

At the end of the day...
Hard work pays off!

Official Contest Rules



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1. Eligibility

NO PURCHASE NECESSARY FOR DRAWS.

This Contest is open only to advisors and brokers with an active Empire Code as of at least August 30, 2009 (“Eligible Entrant”). Joint FundSERV, corporate or other codes with pooled business are not eligible. Some firms may instruct Empire Life that advisors contracted through that firm are not eligible. Employees of The Empire Life Insurance Company (also referred to as “Empire,” or “Empire Life”), members of their immediate families (parents, children, siblings and spouse, regardless of where they live) and members of households of such employees are not eligible for draw prizes.

2. How to Enter

Contest begins Monday, July 6th, 2009 at 00:01 a.m. (ET) and ends on Sunday, August 30, 2009, at 4:00 p.m. (ET).

A. One (1) ballot will be awarded to each Eligible Entrant for each of the following:

- Deposits made to individual investment products and Option Plus Group RSP:
 - every \$25,000 in settled and paid-for deposits to segregated funds other than Money Market Fund; and
 - every \$50,000 in settled and paid-for deposits into the Money Market Fund, Treasury Interest Option, Guaranteed Interest Options, or a SPIA
- Life and Health business placed:
 - Each new application for a Life and Health (CI) policy received in good order during contest period; and
 - Every \$1,000 in paid for Risk premium

Advisors are solely responsible for disclosing to clients any aspect of participation in this Contest.



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3. Prizes

A. **Bi-Weekly Prizes:** For the eight weeks listed below, a bi weekly draw will be conducted from all eligible ballots from each Empire Life sales region for that period. One entrant from each region will be randomly selected for each draw and will be entitled to a Bi-Weekly Prize. The Bi-Weekly Prize consists of a \$200 Visa Gift Card. The approximate manufacturer’s suggested retail price (msrp) is \$200, plus shipping and applicable provincial sales and other taxes. Allow 2 weeks for delivery after properly executed release is received by Empire Life as per the rules herein. Each draw includes ballots earned Monday to Sunday inclusive for each two week period, beginning Monday, July 6th

Draw	Includes ballots for Empire Class 0% comp business earned during	Includes ballots for all other eligible business earned during	Draw held for each region at approximately 3 pm ET on or about
Week #1-2	Monday, July 6 – Thursday, July 16, 2009	Monday, July 6 – Sunday, July 19, 2009	Thursday, July 23, 2009
Week #3-4	Friday, July 17 – Thursday, July 30, 2009	Monday, July 20 – Sunday, August 2, 2009	Thursday, August 6, 2009
Week #5-6	Friday, July 31 – Thursday, August 13, 2009	Monday, August 3 – Sunday, August 16, 2009	Thursday, August 20, 2009
Week #7-8	Friday, August 14 – Thursday, August 27, 2009	Monday, August 17 – Sunday, August 30, 2009	Thursday, September 3, 2009

B. **Grand Prize:** At the end of the Contest period, a draw will be conducted from all eligible ballots from each Empire Life sales region for the entire sales Contest period. One entrant will be randomly selected and will be entitled to a Grand Prize. The Grand Prize consists of a \$1,000 Visa Gift Card. The approximate manufacturer's suggested retail price (msrp) of the Grand Prize is \$1,000, plus shipping and applicable provincial sales and other taxes which will be included in the Grand Prize. Allow 2 weeks for delivery after properly executed release is received by Empire Life as per the rules herein.

Includes ballots for Empire Class 0% comp business earned during	Includes ballots for all other eligible business earned during	Draw held for each region at approximately 3 pm ET on or about
Monday, July 6 – Sunday, August 30, 2009	Monday, July 6 – Sunday, August 30, 2009	Thursday, September 3, 2009

Regions are defined by Empire Life and associated with the advisor code qualifying for the ballot: 1. Western Canada, 2. Ontario, 3. Quebec, 4. Atlantic Canada. Unless otherwise noted, all prize values are in Canadian dollars. All taxes and shipping are included in the Prize, unless otherwise noted Accessories, insurance and other charges or fees not described as included in the Prize are the sole responsibility of the winner. Except as expressly warranted herein, the Prizes are provided to winners “as is” without further warranty of any kind.



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The winner will be issued a T4-A for the actual price paid by Empire Life for the prize, plus any applicable taxes.

