



## THE MOGO MONDAY 2.0 CONTEST

### Official Rules & Regulations

This contest (the “**Contest**”) is open to all legal residents of Canada (excluding Quebec) who have reached the age of majority and have otherwise complied with these Rules as of the deadline for the applicable Draw Date (as described below).

To be eligible to enter this Contest, you must:

- (a) Be a MogoMember that (A) has (i) passed Mogo Finance Technology Inc.’s (“**Mogo**”) Know Your Client requirements; (ii) been granted access to the MogoAccount dashboard by Mogo; and (iii) not otherwise been flagged for actual or suspected fraudulent activity by Mogo in its sole and absolute discretion; and (B) is not in default of your obligations with respect to any one or more of the products and services available through the MogoAccount;
- (b) Have an iOS or Android device with the free MogoApp installed on it;
- (c) Have an account at a financial institution that supports Interac e-transfer; and
- (d) Have a valid email address associated with your free MogoAccount.

(the “**Entry Criteria**”)

NO PURCHASE NECESSARY. This Contest is open for entry by new and existing MogoMembers who meet the Entry Criteria. This Contest is not open to Mogo employees or immediate family members of such employees (immediate family members being spouses, parents, siblings or children) or any person with whom such person is domiciled. This Contest is void where prohibited by law.

### CONTEST PERIOD AND DRAW DATES

This Contest will begin on May 11, 2020 at 12:00 AM Pacific time and will continue until Mogo, in its sole and absolute discretion, elects to terminate it. A draw will take place on each Monday during the contest period. The deadline for entry for each draw will be the preceding Saturday at 4:59 PM Pacific time (the “**Draw Deadline**”).

The deadline for the first draw will be Saturday, May 16, 2020 at 4:59 PM Pacific time with the first draw taking place on Tuesday, May 19, 2020 due to a statutory holiday occurring on Monday, May 18, 2020. Thereafter, draws for prizes will occur on a weekly basis on each Monday, or the next business day if the applicable Monday is a holiday (each one a “**Draw Date**” and collectively the “**Draw Dates**”).

Mogo reserves the right, in its sole and absolute discretion, to change the Draw Dates set out herein.

### PRIZES

There are ten (10) prizes available on each Draw Date:

- (a) One (1) prize of \$250;
- (b) Three (3) prizes of \$50; and
- (c) Six (6) prizes of \$25;

(each one, a “**Prize**” and collectively the “**Prizes**”).

The total retail value of all Prizes available on each Draw Date is \$550 (inclusive of applicable tax).



## HOW TO ENTER

To enter, for each applicable Draw Date, you must:

1. Meet the Entry Criteria;
2. Sign into your MogoAccount on the MogoApp anytime within the 30 days before the Draw Deadline; and
3. Have push notifications enabled within the MogoApp.

Limit one (1) entry per person per Prize. No person will be eligible to win more than one (1) Prize. Any attempt by any participant to enter more than the allowed number of entries by using multiple or different email addresses, identities, registrations and/or logins, or any other method, will disqualify all of that participant's entries. Entries generated by a script, macro, bot or any other automated means will be deemed void. Entries that are mechanically reproduced, copied, incomplete or inaccurate are void. An entry may be rejected if, in the sole and absolute discretion of Mogo the entry is not submitted and received in accordance with these Rules and Regulations during the Contest Period or are not in compliance with these Rules and Regulations.

## WINNER DETERMINATION AND ODDS OF WINNING

1. Odds of winning a Prize depend on the total number of eligible entries received during the Contest Period for each Draw Date.
2. For each prize available on each Draw Date, one (1) entrant will be selected at random from all eligible entries received during the period specified above for that Draw Date as a potential winner (a "**Potential Winner**") for a total of ten (10) Potential Winners. Each Potential Winner will be notified by email (the "**Notification Email**") to the email address associated with the Potential Winner's MogoAccount promptly after being selected.
3. To be declared a winner, a Potential Winner must do all of the following within three (3) days of the date of the Notification Email:
  - (a) Mogo will send the potential winner a push notification through the Potential Winner's MogoApp on their mobile device. The Potential Winner must take a screenshot of the push notification and email it to Mogo;
  - (b) Follow the detailed instructions from Mogo in the Notification Email to follow Mogo on one of Facebook, Instagram, or Twitter, and to reshare or make a post tagging Mogo; and
  - (c) Respond to the notification e-mail, correctly answer a mathematical skill testing question, and complete the waiver provided by Mogo.
4. If a Potential Winner does not comply with these Rules and Regulations, including if (a) an email response is not received by Mogo from the Potential Winner, (b) the Potential Winner incorrectly answers the mathematical skill testing question, (c) the Potential Winner does not complete the waiver, and/or (d) the Potential Winner does not post or share and follow Mogo on Facebook, Instagram or Twitter, as set out above, within the requisite three (3) days, then that Potential Winner may be disqualified by Mogo without notice, in Mogo's sole discretion, and (in such case) will forfeit the Prize. **If a Potential Winner is disqualified by Mogo, then Mogo may (but will not be required), in its sole discretion, to select another Potential Winner at random to be eligible to win that Prize or Mogo may combine that Prize with another Prize on any Draw Date.**



