

**Kobo Writing Life Device Giveaway
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: <https://kobowritinglife.files.wordpress.com/2017/10/kwl-device-giveaway-rules-nov-20171.pdf>

Promotion Period: The Promotion begins at 00:00AM EST on November 1st, 2017 and ends at 11:59PM EST on November 6th, 2017 (the "Promotion Period").

ELIGIBILITY

Canada: The Promotion is open only to legal residents of Canada (**excluding Quebec**), and the United States 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 Promotion 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 Promotion 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER

Receive one (1) entry ("Entry") by:

1. Following the Kobo Writing Life Instagram account at www.instagram.com/kobo.writing.life;
2. Commenting on the Instagram post of the picture of the Kobo Aura One, which we will post at 10:00 am EST on November 1st, by tagging a friend. Comments must be made by 11:59 PM EST on November 6th, 2017.

Limit one entry, per Instagram account, per day.

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

One (1) Grand prize will be awarded, consisting of one (1) "Kobo Aura One eReader" (Approximate value \$199 CAD).

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

**Winners will be contacted by November 8th, 2017, via the Instagram account used to enter the promotion.*

**If you do not respond within forty-eight (48) hours of Kobo contacting you, your prize will be forfeited.*

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 Promotion.

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 Promotion judges which are binding and final in all matters relating to this Promotion; (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 Promotion, 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 Promotion; (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 Promotion, 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 Promotion. If for any reason the Sponsor is unable to fully operate the Promotion 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 Promotion 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 Promotion 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion, 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 PROMOTION, 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 PROMOTION PLATFORM. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW.

DISPUTES

The Promotion 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 Promotion. By entering the Promotion, 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 Promotion.

PROMOTION 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 Wish List Promotion 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 **December 1, 2017**.

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