

## TORONTO SUN VARIETY VILLAGE CHRISTMAS FUND CONTEST

THE TORONTO SUN VARIETY VILLAGE CHRISTMAS FUND CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. THE CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND PARTICIPANTS MUST BE THE AGE OF MAJORITY OR OLDER IN THEIR PROVINCE OR TERRITORY OF RESIDENCE AT THE TIME OF ENTRY. WHERE THE CONTEST IS OPEN TO ENTRANTS UNDER THE AGE OF MAJORITY, A PARENT OR LEGAL GUARDIAN MUST PROVIDE CONSENT IN ORDER FOR THE ENTRANT TO ENTER OR WIN. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

1. **ELIGIBILITY.** To be eligible for this Contest, an individual must:

(a) be a legal resident of the region indicated below (only checked boxes apply):

- Provincial.** Province of Ontario.
- Canada (excluding Quebec).** Not applicable.
- Canada (national).** Not applicable.

(b) be of the age of majority or older in his/her province or territory of residence at the time of entry. Where the Contest is open to entrants under the age of majority, a parent or legal guardian must provide consent and sign on their behalf all necessary documentation in respect of this Contest, including entry forms and releases.

(c) where the Contest is running on a social media website ("**Social Media**"), be a registered member of the applicable Social Media website and have a valid account which is in good standing. If you are not a registered member of the applicable Social Media website, visit the Social Media website and register for an account.

(d) be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest (where an entrant is required to submit Work).

(e) comply with the following (only checked boxes apply):

- Subscription.** Not applicable.
- Previous Winner.** Not applicable.
- Travel.** Not applicable.

Employees of Sun Media, a division of Postmedia Network Inc. ("**Postmedia**") and Variety - The Children's Charity (Ontario) ("**Variety Village**") (the parties collectively, the "**Contest Providers**"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, judges of the Contest (where applicable) and the household members of any of the above, are not eligible to participate in the Contest.

The Contest Providers shall have the right at any time to require proof of identity and/or eligibility, in a form acceptable to the Contest Providers, including without limitation, government issued photo identification, to participate in the Contest. Failure to provide such proof, or meet all of the eligibility requirements may result in disqualification. All personal and other information requested by and supplied to the Contest Providers for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest Providers reserve the right, in their sole discretion, to disqualify any entrant should such an entrant fail to meet all of the eligibility requirements or, at any stage, supply untruthful, incomplete, inaccurate or misleading personal details

and/or information.

**2. CONTEST PERIOD.** The Contest begins at 12:01 a.m. Eastern Time (“ET”) on November 21, 2017 and ends at 11:59 p.m. ET on December 31, 2017 (the “Contest Period”) after which time the Contest will be closed and no further entries shall be accepted.

**3. HOW THE CONTEST WORKS.**

- (a) Variety Village will ask members of the public to make charitable donations to the Variety Village Christmas Fund. Members of the public may choose to donate funds through one (1) of two (2) methods: (i) online at [www.sunchristmasfund.ca](http://www.sunchristmasfund.ca) (the “Online Method”); or (ii) by mailing a cheque to . (the “Postal Method”).
- (b) If a donor chooses to donate via the Online Method, donors will be asked to enter their personal information on an online form at [www.sunchristmasfund.ca](http://www.sunchristmasfund.ca). At the bottom of the form, there will be a checkbox asking the donor if they wish to have their personal information entered into the Contest. In order to enter the Contest, an entrant must click on the checkbox to have their information entered into the draw.
- (c) If a donor chooses to donate via the Postal Method, the donor must include a piece of paper with their full name and email address or telephone number, and include a sentence clearly stating that they wish to have their personal information entered into the Contest in order to be eligible for the draw.

**4. HOW TO ENTER.** There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below. No entries will be accepted by any other means:

(a) The following methods of entry are acceptable (only methods of entry that checked are permitted):

- Mail-In Entries.** To enter by post, mail your donation and a piece of paper with your name, email address, and telephone number, along with a sentence confirming that you wish to be entered into the Contest to Variety Village Christmas Fund, 3701 Danforth Avenue, Toronto, Ontario M1N 2G2.
- Online Entries.** To enter online, complete and submit the donation and entry form located at [www.sunchristmasfund.ca](http://www.sunchristmasfund.ca) (the “Contest Website”).
- In-Person Entries (trade show or other event).** Not applicable.
- Social Media Entries.** Not applicable.
- No Purchase Entries:** For no purchase entries, clearly print your full name, complete mailing address, daytime telephone number, email address and age at time of entry on a plain piece of paper and submit it to the attention of Toronto Sun Variety Village Christmas Fund Contest c/o Postmedia Network at 365 Bloor Street East, 6<sup>th</sup> Floor, Toronto, Ontario, M4W 3L4.

