacy-code>

By entering into the Contest and providing the Sponsor, with the personal information required, you consent to the collection and use by the Sponsor, such information for the foregoing purposes. 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.

## 8. GENERAL CONDITIONS

- 1) **Applicable laws.** Subject to all applicable laws, these Official Rules govern all aspects of the Contest and bind all participants.
- 2) **Participant identification.** The participant is the person whose name appears on the Twitter account, and it is to this person to whom the applicable Prize will be awarded if he/she is selected and declared a winner in accordance with these Official Rules. In the event of a dispute as to the identity of a participant, the Entry will be deemed to be submitted by the established holder of the Twitter account associated with the Entry (as determined by the Sponsor in its sole and absolute discretion).
- 3) **Verification.** the Sponsor shall have the right at any time to require proof of identity and eligibility to enter the Contest. Failure to provide such proof may result in disqualification.
- 4) **Disqualification.** the Sponsor reserves the right to disqualify a person or to cancel one or several Entries of a person who participates or tries to participate in the Contest by using methods that do not comply with these Official Rules or that are unfair to the other participants (e.g. entry exceeding the authorized limit). Such a person may be reported to the appropriate legal authorities. Entries that are late or otherwise irregular or that do not conform with or satisfy any or all of these Official Rules will be void. the Sponsor reserves the right, in its sole discretion; to disqualify any entrant should such entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details or information.
- 5) **No Liability:** The Released Parties will not be liable for any social platform, social platform account, computer system, software or phone line malfunctions; any loss or absence of network server connections;

or any defective, incomplete, jumbled or scrambled computer transmissions or transmission failure by any computer or network that might restrict or prevent participation in the Contest. The Released Parties will be not liable for any damage or loss caused, directly or indirectly, in whole or in part, by the downloading of any software or form or by the transmission of any information in connection with the Contest. By accepting a Prize, the applicable winner: confirms compliance with these Official Rules; acknowledges that the Prize is not transferable (except as provided herein) and must be accepted as awarded; consents to the use of his/her name, city of residence, entry, voice, statements, photographs and/or likenesses for publicity, advertising or informational purposes in any medium in any format carried out by the Sponsor, affiliates or its advertising and promotional agencies, or suppliers; releases the Released Parties from all liability for damages the winners may suffer following acceptance and use of the applicable Prize.

- 6) By entering this contest you acknowledge that this Contest is not sponsored, endorsed, or administered by or associated with Twitter, and any questions, comments or complaints regarding the Contest should be directed to the Sponsor and not to Twitter. By participating in this Contest you completely release Twitter, of all liability in relation to injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from your participation. Any references to the Sponsor's products, services, or offerings, if any, are not to be construed as endorsement, sponsorship or recommendation thereof by any third party.
- 7) **Representations and Warranties.** Each participant represents, covenants and agrees that the Sponsor will not have to pay monies or other consideration to any third party or to participant, or to obtain releases or consents from any third party with respect to the Contest or Tweet other than participant's consent pursuant to these Official Rules, in order to fully exercise and exploit the rights granted hereunder. Participant further represents, covenants and agrees that: (i) participant is the owner of all right, title and interest in and to the Tweet and all elements thereof; (ii) the consent of no other person or entity is required to enable the Sponsor to use the Tweet as described herein; and (iii) the Sponsor's use of the Tweet as contemplated herein will not violate or infringe upon the trademarks, service marks, trade names, copyright, artistic, and/or other rights of any third party(ies) including the rights of publicity and/or privacy.
- 8) **Indemnification.** Each participant hereby indemnifies, defends and holds harmless the Released Parties, from any claim for infringement of any intellectual property right, violation of any personal right, or otherwise violation of any applicable laws (including, without limitation, trademarks, service marks, trade names, copyright, artistic, and/or other rights of any third party(ies) including the rights of publicity and/or privacy) arising from the use of the Tweet and/or the breach of any representation or warranty made by the participant herein.
- 9) **Contest modification.** The Sponsor reserves the right, at its sole discretion, to cancel, modify, suspend or terminate the Contest, in whole or in part, in the event of a virus, computer bug, unauthorized human action, or any other cause beyond its control that could corrupt or jeopardize the administration, security, impartiality or normal course of conduct of the Contest, or for any other reason (as determined by the Sponsor in its sole and absolute discretion). Without limiting the generality of the forgoing, the 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.
- 10) **Termination of participation in the Contest.** In the event that the Contest must be terminated in whole or in part before the end date provided in these Official Rules ("**Early End Date**"), the Sponsor may, at its sole discretion, proceed with the Entries duly received up to and including the Early End Date.
- 11) **Prize limit.** In no event shall the Sponsor be required to award more prizes than indicated in these Official Rules or to award a prize otherwise than in compliance with these Official Rules.
- 12) **Communication with participants.** No communication or correspondence related to the Contest shall be exchanged with participants except as provided for in these Official Rules or at the Sponsor's initiative.
- 13) **Final decision.** Any decision by the Sponsor or its representatives regarding the Contest is final and binding without appeal.
- 14) **Severability.** If a section of the Official Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.