5. To redeem the Prize, Mogo will send the Prize to the email address associated with the winner's account via Interac e-transfer.
6. **All decisions of Mogo are final and binding in all matters relating to this Contest. The winner will receive no compensation, credit or prize other than as disclosed in these Rules and Regulations.**

## **ENTRY CONDITIONS AND RELEASE AND INDEMNITY**

By entering this Contest, you agree to (a) fully and unconditionally comply with and be bound by these Rules and Regulations and Mogo's decisions which are binding and final in all matters relating to this Contest and (b) release, indemnify and hold harmless each of Mogo and its affiliates and related third parties, advertising and promotional agencies, Instagram, Twitter and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns (collectively, the "**Released Parties**") from any liability, claim or damage (including but not limited to personal injury, bodily injury, disability, death, copyright infringement, identity theft, privacy and defamation actions, misappropriation of likeness actions, property damage and loss or damage of any other kind) arising directly or indirectly, in whole or in part, from or in connection with this Contest or your participation in the Contest or in any contest-related activities, or any breach by you of your obligations, or any use, collection, storage and disclosure of your personal information, or, if declared a winner, a Prize (including the use and misuse of any Prize). You will indemnify and hold each of the Released Parties harmless in the event it is discovered that you have departed from or not fully complied with any of these Rules and Regulations. This release and indemnity will continue in force following the termination of the Contest and/or the awarding of any Prize.

## **GENERAL**

1. Neither Mogo nor any of its subsidiaries or affiliates assumes any responsibility or bears any liability whatsoever in any way for (i) any participation in this Contest; (ii) any entries that are delayed, stolen, misdirected, lost, destroyed or damaged; (iii) any failure or slowdown of programs or software supporting, connected to or related to this Contest; (iv) any problems or technical malfunctions of any kind, including without limitation computer systems, servers, equipment or software, however caused; or (v) any inability of any winner to accept a Prize for any reason.
2. **Mogo reserves the right to modify, amend, withdraw, or terminate this Contest and to modify these Rules and Regulations at any time, including the methods of entry and the maximum allowable number of entries per entrant, without prior notice, subject to applicable laws.** All Contest entries become the property of Mogo and its subsidiaries and affiliates and none will be returned. This Contest is subject to applicable federal, provincial or municipal laws and regulations. All Prizes are non-transferable and must be accepted as awarded.
3. Mogo is not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: errors in advertising, these Rules and Regulations, the selection and announcement of the winner, or the distribution of a Prize.
4. Any claim or legal action arising or occurring with respect to the Contest, or the awarding, acceptance, use, or misuse of the Prize, will be governed exclusively by British Columbia law, and will be resolved exclusively in either the federal or provincial courts located in Vancouver, British Columbia.
5. **PRIVACY / USE OF PERSONAL INFORMATION.** By participating in this Contest, you grant to Mogo and its subsidiaries and affiliates the right to use your personal information



for the administration of the Contest, including contacting you if you are a potential winner and the awarding of a Prize, in addition to the other purposes contemplated in these Rules and Regulations. Your personal information will be governed by Mogo's privacy policy, which is located at <https://www.mogo.ca/privacy-policy>. You hereby agree to provide and allow your first name, last name, last initial, your city and province of residence, your picture, your social media username(s), and the screenshot you shared to be declared a Winner, to be displayed on Mogo's website (<https://www.mogo.ca/>), Mogo's Facebook page, Twitter page, Instagram page, and/or related social media and other such marketing materials prepared by Mogo without additional compensation if you are declared a winner.

6. **This Contest is in no way sponsored, endorsed or administered by, or associated with Apple, Android, Facebook, Twitter or Instagram.** By participating in this Contest, you understand that you are providing your information to Mogo and not to Apple, Android, Facebook, Twitter or Instagram.
7. Sponsor/Administrator: The Sponsor and Administrator of the Contest is Mogo Finance Technology Inc., 2100-401 W Georgia Street, Vancouver, BC V6B 5A1.