(b) If there is no online entry component to the Contest, the full Contest Rules and other information relating to the Contest can be found at [www.sunchristmasfund.ca](http://www.sunchristmasfund.ca) (the “Contest Website”).

(c) Where required, each entrants must submit the following items (the “Work”) together with their entry (only checked box apply):

- No Work required.
- Drawing.** Not applicable.
- Photograph.** Not applicable.

- Written Essay.** Not applicable.
- Software/Application.** Not applicable.
- Other.** Not applicable.

- (d) Where the entrants are required to submit a Work, the entrants represent and warrant that the Work:
- (i) is original to him/her and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Contest Providers to use the Work as contemplated by these Contest Rules;
  - (ii) does not violate any law, statute, ordinance or regulation;
  - (iii) does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
  - (iv) does not infringe upon the intellectual property or other statutory or common law rights of any third party; and
  - (v) is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity, alcohol/drug consumption or smoking, explicit or graphic sexual activity, or sexual innuendo, crude, vulgar or offensive language and/or symbols, derogatory characterizations of any ethnic, racial, sexual or religious groups, content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct, personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic), commercial messages, comparisons or solicitations for products or services other than products of the Contest Providers; any identifiable third party products, trademarks, brands and/or logos, other than those of the Contest Providers, conduct or other activities in violation of these rules and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Contest Providers in their sole discretion.
- (e) Limit of one (1) entry per person during the Contest Period. Entries in excess of the permitted amount or multiple entries on Social Media websites in a single day will not be accepted. Entrants may only use one (1) email address to enter, or otherwise participate in the Contest. If it is discovered that you attempted to: (i) obtain more than the permitted number of entries in the Contest; and/or (ii) use more than one (1) email address to enter, or otherwise participate in the Contest; the Contest Providers, in their sole discretion, may disqualify you and all of your entries may be subject to disqualification. In the case of multiple entries, only the first eligible entry will be considered.
- (f) All entries including the Work (where applicable) become the sole property of the Contest Providers and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize (defined below).
- (g) Entries submitted by mail must be received by the Contest Providers no later than the end of the Contest Period. Entries received after the end of the Contest Period will not qualify.
- (h) Where entries are received online, entries shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-

mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide the Contest Providers with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

- (i) Where entries are received by cellular text-message, entries shall be deemed to be submitted by the authorized account holder of the cell phone number associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of a cell phone number is defined as the natural person who is assigned to a cell phone account by a cellular service provider. Each selected entrant may be required to provide the Contest Providers with proof that the selected entrant is the authorized account holder of the cell phone number associated with the winning entry.

**5. SOCIAL MEDIA RULES (IF APPLICABLE).** If any portion of the Contest is running on Social Media, the following Social Media rules apply:

- (a) There is no charge to become a member of the Social Media website or like a page or become a follower or a fan.
- (b) Entrants will be required to visit the Social Media website and log into their account using their user name and password. Once logged in, entrants will be required find the Contest webpage on the Social Media website (as indicated above). Entrants will be required to follow the onscreen instructions and complete their personal information on the Contest entry page.
- (c) The Contest is in no way sponsored, endorsed or administered by, or associated with the Social Media website and the entrants are providing their information directly to the Contest Providers and not to the Social Media website.
- (d) By participating in the Contest, each entrant agrees to be bound by the terms and conditions, guidelines and privacy policies governing use of the Social Media website (the "**Social Media Terms of Use**") which are posted on the Social Media website. The entrant further agrees to be bound by the decisions of the Social Media website in the event that the Social Media website blocks or shuts down a user account due to failure to abide by the Social Media Terms of Use, such decision to be final and binding in all respects. The Social Media website reserves the right, in its sole discretion, to suspend any user account found to be in breach of the Social Media Terms of Use.
- (e) By participating in the Contest, each entrant agrees to release the Social Media website from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom.
- (f) Entrants may not create and/or use multiple Social Media website accounts in an attempt to gain more than the permitted number of entries and/or votes in connection with this Contest. Any entrant found to be using multiple accounts will be ineligible for this Contest.
- (g) All entries must be submitted in the name of an individual person and the Prize (as defined below) will only be awarded to the person whose name is associated with the winning Social Media website account.
- (h) Where required, entrants must be active holders of a non-private Social Media website account throughout the Contest Period and for a period of two (2) weeks thereafter. Due to the way that certain Social Media websites work, the Contest Providers may not receive entries from users with "protected" accounts (i.e. an entrant has set his/her account so that only pre-approved people can view their account activity).