Prize must be accepted as awarded, unless otherwise noted. NO SUBSTITUTION OF PRIZES IS PERMITTED EXCEPT BY EMPIRE LIFE IN IT'S SOLE DISCRETION. EMPIRE LIFE RESERVES THE RIGHT TO SUBSTITUTE ANY PRIZE WITH ANOTHER PRIZE OF EQUAL OR GREATER VALUE (MANUFACTURER'S SUGGESTED RETAIL PRICE), IF A PRIZE CANNOT BE AWARDED AS DESCRIBED FOR ANY REASON. PRIZES ARE NON-TRANSFERABLE AND ARE NOT REDEEMABLE FOR CASH OR CREDIT, IN WHOLE OR IN PART.

By accepting any prize, you consent to Empire Life's use of your name and place of residence, without further compensation or notice, for informational purposes in any media or format (including the Internet) in connection with this Contest. By accepting any prize, you declare that you have complied with the Contest Rules. By accepting any prize, you accept that you are solely responsible for disclosing to clients any aspect of your participation in this Contest. By accepting any prize, you accept that you will receive a T4-A for the amount described above, paid to the person or entity that receives compensation for the code associated with the winning ballot.

4. Selection of Winners

Regional Prize: At approximately 3 p.m. (ET) on or about the dates shown below, in Kingston, random draws will be conducted from all eligible ballots as described above.

Draw	Draw held for each region at approximately 3 pm ET on or about
Week #1-2	Thursday, July 23, 2009
Week #3-4	Thursday, August 6, 2009
Week #5-6	Thursday, August 20, 2009
Week #7-8	Thursday, September 3, 2009

Grand Prize: At approximately 3 p.m. (ET) on or about the date shown below, in Kingston, a random draw will be conducted from all eligible ballots.

Includes ballots for Empire Class 0% comp business earned during	Includes ballots for all other eligible business earned during	Draw held for each region at approximately 3 pm ET on or about
Monday, July 6 – Sunday, August 30, 2009	Monday, July 6 – Sunday, August 30, 2009	Thursday, September 3, 2009

The odds of winning a draw prize will depend upon the total number of eligible entries. Empire Life will attempt to contact the selected entrants after the draw by phone and/or by e-mail ONLY within ten (10) business days following the draw date. Selected entrants will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, an unaided timed limited skill-testing question to be administered by e-mail. If a selected entrant cannot be contacted and the skill-testing question administered within that period, the prize will be forfeited and an alternate entrant may be selected.



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The name of each winner will be available within five business days from the date of confirmation of the identity of the winner. Empire Life is not responsible and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify selected entrants.

5. General Terms and Conditions

Entrants agree to abide by the terms of these Official Rules and by all decisions of Empire Life, which are final in all matters pertaining to the Contest. Contest is subject to all applicable laws. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. By entering, participants release and hold harmless Empire Life, its affiliated and related companies and advertising, promotion agencies and all of their respective directors, officers, shareholders, employees, agents, successors and assigns (collectively, the "Contest Entities") from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest or any prize won. Winners will be required to sign and return, within the time period indicated on the documents, a Declaration of Compliance with Contest Rules and a full Liability and Publicity Release and/or any other document, including a sample of the disclosure notification used with clients.

Empire Life reserves the right at its sole discretion to disqualify any individual from the Contest and to ban the individual from any future contest of Empire Life that it finds or believes to be tampering with the entry process or the operation of the Contest or the Empire Life web site; to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EMPIRE LIFE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Limitations of Liability

Without limiting the release in Paragraph 5 above, and for greater certainty, the Contest Entities will not be liable for: a) any incorrect or inaccurate information, whether caused by users or by any equipment or programming associated with or utilised in the Contest or by any technical or human error which may occur in the processing of entries in the Contest; b) any error, omission, interruption, deletion, defect or delay any transmission in connection with the Contest; c) any communications line failure, theft, destruction or unauthorised access to, or alteration of, entries; d) any problems with, or technical malfunction of, any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, or failure of e-mail which may occur for any reason whatsoever, including technical problems or traffic congestion on the Internet or at any Web site or combination thereof; or e) any injury or damage to participants' or to any other person's computer related to or resulting from participating or downloading materials in this Contest. If the Contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Contest Entities which corrupt or affect the administration, security or proper conduct of this Contest, Empire Life reserves the right at its sole discretion to, without advance notice, terminate or suspend the Contest, in whole or in part, or modify it in any way, subject to the approval of the *Régie des alcools, des courses et des jeux* in respect of residents of Quebec.



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7. For Quebec Residents:

Any litigation respecting the conduct or organisation of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purposes of helping the parties reach a settlement.



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