



## “Lady Gaga in New York City” Contest

From November 24, 2009 to December 22, 2009

### Entry Rules

#### 1. CONTEST PERIOD

The “**Lady Gaga in New York City**” Contest (the “**Contest**”) is run by Bell Canada (the “**Sponsor**”) and will take place in Ontario, Alberta, British Columbia, Quebec and Atlantic Canada from **Tuesday November 24, 2009** at 12:00a.m. (EST) to **Tuesday December 22, 2009** at 3:00 p.m. (EST) (the “**Contest Period**”).

#### 2. CONTEST GROUP ENTITIES

For the purposes of the Contest, the “**Contest Group**” is composed of the Sponsor, together with its affiliates, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and their respective officers, directors, employees, agents, and other representatives.

#### 3. ELIGIBILITY

The Contest is open to all individuals who:

- (a) are a Bell Mobility customer and have an active account in good standing as at November 24, 2009;
- (b) reside in the provinces of Ontario, Alberta, British Columbia, Quebec and Atlantic Canada;
- (c) have reached the age of majority in their province of residence as of the date of entering the Contest; and
- (d) possess valid travel documentation if declared a winner of the grand prize.

Employees of the Contest Group, as well as members of the immediate family (such as their father, mother, brothers, sisters or children) of such employees, their legal or common-law spouses or any persons with whom such employees reside are not eligible to enter the Contest.

#### 4. METHODS OF ENTRY

- 4.1. You may enter the Contest by:

- downloading a Lady Gaga or Kid Cudi full track music song or ringtone and/or
- subscribing to the monthly Unlimited Full Track Music feature and/or
- text entry via the following (\$1 per text entry applies)
  - text GAGA to 5500
  - text LADY to 5500

You will then obtain one entry into the contest. **NOTE: Charges apply for each download and text message sent. One (1) download or text constitutes one (1) valid entry. This method of entry is available within Bell Mobility coverage areas where technology permits. Additional charges apply with data use if you do not subscribe to a data plan or Mobile Browser Plan. Roaming charges apply if outside your local area.**

- 4.2. **NO PURCHASE NECESSARY.** You may enter the contest without purchase by mailing an original handwritten letter, at least ten lines in length, explaining why you love to listen to music on your phone, along with your full name (including middle initial), address (including postal code) and daytime telephone number (including area code) to: **Contest “Lady Gaga in NYC”**, 5099 Creekbank Rd, 3N Mississauga, Ontario, L4W 5N2, Attention: Vicky Bhai. To be eligible for the Contest, mailed entries must be postmarked by no later than **the end of the Contest Period** and received within **four (4) days**. Mailed entries are subject to the same entry conditions, eligibility requirements and other terms and conditions applicable to other entries.
- 4.3. **Limit of Entries:** There is a limit of **ten (10) entries** per person or per Bell Mobility account during the Contest Period, regardless of the method of entry.

## 5. PRIZE

- 5.1. There is a total of **One (1)** grand prize available to be won in the Contest. The Grand prize consists of:
- Two (2) tickets to see Lady Gaga and Kid Cudi in concert on January 21, 2010 in New York City
  - Return economy air transportation for the winner and the winner’s guest from the major Canadian international airport (the **“Airport”**) nearest to the winner’s residence
  - Two (2) night’s accommodations for the winner and winner’s guest from January 20 – January 22, 2010, double occupancy, standard room determined by the Sponsors in their sole discretion.

**The value of the grand prize will vary, depending on the location of the Airport. For example, based on a departure from Toronto, the approximate value of the prize is \$2500 Cdn. The winner and the winner’s guest will be solely responsible for booking all ground travel. Ticket dates are subject to change. Reservations based on availability. Some blackout periods may apply.**

All expenses not expressly included in the above grand prize description including, without limitation, ground transportation (other than as detailed above in the grand

prize), overnight layover, if any, meals, room service, taxes, gratuities, accident insurance, travel insurance, health/medical insurance, excess baggage costs, in-room movies, taxis, parking and other incidental costs are the sole responsibility of the Winner and the Winner's guest. The Winner and Winner's guest must depart from and return to the same Airport. It is the sole responsibility of the Winner and the Winner's guest to obtain all necessary travel documentation including passports and/or visas if applicable and to comply with any customs and immigration requirements. Should the Winner and the Winner's guest wish to upgrade or change any component of the prize, s/he can do so based on space availability and by paying upgrade and change prices established by the participating airline company. Any portion of the prize that remains unused becomes the property of the Sponsor. Except where otherwise specified in these Contest rules (the "Rules"), all use of the any component of the grand prize including tickets and/or reservations will be regulated by the terms and conditions for each respective component of the prize, including those of the participating airline company. The Winner and the Winner's guest are responsible for all required medical and travel related necessities and medical documentation. The Contest Sponsor makes no express or implied warranties of any kind with respect to safety, or performance, of the prize.

## 6. DRAW

On **Wednesday December 30, 2009 at 1:00pm (ET)** in the city of Mississauga in the province of Ontario, at the offices of 5099 Creekbank Road, **One (1)** entry will be randomly drawn from all eligible entries received during the Contest Period.

## 7. ODDS OF WINNING

The odds of winning depend on the number of valid entries received during the Contest Period.

