

# MOGO BITCOIN CONTEST

## OFFICIAL RULES & REGULATIONS

The Mogo Bitcoin Contest (the “**Contest**”) is open to all legal residents of British Columbia, Alberta, Manitoba, Ontario, New Brunswick, Prince Edward Island and Newfoundland who have reached the age of majority in their province of residence as of 11:59 p.m. Pacific Standard Time (“**PST**”) on the applicable Draw End Date (as defined below). In addition, to be eligible to enter this Contest, you must:

1. Have internet access;
2. Have a valid email address; and
3. 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.  
(collectively, the “**Entry Criteria**”).

This Contest is open to existing and new MogoMembers who meet the Entry Criteria. No purchase necessary. This Contest is not open to employees of Mogo or any of its subsidiaries, immediate family members of such employees (being spouses, parents, children, or siblings) or any person with whom such employee is domiciled. This Contest is void where prohibited by law.

### CONTEST PERIOD

The Contest begins at or about 12:00 a.m. PST on December 20, 2017 and ends at or about 11:59 p.m. PST on March 31, 2018 (the “**Contest Period**”).

### PRIZE

There are four (4) prizes, each consisting of one (1) bitcoin or the equivalent in Canadian currency as determined by reference to the price of bitcoin quoted by QuadrigaCX at <https://www.quadrigacx.com> as at approximately 12:00 a.m. PST on the date immediately after the applicable Draw End Date (each, a “**Prize**”). The winner of the Contest will receive no prize beyond that described above. The Prize has a retail value of one (1) bitcoin. The value of bitcoin currency fluctuates frequently. As of 12:43 pm on December 15, 2017 when these Rules and Regulations were initially drafted, the value of one (1) bitcoin converted to Canadian dollars was \$22,150.00 based on the price of bitcoin quoted by QuadrigaCX at <https://www.quadrigacx.com>.

### HOW TO ENTER

There is a limit of up to seven (7) entries per participant for each applicable Draw End Date. Participants who otherwise meet all the Entry Criteria will automatically receive the specified number of entries for the applicable Draw End Date as follows:

1. One (1) entry for being a MogoMember as of 12:00 a.m. PST on December 20, 2017 or becoming a MogoMember by signing up for a free MogoAccount online at [www.mogo.ca](http://www.mogo.ca) or by downloading the MogoApp on an Apple or Android device on or before the applicable Draw End Date.
2. One (1) entry for downloading the MogoApp on an Apple or Android device and logging into such MogoApp at least once on or before the applicable Draw End Date. For greater certainty, this entry will be limited to one MogoApp download on one device.
3. Five (5) entries for having an active MogoProtect subscription, which is available through the MogoAccount for \$8.99 per month (inclusive of tax), as of the applicable Draw End Date.

Participants that meet one or more of the foregoing criteria on the applicable Draw End Date will automatically be entered in the Contest the applicable number of times, provided that such Participants satisfy the Entry Criteria. For greater certainty, a participant may win more than one (1) of the four (4) Prizes throughout the Contest Period. Any attempt by any participant to enter more often than the allowed entry by using multiple/different email addresses, identities, registrations and logins, or any other methods, will disqualify that participant's subsequent entries.

To be eligible, each entry must be received prior to 11:59:59 p.m. PST on each draw end date, being December 31, 2017, January 31, 2018, February 28, 2018, and March 31, 2018, respectively (each being a "**Draw End Date**"). Each fully completed entry will be an "entry" for purposes of the Contest, and only fully completed entries that otherwise comply with these Rules and Regulations will be accepted and eligible for entry into the Contest. 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.

## **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.
2. One (1) entrant will be selected at random as a winner within one business day of each Draw End Date. The winner will be notified by email using the email address associated with such winner's MogoAccount promptly after being selected. In order to be declared a winner, the entrant must respond via e-mail within seven (7) days of the date the winner is notified, correctly answer a skill testing question, and confirm acceptance of and otherwise comply with these Rules and Regulations. If an e-mail response is not received by Mogo within the specified time, or the entrant does not confirm acceptance of or otherwise comply with these Rules and Regulations, the entrant will be disqualified and will forfeit the Prize, and another entrant will be selected at random to win the Prize in accordance with these Rules and Regulations.
3. To redeem the Prize, the winner may elect to (i) provide Mogo with its bitcoin wallet address in electronic form and provide a waiver, direction to pay or such other documentation as may be required by Mogo, in its sole discretion, for the winner to confirm the transfer of the Prize to his or her bitcoin wallet and assume any risks associated therewith; (ii) redeem the Prize and take the equivalent in Canadian currency as determined by reference to the price of bitcoin quoted by QuadrigaCX at <https://www.quadrigacx.com> as at approximately 12:00 a.m. PST on the date immediately after the applicable Draw End Date; or (iii) have Mogo hold the winner's Prize in trust pending the launch of Mogo's bitcoin account at which time Mogo will allocate the Prize to the winner's bitcoin account. If the winner elects to have the Prize transferred to his or her bitcoin wallet, then Mogo will transfer the Prize within seven (7) days

of having received the bitcoin wallet address and the winner having returned any documentation required by Mogo. If the winner elects to redeem the Prize in Canadian currency as set out above, then Mogo will wire transfer these funds to the winner's Canadian bank account within two (2) business days of the winner having made this election, provided Mogo with his or her account information and otherwise completed any waiver, director to pay or such other documentation as may be required by Mogo, in its sole discretion, for the winner to redeem the Prize.

4. 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 or accepting a Prize, you agree to (a) fully and unconditionally comply with and be bound by these Rules and Regulations and the decisions of Mogo which are binding and final in all matters relating to this Contest and (b) release, indemnify and hold harmless each of Mogo and its subsidiaries, affiliates and related third parties, advertising and promotional agencies 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, including without limitation any loss or damage associated with a winner having provided Mogo with an incorrect bitcoin wallet address) 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, the 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 the 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. The Prize is not 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 the 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 selected entrant and the awarding of the 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>. In addition, you hereby agree to provide and allow your first name, last initial, your city and province of residence, your picture and your social media username(s) to be displayed on Mogo's website (<https://www.mogo.ca/>), Facebook page (<https://www.facebook.com/mogomoney/>), Twitter page (<https://twitter.com/mogomoney/>) and/or Instagram page (<https://www.instagram.com/mogomoney/>) 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. For questions regarding this Contest, these Rules and Regulations or the Prize, please contact us at [Legal@mogo.ca](mailto:Legal@mogo.ca).
8. **Sponsor/Administrator:** The Sponsor and Administrator of the Contest is Mogo Finance Technology Inc., 2100-401 W Georgia Street, Vancouver, BC V6B 5A1.