



## THE 100K CONTEST

### Official Rules & Regulations

#### A. ELIGIBILITY CRITERIA

This contest (the “**Contest**”) is open to all legal residents of Canada (excluding Quebec) who have reached the age of majority in their province of residence at the time of entry and otherwise meet the following eligibility criteria:

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

(collectively, the “**Eligibility Criteria**”).

NO PURCHASE NECESSARY. This Contest is open to new and existing MogoMembers who meet the Eligibility Criteria. This Contest is not open to employees of Mogo or any of its subsidiaries, or members of the immediate families of such employees or any person with whom such employee is domiciled. This Contest is void where prohibited by law.

**MOGO RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY OR TERMINATE THIS CONTEST AT ANY TIME WITHOUT NOTICE.**

#### B. PRIZES

There are eleven (11) prizes available to be won on each Draw Date (defined below), as follows:

One (1) cash prize of \$10,000 CAD

Four (4) cash prizes of \$1,000 CAD

Six (6) cash prizes of \$500 CAD

The total value of all eleven (11) prizes available on each Draw Date is \$17,000 CAD. The total value of all prizes available throughout the three regular draws during the Contest Period is \$51,000.

#### C. BONUS DRAW

Effective October 5, 2020, Mogo has added an additional, one-time, bonus draw (“**Bonus Draw**”) which will occur on or about Tuesday, October 13, 2020 (the “**Bonus Draw Date**”). All eligible entries received between September 21, 2020 at 12:00:00 am pacific time and October 9, 2020 at 11:59:59 pm pacific time (the “**Bonus Entry Period**”) will automatically be entered in the Bonus Draw. There is one (1) prize of \$1000.00 available to be won in the Bonus Draw.

The total value of this bonus prizes is \$1,000.00 CAD. The total value of all prizes available throughout the whole Contest Period, including the Bonus Draw, is \$52,000.



#### D. CONTEST PERIOD

The Contest will begin on Monday, September 21, 2020 at 12:00AM pacific time and will end on December 31, 2020 at 11:59:59PM pacific time (the “Contest Period”). Eligible entries must be received during the applicable Entry Period for each applicable Draw Date, as set out below.

#### E. ENTRY PERIODS AND DRAW DATES

The following entry periods (each being an “Entry Period”) set out the time period in which entries must be received by Mogo for each corresponding draw date (“Draw Date”):

Entry Period	Draw Date
Between September 21, 2020 at 12:00:00 am pacific time and October 31, 2020 at 11:59:59 pm pacific time.	November 5, 2020
Between November 1, 2020 at 12:00:00 am pacific time and November 30, 2020 at 11:59:59 pm pacific time.	December 4, 2020
Between December 1, 2020 at 12:00:00 am pacific time and December 31, 2020 at 11:59:59 pm pacific time.	January 5, 2021

For clarity, if you wish to participate in the draw on each Draw Date, you must submit separate eligible entries during each applicable Entry Period. Mogo reserves the right to modify the Draw Dates or the Bonus Draw Date if, for any reason, it is unable to complete a draw on the specified Draw Date.

#### F. HOW TO ENTER

If you meet the Eligibility Criteria, you can enter to win a prize using one of the following entry methods:

1. Automatic Entry: For every friend or family member that becomes a MogoMember using your unique referral link during the applicable Entry Period, you will receive one (1) entry for the applicable Draw Date. To be eligible to receive an entry, the referee must become a MogoMember that:
  - (a) has passed Mogo’s Know Your Client requirements;
  - (b) has been granted access to the MogoAccount dashboard by Mogo;
  - (c) has not otherwise been flagged for actual or suspected fraudulent activity by Mogo in its sole and absolute discretion; and
  - (d) is not in default of their obligations with respect to any one or more of the products and/or services available through the MogoAccount;

If you elect to enter using the “Automatic Entry” option, you must ensure that such referrals are actual friends or family members. **You are prohibited from “spamming” contacts that are not friends or family members in an effort to gain more entries to this Contest. If you violate this rule, then you will automatically be disqualified from receiving any prize.**

OR

2. Essay Entry: On a plain piece of paper, hand write your name, address, city, province or territory, postal code, telephone number, and the e-mail address associated with your MogoAccount and a unique and original 250 word or more essay on the following topics: "How would you use MogoSpend to help change the world?" and mail your entry to: Attention: Mogo 100k Contest, 2100 – 401 West Georgia Street, Vancouver, British Columbia V6B 5A1. Entries must be received by Mogo during the applicable Entry Period for the applicable Entry Deadline. For each fully unique essay submitted in this manner during the applicable Entry Period, you will receive one (1) entry for the corresponding Draw Date.

