

**Hear Better. Live Better.**

## **The Beltone 25<sup>th</sup> Anniversary Smart ForTwo Promotion**

**Presented by Beltone The Hearing Aid Centre (II) Inc., from locations operating only in the counties of Halifax, Hants, and Lunenburg, N.S.**, doing business as Beltone The Hearing Aid Centre, (owned and operated by Eldon LeBlanc and Denise DeVeau). A complete list of locations is listed at the end of this document.

The promotion is **not** a Beltone wide promotion. No other Beltone owners/operators are participating in this 25<sup>th</sup> Anniversary promotion.

### **OFFICIAL RULES**

#### **Promotional Period**

The Promotion begins on March 1, 2010 at 12:01:00 p.m. Eastern Time and ends on August 31, 2010 at 5:00 p.m. Eastern Time.

#### **How to Enter**

With the purchase of any Beltone Hearing Aid, purchased **from the locations noted above participants can register** by completing an entry form. One entry form **per** hearing aid purchase.

All entries must have a valid phone number and address. Winner will be contacted by phone and /or mail. Failure to comply with any official rules will result in disqualification All Entries must be received within the promotion dates. Limit of two entries per person. No mechanically reproduced entries permitted. Illegible/incomplete entries are void. Beltone The Hearing Aid Centre (11) Inc. is not responsible for lost, late, mutilated, misdirected entries or entries not received in time for the random drawing to be conducted by Beltone The Hearing Aid Centre (11) Inc. If an entry form is drawn but Beltone The Hearing Aid Centre (11) Inc. is unable to determine the winner because of illegible writing, or if the entry form is incomplete, that entry form will be disqualified. All cancelled or returned hearing aid purchases results in disqualified entry forms. Once submitted, entries become the sole property of Beltone The Hearing Aid Centre (11) Inc. and will not be acknowledged or returned.

#### **Eligibility**

Participants and the Winners must be legal residents of Canada.

Employees, directors and/or volunteers of Beltone The Hearing Aid Centre (11) Inc., or their affiliated and subsidiary companies; their legal advisors, advertising agency or other radio or television stations, any other media; as well as the immediate family (spouse, parents, siblings and children, regardless of where they live) or members of the households of such employees, officers or directors and/or volunteers (whether or not related), are not eligible. By entering, you agree to these Official Rules and the decisions of Beltone The Hearing Aid Centre (11) Inc. which are final and binding in all respects. Void where prohibited.

#### **Prizes**

Grand Prize a 2010 Smart ForTwo will be awarded to the eligible winner, sales tax included in the Grand Prize. Approximate value over \$20,000.00 CAD. Licensing and registration not included, and is the responsibility of the winner. The winner accepts the Smart ForTwo "as is", and no warranties or maintenance will be provided by Beltone The Hearing Aid Centre (11) Inc. The interior and exterior color will be determined by Beltone The Hearing Aid Centre (11) Inc.

Second Prize a 50 'Sony HDTV + Entertainment Center centre approximate value \$5000.00.

Third Prize 6 **individual** hearing aid draws will take place, approximate value of the six Beltone Hearing Aids, \$ 12,000.00 .Winners will be awarded the full cash value of the Beltone Hearing aid they purchased between March 1-August 31, 2010, **or**, given the opportunity to have a new Beltone Hearing Aid of equal value of the purchased Beltone Hearing aid for which the ballot was issued.

- “No cash value” for the Smart For Two, or, for the 50”Sony HDTV+ Entertainment Centre.
- All prizes may not be exactly as shown.
- Cancelled or returned hearing aid (s) disqualified.
- All prizes must be claimed by December 30th, 2010 or prize will be annulled.
- Belcare Gold included on all purchases (\*some third party exclusions apply)
- Offer applies to Beltone hearing aid purchases only
- Prizes awarded to end user only, with proof of purchase, and not to groups organizations, third parties or to individuals who may have funded the purchase.

Odds of winning depend on the number of eligible entries received by August 31, 2010.