## 8. AWARDING OF PRIZE(S)

- 8.1. To be declared a winner, a selected entrant must, in addition to meeting the Contest eligibility criteria and otherwise complying with the Contest rules, first (the "**Winner**"):
- (a) Be reached by telephone by the Sponsor or its representatives **within two (2) days** immediately following the selection of the entry;
  - (b) Have correctly answered a mathematical skill-testing question on the declaration and release form or by email; and
  - (c) Sign and have witnessed the Sponsor's form of declaration and release and return it to the address indicated on the declaration and release form within **two (2) days** following its delivery by the Sponsor or its representatives.
  - (d) Have your guest also sign the Sponsor's form of declaration and release (referenced above in Section 8.1(c)) and parental consent must be provided if the guest is a minor (see Sections 9.6(b) and 9.7 below).
- 8.2. **Disqualification:** If any one of the conditions mentioned above is not met, the selected entrant will be disqualified and shall not be entitled to receive any prize, and

the Sponsor reserves the right, in its sole and absolute discretion, to select at random another eligible entrant as a potential prize winner.

- 8.3. **Delivery of Prize(s):** Following receipt of the selected entrant's signed declaration and release form, the Sponsor or its representatives will send to the winner(s) the prize. Please allow five (5) to ten (10) business days for delivery.

## 9. GENERAL TERMS AND CONDITIONS

- 9.1. **Verification of Entries:** The validity of any Contest Entry is subject to verification by the Sponsor. Any illegible, incomplete or fraudulent entries will be disqualified. Any entrant or other individual who enters or attempts to enter the Contest in a manner which is contrary to these official Contest Rules or which is otherwise disruptive to the proper operation of the Contest or by its nature is unjust to other entrants or potential entrants will be disqualified. All decisions made by the Sponsor or its representatives, including without limitation those concerning the eligibility or disqualification of entrants, are final and binding without right of appeal. All entries become the property of the Sponsor and none will be returned.
- 9.2. **Acceptance of Prizes:** All prizes must be accepted as described in these Contest Rules and cannot be returned, transferred to another individual, substituted for another prize or exchanged in whole or in part for money, except as set out in Rule 9.3 below.
- 9.3. **Substitution of Prizes:** The Sponsor reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute for any prize, or part thereof, another prize of equivalent or greater value, including without limitation a cash award.
- 9.4. **Number of Prizes/Winners:** By entering the Contest, each entrant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these official Contest Rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Contest, whether mechanical, electronic, human or otherwise) the number of declared Winners or the number of prizes claimed by entrants is greater than the number of prizes available, the Sponsor reserves the right, in its sole and absolute discretion, to end the Contest in whole or in part, without notice, subject only to the prior approval of the *Régie des alcools, des courses et des jeux*, if required, in respect of the Province of Quebec, and to award the correct number of prizes among the correct number of Winners, selected in accordance with these Contest Rules from among those eligible entries validly submitted prior to the termination of the Contest.
- 9.5. **Other Changes to Contest Rules:** Without limiting the provisions of Rule 9.4 above, the Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, terminate or suspend the Contest, in whole or in part, in the event of any cause or circumstance, including without limitation any virus, computer bug or unauthorized human intervention or any other cause that is beyond the control of the Sponsor, that could corrupt or affect the administration, security, impartiality or normal course of the Contest, subject to, in respect of the Province of Quebec, the approval of the *Régie des alcools, des courses et des jeux du Québec*.
- 9.6. **Release and Exclusion of Liability:**

- (a) **By the Entrants:** By entering or attempting to enter the Contest, each entrant and/or purported entrant agrees: (i) to release, discharge, and forever hold harmless the Contest Group and their shareholders from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the entrant's participation or attempted participation in the contest, compliance or non-compliance with these contest rules and acceptance and use of the prize; and (ii) if selected as a potential Winner, to sign the Sponsor's form(s) of declaration and release documentation (see Rule 8.1 above) in this regard before receiving his/her prize. The Contest Group and their shareholders will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting death, injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- (b) **By the Winner's Guest(s):** The Winner's guest, as the case may be, will be required to sign a release form stating the he/she releases the Contest Group from any and all liability of any kind arising out of his/her participation in, and use of, a prize, and authorizes the Sponsor and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his or her name, photograph, image, statements regarding the Contest or any prize, place of residence and (or) voice for publicity purposes, without any form of remuneration.
- 9.7. **Minors:** Where the selected entrant and/or guest (where applicable) is under the age of majority in his/her province of residence, as a pre-condition to the selected entrant being declared the winner and receiving the prize (or the guest being entitled to participate in the prize, where applicable), the parent or legal guardian of the selected entrant (and/or guest, where applicable) must consent in writing to the selected entrant being declared a winner and receiving a prize (and/or the guest participating in the prize, where applicable) and must also sign and return to the Sponsor the Sponsor's form(s) of declaration and release documentation (see Rule 8.1 above).
- 9.8. **Name/Image of Winners:** By entering the Contest, each Winner authorizes the Sponsor and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his or her name, photograph, image, statements regarding the Contest or any prize, place of residence and (or) voice for publicity purposes, without any form of remuneration.
- 9.9. **Communication with Entrants:** No communication or correspondence will be entered into with entrants, other than with entrants who are selected as potential prize Winners.
- 9.10. **Dispute – Québec 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 resolution. Disputes about the awarding of a prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.

- 9.11. **Personal Information:** The personal information gathered about entrants in connection with this Contest will be used solely for the administration of the Contest and is subject to Bell's privacy policies, which are available at [www.bell.ca/bellprivacy](http://www.bell.ca/bellprivacy). No communication unrelated to the Contest, commercial or otherwise, will be sent to the entrant by Bell, unless the entrant has otherwise authorized Bell or one of its affiliates, as the case may be, to do so.
- 9.12. **Identity of the Entrant:** For the purposes of these rules, the entrant is the person whose name appears on the Bell Mobility account, in the case of automatic entries or, in the case of mailed entries, the person whose name is submitted as the entrant. It is to this individual that the prize will be awarded if selected and declared as the Winner.