- (i) Where a post is required to be posted by an entrant, the entrant will ensure that the post is accurately posted and includes the required text, links, photos, videos, hashtags exactly as required by the Contest Providers.
- (j) Where Work is submitted, entrants may encourage their friends and other eligible individuals to vote for the Work if there is a voting element, however, they are not allowed to offer any individual any form of incentive, inducement, prize or chance of receiving any incentive, inducement, or prize in furtherance of receiving such individual's vote. Any entrant determined by the Contest Providers to be engaging in such behaviour will be disqualified.
- (k) The posting or re-posting of duplicate, or near duplicate, messages, photos, videos, boards or other similar posts is prohibited. An entrant found to be posting duplicate or near duplicate messages, photos, videos, boards or other similar posts will be ineligible for this Contest.
- (l) Use of any automated system to register for, or otherwise participate in the Contest is prohibited and is grounds for disqualification.
- (m) By participating in the Contest, entrants consent to the Contest Providers contacting them via the Social Media website only for the purposes of administering the Contest.
- (n) Charges may be applied, by a wireless service provider, for the use of the Social Media website through wireless internet use or application use from your wireless device. The wireless service provider is solely responsible for the service it provides to you. Postmedia is in no way responsible for the accuracy, timeliness, delivery or receipt of any messages, uploads or votes transmitted through the wireless service provider and disclaims any responsibility in respect thereof. Message and data rates may apply. Please consult your wireless service provider regarding such charges. You are solely responsible for such charges and Postmedia disclaims any responsibility for the payment of any charges in respect of your wireless service provider.

## 6. PRIZING.

- (a) Prizing for this Contest includes:

**Prizes.** There are thirteen (13) prizes (the "**Prizes**", each, a "**Prize**") in total available to be won by the Prize winners (the "**Winners**", each, a "**Winner**"). Each Prize consists of one (1) of the following items, to be awarded at random by the Contest Providers in their sole discretion to each Winner:

- (i) four (4) admission tickets to the Toronto Argonauts 2018 Home Opener at BMO Field in Toronto, Ontario taking place in June 2018 (the exact date and time to be announced by the Toronto Argonauts in 2018), valued at approximately Three Hundred Dollars (CDN \$300.00);
- (ii) two (2) lower bowl admission tickets to a Toronto Rock Lacrosse 2018 regular season home game at the Air Canada Centre in Toronto, Ontario (the exact date and time to be determined by the Contest Providers in their sole discretion) valued at approximately Hundred Forty-Four Dollars (CDN \$144.00);
- (iii) four (4) General Admission tickets to the Hockey Hall of Fame to be used during regular hours of operation at the Hockey Hall of Fame in Toronto, Ontario, valued at approximately Seventy-Six Dollars (CDN \$76.00);
- (iv) four (4) General Admission tickets to the Hockey Hall of Fame to be used during regular hours of

operation at the Hockey Hall of Fame in Toronto, Ontario, valued at approximately Seventy-Six Dollars (CDN \$76.00);

- (v) one (1) Roots Gift Card valued at approximately One Hundred Dollars (CDN \$100.00);
- (vi) two (2) admission tickets to an Executive Suite to the Toronto Raptors vs. Los Angeles Lakers basketball game taking place at 6:00 p.m. ET on January 28, 2018 at the Air Canada Centre in Toronto, Ontario, valued at approximately Five Hundred and Twenty-Eight Dollars (CDN \$528.00);
- (vii) two (2) admission tickets to an Executive Suite to the Toronto Maple Leafs vs. Vancouver Canucks hockey game taking place at 7:00 p.m. ET on January 6, 2018 at the Air Canada Centre in Toronto, Ontario valued at approximately Three Hundred and Forty-Six Dollars (CDN \$346.00);
- (viii) two (2) admission tickets to the Toronto Maple Leafs vs. Colorado Avalanche hockey game taking place at 7:00 p.m. ET on January 22, 2018 at the Air Canada Centre in Toronto, Ontario valued at approximately Four Hundred and Fifty-Six Dollars (CDN \$456.00);
- (ix) one (1) Liberty Entertainment Group gift card, valid at Cibo Wine Bar (King Street West, Yorkville and Yonge Street locations), Rosewater Supper Club restaurant and Spice Route restaurant valued at One Hundred Dollars (CDN \$100.00);
- (x) one (1) Liberty Entertainment Group gift card, valid at Cibo Wine Bar (King Street West, Yorkville and Yonge Street locations), Rosewater Supper Club restaurant and Spice Route restaurant valued at One Hundred Dollars (CDN \$100.00);
- (xi) one (1) ClubLink voucher valid for green fees for four (4) persons playing together and commencing at the same tee time for one (1) round of eighteen (18) holes of golf at Cherry Downs Golf & Country Club, valued at approximately Four Hundred and Seventy-Eight Dollars (CDN \$478.00);
- (xii) one (1) autographed Toronto FC Michael Bradley Jersey valued at approximately Four Hundred and Fifty Dollars (CDN \$450.00); and
- (xiii) one (1) autographed Jonas Valanciunas photograph, valued at approximately One Hundred Dollars (CDN \$100.00).