The Winners will be selected from the eligible entries by a random drawing conducted under Beltone The Hearing Aid Centre (11) Inc.’s supervision the week of October 15, 2010, or such later date in October 2010, as determined by Beltone The Hearing Aid Centre (11) Inc.’s sole discretion. If the Winner of a prize is disqualified or cannot accept the prize as stated, Beltone The Hearing Aid Centre (11) Inc. reserves the right to determine an alternate Winner(s), in its sole discretion.

The Winner of the Smart ForTwo must provide all documentation required by Beltone The Hearing Aid Centre (11) Inc. or any applicable provincial laws, before possession of the Grand Prize will be transferred to the Winner.

Winners must complete, execute and return affidavits of eligibility, liability releases and publicity releases, as required by Beltone The Hearing Aid Centre (11) Inc. or applicable laws, prior to taking possession of Prizes. Failure to sign any required documents, or if Winner(s) cannot provide the required documentation or be notified by December 30th, 2010, or if Winner(s) is found to be ineligible or not in compliance with these Official Rules, then the Winner(s) will be disqualified and an alternate Winner(s) may be selected, at Beltone The Hearing Aid Centre (11) Inc.’s discretion. Decisions of Beltone The Hearing Aid Centre (11) Inc. shall be based on its discretion and interpretation of these official rules, and Beltone The Hearing Aid Centre (11) Inc. decisions are final and binding in all respects.

#### **Taxes.**

The Winner who takes possession of the Smart ForTwo Car is solely responsible for reporting and paying any and all applicable taxes (except the sales tax, which will be paid for by Beltone The Hearing Aid Centre (11) Inc.) or fees, which may include, but are not limited to, license, or registration and any other fees associated with transfer of title. Winner must provide Beltone The Hearing Aid Centre (11) Inc. with valid identification and a valid taxpayer identification number or social insurance number, and proof of vehicle insurance before the prize will be awarded.

#### **Release**

By participating in the Beltone The Hearing Aid Centre (11) Inc.’s. **The Beltone 25<sup>th</sup> Anniversary Smart ForTwo Promotion**, each participant and the Winners waive any and all claims of liability against Beltone The Hearing Aid Centre (11) Inc., its employees and agents for any personal injury or loss which may occur from the conduct of, or participation in, the giveaway, or from the use of any of the Prizes. In order to receive the prizes, winners must sign an official waiver form and publicity release form provided by Beltone The Hearing Aid Centre (11) Inc. Failure to sign the release forms or any other required forms or documentation will be grounds for disqualification of the Winner of the Prize(s).

#### **Publicity**

The Winner, by entering the promotion, agrees to grant to Beltone The Hearing Aid Centre (11) Inc. the right to print, publish, broadcast and use, in any media including but not limited to the World Wide Web, at any time or times, his or her **name, voice, and picture** for Beltone The Hearing Aid Centre (11) Inc. advertising and promotional purposes without additional consideration. The Winner’s name or image may be available at all Beltone The Hearing Aid Centre (11) Inc.’s locations.

#### **Limitations of Liability/General Rules**

The promotion and drawing will be governed by the laws of the Province of Nova Scotia. By participating, Participants release and agree to hold harmless Beltone The Hearing Aid Centre (11) Inc. and its affiliates, and subsidiary companies, advertising agency and their respective directors, officers, employees, representatives and agents from any and all liability for any injury, loss or damage of any kind to person, including death, and property arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize(s), participation in any Beltone The Hearing Aid Centre (11) Inc. 25th Anniversary Giveaway related activity, or participation in this giveaway.

Beltone The Hearing Aid Centre (11) Inc. has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the Prize vehicle, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the Prize vehicle. Beltone The Hearing Aid Centre (11) Inc. is not responsible for: (1) incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or (6) any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from participation in the Promotion. Beltone The Hearing Aid Centre (11) Inc. reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the giveaway; to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participants and Beltone The Hearing Aid Centre (11) Inc. in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the Province of Nova Scotia. Jurisdiction for all disputes shall be in the city of Halifax, Nova Scotia.

#### **Arbitration/Choice of Law**

If in court, we should select the forum of place for jurisdiction.

Except where prohibited by law, participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the Winner shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the Canadian Arbitration Association then effective; and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and (3) under no circumstances will Participants be permitted to obtain awards for and Participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased are hereby waived.