

Kobo Giller Light Bash Haiku Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SPONSORED BY: Rakuten Kobo Inc., 135 Liberty St. Suite 101, Toronto, Ontario, CANADA M6K 1A7 (the "Sponsor").

Location of Official Rules:

Rules are available at the following website: <http://gillerlightbash.com/media/24544/Kobo-Giller-Light-Bash-Haiku-Contest-November-2016-Rules-and-Regulations.pdf>

Promotion Period: The Promotion begins at 00:00AM EST on November 1, 2016 and ends at 11:59PM EST on November 6, 2016 (the "Promotion Period").

ELIGIBILITY

Canada: The Contest is open only to legal residents of Canada (excluding Quebec), who have reached the age of majority in their respective jurisdiction at the time of entry (each entrant, an "Entrant"). Employees of Sponsor or any of their respective affiliates, subsidiaries, advertising agencies, representatives, agents, or any other company or individual involved with the design, production, execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. It is the responsibility of the Entrant to ensure that they are legally eligible to enter the Contest under any laws applicable in their jurisdiction of residence or otherwise. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and the Sponsor's decisions, which, subject to applicable law, are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER

NO PURCHASE NECESSARY.

To enter:

1. **Receive automatic entry** (each an "Entry") upon submitting a haiku* on www.twitter.com, based on any of the shortlisted books for the Giller Prize**. In order to be considered, entrants must include the hashtag "#KoboGLBhaiku" as part of their submission.

Entrants can submit up to a maximum of five (5) Entries.

(*A haiku is a poem of seventeen syllables, in three lines of five, seven, and five)

(**The shortlisted books for the Giller Prize are detailed here: <http://www.scotiabankgillerprize.ca/the-scotiabank-giller-prize-presents-its-2016-shortlist/>)

PROMOTION PERIOD: The Promotion begins at 00.00 a.m. EST on November 1, 2016 and ends at 11:59 p.m. EST on November 6, 2016 (the "Promotion Period").

Prize Drawing: On or about November 7, 2016, the Sponsor will choose a winner from among all eligible Entries received during the Contest Period. The Sponsor will use the following criteria when judging the entries: number of Twitter likes and retweets; haiku originality; and the Sponsor's discretion.

Prizes, Approximate Retail Value ("ARV") & Odds:

3 total prizes will be awarded during the Promotion Period:

- One (1) \$500.00 CAD cash prize and one (1) Kobo Aura ONE eReader (MSRP - \$249.99 CAD);
- One (1) \$250 CAD cash prize and one (1) Kobo Aura ONE eReader (MSRP - \$249.99 CAD); and
- One (1) \$100.00 CAD cash prize and one (1) Kobo Aura ONE eReader (MSRP - \$249.99 CAD).

Arrangements for delivery of prize(s) will be made after winner validation. If a potential winner cannot be contacted, fails to complete verification within seventy-two (72) hours of the time win notification is sent, fails to sign and return the declaration within the required time period if requested, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor/Promoter will award the applicable prize to an alternate winner by random.

Prizes will be fulfilled 4-6 weeks after the conclusion of the Contest.

LIMIT ONE (1) PRIZE PER PERSON/HOUSEHOLD/TWITTER ACCOUNT.

Odds of winning a prize depend on the number of entries received.

ENTRY VERIFICATION

If the identity of an Entrant is disputed, the Entrant will be deemed to be the name on the Entry. An Entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the winning Entry.

Entries are subject to verification and may be disqualified if they are late, misdirected, incomplete, illegible, irregular, submitted through illicit means, not original to the Entrant, or if they contain any false statements or do not conform to or satisfy any condition of these Official Rules. No incomplete Entries will be accepted. The use of any device to automate the entry process is prohibited; entries must be manually key-stroked. The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest.

PRIZE CONDITIONS

Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by the Sponsor. Prize Winner is responsible for the reporting and payment of all taxes (if any) as well as any other costs and expenses associated with acceptance and use of prize not specified herein as being awarded.

ENTRY CONDITIONS AND RELEASE

By entering, each Entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Contest judges which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor and its parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability.

Winners must complete a Prize Declaration form including a skill-testing question before receiving a prize.

PUBLICITY AND PERSONAL INFORMATION

Except where prohibited by law, by submitting personal information to the Sponsor, Entrants consent to the Sponsor's collection, use and disclosure of such personal information for the purposes: (1) of administering and publicizing the Contest; (2) of detecting and protecting the Sponsor, its affiliates, and other third parties against error and fraud and other illegal activity; (3) as otherwise disclosed to the Entrant and for which the Sponsor obtains Entrant's consent; and (4) as permitted or required by law, all without payment or consideration. Information collected from Entrants is subject to the Sponsor's Privacy Policy, which is available at www.kobo.com/privacypolicy.

GENERAL CONDITIONS

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, including these Official Rules for any reason as determined by the Sponsor in its sole discretion, including if any fraud, technical failures or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Contest. If for any reason the Sponsor is unable to fully operate the Contest as set out in these Official Rules, the Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

LIMITATIONS OF LIABILITY

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Contest, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

UNDER NO CIRCUMSTANCES SHALL THE SPONSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER ARISING FROM OR RELATING TO THE CONTEST, THE PRIZES, ENTRY SUBMISSION, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE CONTEST PLATFORM. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW.

DISPUTES

The Contest is governed by the laws of Ontario and the laws of Canada applicable therein, and is subject to all applicable federal, provincial, state and municipal laws and regulations and is void where prohibited by law. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and the Sponsor's decisions, which are final and binding in all matters related to the Contest. By entering the Contest, the courts of the Province of Ontario, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of these Official Rules or the running of this Contest.

CONTEST RESULTS

For a copy of these Official Rules, or for a list of Winners (which will have only the Winners' first name, first initial of their last name, city and province/state of residence) send a hand-printed, self-addressed, stamped envelope to Kobo Aura ONE Contest c/o Kobo Marketing, Sponsor and administrator: Rakuten Kobo Inc., 135 Liberty St. Suite 101, Toronto, Ontario, CANADA M6K 1A7. Requests must be received by the latest September 12, 2016.

Choice of Law and Jurisdiction: This Promotion is offered in Canada and is governed by the laws of Ontario. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of Ontario.

Promotion Administrator: The Promotion is administered and judged by Rakuten Kobo Inc., 135 Liberty St. Suite 101, Toronto, Ontario, CANADA M6K 1A7