**Secondary Prize.** Not applicable.

**Consolation Prize.** Not applicable.

**Finalist Prize.** Not applicable.

- (b) The Grand Prize(s), the Secondary Prize(s), the Finalist Prize(s) and the Consolation Prize(s) (as applicable) are hereafter collectively referred to as the “**Prize**” or the “**Prizes**” and the Grand Prize Winner(s), the Secondary Prize Winner(s), the Finalist(s) and the Consolation Prize Winner(s) (as applicable) are hereafter collectively referred to as the “**Winner**” or the “**Winners**”.
- (c) The Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) The Prize will be distributed within two (2) business days after a Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein. The Prize must be claimed within two (2) business days of notification of being selected as a Winner. Failure to claim the Prize within

the allotted time period may result in your disqualification and forfeiture of all rights to the Prize (in the Contest Provider's sole discretion).

- (e) Where the Prize, or a portion of the Prize includes access to an event or a festival that takes place for more than one (1) day, or includes travel, the Winner and his/her guest(s) (where applicable) must be available to attend or travel, as applicable, on the dates listed in the Prize description above. Should the Winner and his/her guest(s) (where applicable) be unable to attend or travel on the dates and times designated by the Contest Providers, the Prize may be forfeited and awarded to an alternate winner. The Winner and his/her guest(s) will be responsible for (without limitation) transportation to and from any location, venue, airport and/or bus terminal and/or train station (including originating and departing airport), any local transportation costs, travel and medical insurance, travel documentation, airport improvement fees, taxes, gratuities, accommodations, telephone calls, in-room charges, meals and alcoholic and non-alcoholic beverages and any other expense not explicitly included in the Prize.
- (f) Where the Winner may have a guest accompany them, guests must comply with the Contest Rules and sign and return the Release (described below). The Prize is awarded solely to the Winner and guests do not have any rights to the Prize independent of the Winner, and may not travel without the Winner.
- (g) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Contest Providers. Prizes which are comprised of vouchers, gift certificates or gift cards are subject to additional terms and conditions of the Prize issuer. Any unused portion of a Prize will be forfeited and have no cash value. The Contest Providers reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (h) Where a Prize, or a portion of the Prize, is mailed or shipped, it shall not be insured and the Contest Providers shall not assume any liability for lost, damaged or misdirected Prizes.

**7. WINNER SELECTION.** Thirteen (13) Winners shall be selected as follows:

- (a) On or about January 3, 2018 in Toronto, Ontario, thirteen (13) entrants will be selected as the Winners by a random draw from all eligible entries received during the Contest Period. Where subsequent draws are required, the Contest Providers will conduct subsequent draws immediately following the initial draw, where additional entrants will be selected as Winners by a random draw from all the remaining eligible entries received during the Contest Period until all Winners have been selected. Each entrant shall meet all of the eligibility requirements and be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Contest Providers.
- (b) Where Winners are selected by random draw, before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (c) Where the Winners are selected by a panel of judges, judging criteria will be based on the criteria listed below. The judges, in their absolute discretion, shall select the Winner based upon the above criteria. The decisions of the judges shall be final and binding and may not be challenged in any way.

**Judging Criteria.** Not applicable.

- (d) SELECTED ENTRANTS WILL BE NOTIFIED BY TELEPHONE OR E-MAIL. THE CONTEST PROVIDERS WILL CONTACT ALL SELECTED ENTRANTS NO LATER THAN JANUARY 3, 2018 AT 5:00 P.M. ET AND MUST RESPOND WITHIN FORTY-EIGHT (48) HOURS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone to the contact number provided in the notification, and the selected entrant's

response must be received by the Contest Providers within forty-eight (48) hours of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Contest Providers' sole discretion until such time as an entrant satisfies the terms set out herein. The Contest Providers are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Contest Providers to receive a selected entrant's response.