If you elect to enter using the "Essay Entry" option, you represent and warrant that you have all of the rights and title to the content of your essay, that it has not been previously published and that it does not infringe on someone else's intellectual property rights. If it is later found that your essay does infringe another's rights, you agree to indemnify Mogo. **You acknowledge and agree that Mogo may (but is not required to) reproduce your entry essay, in whole or in part, on its website, in its marketing, on social media, or any other medium, in its sole discretion, at any time, in perpetuity, and to identify you as the author of that essay by your first name and last initial, whether or not you are selected as a Potential Winner.** By submitting your essay you also give Mogo the irrevocable, non-exclusive, royalty-free, worldwide licence in perpetuity to use, reproduce, store, copy, broadcast, distribute, edit, alter, combine, publish, post, commercialize and/or otherwise use your essay without limitation, in its sole discretion, at all and you waive all moral rights you may have in the essay.

**All entries become the sole property of Mogo and will not be returned for any reason. There is no limit to the number of entries, however you may not use both entry methods.** Entrants are eligible to receive multiple prizes. 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 otherwise not in compliance with these Rules and Regulations.

**G. ODDS OF WINNING, WINNER SELECTION AND PRIZE REDEMPTION**

1. Odds of winning each prize depends on the total number of eligible entries received during the applicable Contest Period.
2. On or about each Draw Date, one (1) eligible entry will be selected for each prize by a random draw from all eligible entries, for a total of eleven (11) selected eligible entries. For the purposes of the Bonus Draw, one (1) eligible entry will be selected for the bonus prize by a random draw from all eligible entries for a total of one (1) selected eligible entry. Each selected entry is referred in these rules as a "Potential Winner".
3. After selecting the Potential Winner(s) for a draw, Mogo, acting reasonably, will attempt to contact the Potential Winner(s) by sending a notification email (the "**Notification Email**") to the email address associated with each Potential Winner's MogoAccount.
4. To be declared a winner, a Potential Winner must respond to the Notification Email and do all of the following within three (3) days of the date that Mogo sent 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. Correctly answer a mathematical skill-testing question;
- c. Sign a full release and indemnity form prepared by Mogo acknowledging and confirming that:
  - i. They have read, understood and agree to these Rules.
  - ii. They are eligible for the Contest and have complied with the Rules.
  - iii. They grant all necessary consents.
  - iv. They accept the applicable Prize, as offered; and
- d. Send Mogo a scanned copy of one (1) piece of government issued photo identification to verify their identity;

Mogo reserves the right to request such other reasonable information or documentation from Potential Winner(s) as it deems necessary in order to properly administer this Contest.

If the Potential Winner does not fully comply with the terms of this section within three (3) days of the date that Mogo sent the Notification Email, or if Mogo determines that a Potential Winner has not complied with these Rules or is otherwise ineligible to receive a prize, in Mogo's sole and absolute discretion, then that Potential Winner will be disqualified, will not receive a prize, and another entrant may be selected until such time as an entrant satisfies the terms of these Rules. Mogo is not responsible for the failure for any reason whatsoever of a Potential Winner to receive the notification email or for Mogo to receive a Potential Winner's response.

- 5. Regardless of the method of entry, Mogo will transfer the funds to the winner's MogoSpend. If the selected winner does not have MogoSpend, then the winner will be required to register for MogoSpend as a condition of receiving the prize. If the winner is ineligible for MogoSpend then Mogo may, in its discretion, elect an alternate method of delivering the winner the prize.
- 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.**

#### H. 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, 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, third party intellectual property rights, 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.

I. **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, and/or the Draw Dates/Bonus Draw Date, 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. A Prize is 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 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/>), Mogo's Facebook page, Twitter page, and/or Instagram page, and/or related social media and other such marketing or promotional 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.