- (e) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

**8. RELEASE.** Before being declared as a Winner, the selected entrant, and where applicable, the Winner's guest will be required to execute a legal agreement and release (the "**Release**") that confirms his/her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Contest Providers, other parties related to the Contest and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Contest Providers of the unrestricted right, in the Contest Providers' collective or individual discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Winner's and his/her Guest's (where applicable) name, photograph, likeness, voice and biography and where an entrant is providing Work to the Contest Providers in connection with the Contest, the Work (where applicable) in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of an entrant receiving verification that he/she has been selected as a Winner or the selected entrant will be disqualified and the Prize forfeited.

**9. INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

**10. RIGHTS CLEARANCE.** Where an entrant is providing the Work to the Contest Providers in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Contest Providers a worldwide, gratuitous and irrevocable license to copy, use, modify, edit, reproduce, display, adapt and transmit the Work in whole or in part, for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest or for any other reason. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer, videographer or otherwise in the creation of the Work or any part thereof and the entrant waives all moral rights in and to the Work in favour of the Contest Providers. The Contest Providers assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Contest Providers that the Work do not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. The Contest Providers reserve the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by the Contest Providers in their sole discretion.



**11. LIMITATION OF LIABILITY.** The Contest Providers assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or, as applicable, for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Contest Providers are not responsible for any incorrect or inaccurate information, whether caused by, as applicable, website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Contest Providers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Contest Providers are not responsible for any problems, failures or technical malfunction of, as applicable, any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Contest Providers are not responsible for any injury or damage to entrant or, as applicable, to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Contest Providers assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Contest Providers, such as, as applicable, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website and, where applicable, any Social Media website.

**12. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website or made available upon request by self-addressed, stamped envelope to the Contest Providers throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Contest Providers and, the judges (where applicable), which shall be final and binding in all respects. The Contest Providers reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest Website (where applicable); (c) violating the terms of service, conditions of use and/or general rules or guidelines of any canada.com property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE (WHERE APPLICABLE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PROVIDERS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. If a portion of the Contest Prize includes admission to an event and/or venue, the Winner and his/her guest must at all times behave appropriately and observe the Contest Rules and any other rules or regulations in force at the event and venue. The Contest Providers reserve the right to remove from the location/venue any Winner and/or guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or guest.

**13. PRIVACY/USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, entrant: (i) grants to the Contest Providers the right to use his/her full name, age, mailing address, telephone number and/or e-mail address and/or any other personal information provided (the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Contest Providers the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Contest Providers may disclose his/her Personal Information to third party agents and service providers of any of the Contest Providers in connection with any of the activities listed in (i) and (ii) above.

- (b) Where an entrant opts-in online or on a ballot, they consent to Postmedia's and any of its corporate affiliate's use of his/her Personal Information to be contacted to (i) promote draws, interactive features and contests similar to the Contest; (ii) promote opportunities to subscribe to Postmedia newsletters or promotional clubs; (iii) be notified about programs, special events and related products or services; and (iv) be entered into other Postmedia-sponsored draws and/or contests.
- (c) Where an entrant opts-in online or on a ballot, they consent to Postmedia's disclosure of his/her Personal Information to third parties, as indicated on the entry form to be contacted to (i) promote draws, interactive features and contests similar to the Contest; (ii) promote opportunities to subscribe to newsletters or promotional clubs; (iii) be notified about programs, special events and related products or services; and (iv) be entered into other draws and/or contests.
- (d) The Contest Providers will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Postmedia Network Privacy Policy located at [www.canada.com/aboutus/privacy.html](http://www.canada.com/aboutus/privacy.html).

**14. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by Postmedia, the Contest Providers, any prize provider and/or their affiliates as applicable. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

**15. TERMINATION.** The Contest Providers reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice, subject to the jurisdiction of the Régie des alcools, des courses et des jeux if the Contest is open to residents of the province of Quebec.

**16. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Contest Providers. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Contest Providers in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

**17. LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control. If the Contest is open to residents of the province of Quebec and there is any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.

**18. FOR RESIDENTS OF QUEBEC.** Where the Contest is open to residents of the province of Quebec, 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 a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**19. NO ASSOCIATION.** None of the parties listed above, including any Social Media websites, are in any way associated with the programs owned or operated by Postmedia. Where the Contest is running on any Social Media website, the Contest Providers represent that the Contest is in no way sponsored, endorsed or administered by, or associated with any Social Media website. Each entrant is providing his/her Personal Information to the Contest Providers and not to any Social Media companies.

