

THE K'NEX® MAKE THE K'NEXION CONTEST (the "Contest")

Official Rules and Regulations (the "Contest Rules")

1. THE CONTEST PERIOD

The Contest entry period commences at 10:00 a.m. Eastern Time ("ET") on October 27, 2014 and concludes at 10:00 a.m. ET on November 24, 2014 (the "Contest Period").

2. ELIGIBILITY

The Contest is open to legal residents of Canada, except residents of Quebec who as at the start of the Contest Period are under the age of thirteen (13) years old. Employees, directors and officers, independent contractors, representatives and agents of YTV Canada, Inc. ("YTV"), Teletoon Canada Inc. ("Teletoon"), Cartoon Network (Canada) ("Cartoon Network"), K'NEX Brands Limited Partnership, and Corus Entertainment Inc. (collectively, the "Contest Sponsors"), any affiliate (as defined in the *Canada Business Corporations Act*) of the Contest Sponsors (the "Affiliates"), their respective parents, employees, directors and officers of their respective advertising and promotional agencies, as well as those with whom any of the foregoing are domiciled (whether legally related or not) are not eligible to enter the Contest or win any prize.

Entrants under the age of majority in his or her province or territory of residence who are otherwise eligible to enter the Contest must obtain the consent of his or her custodial parent or legal guardian. See "HOW TO ENTER" for further details.

3. HOW TO ENTER

NO PURCHASE NECESSARY.

During the Contest Period, visit www.ytv.com, www.teletoon.com, or www.cartoonnetwork.ca (each, a "Website", collectively, the "Websites") and go to the main page of the Contest microsite to play the K'NEX Make the K'NEXion game (the "Game"). At the start of the Game, entrants will be asked to select a level of Game difficulty by choosing one (1) of three (3) playsets: Easy, Medium, or Hard (each, a "Playset"). The entrant must then use that Playset to build a structure that reaches the top of the Game screen within the stipulated time limit. After the Game has been completed (regardless of the result), the entrant must complete an online Contest registration form in full to be eligible to enter the draw for one (1) of four (4) Grand Prizes, as described below.

Entrants under the age of majority in his or her province or territory of residence (each, a "Minor") who are otherwise eligible to enter the Contest may only enter with the consent of his or her custodial parent or legal guardian. In such a case, the custodial parent or legal guardian of the Minor entrant must complete all required fields of the Contest entry form on the Minor's behalf, and provide his or her first name, last name, and valid email address. Failure to comply with this provision may result in disqualification of the entrant, to be determined by the Contest Sponsors in their sole discretion.

The only method of entry for this Contest is online entry (internet access required). Online entry is available through the Websites only; no other means of submission will be accepted.

Although online access and an email account are required in order to participate, no purchase is required in order to enter the Contest. Many public libraries, retail businesses and others offer free access to computers and a number of Internet service providers and other companies offer free email accounts.

NOTE: Entrants may enter as many times as they wish on any one (1) or more of the Websites during the Contest Period; however, only one (1) email address per person is allowed. If it is discovered that any person has attempted to: (i) use more than one (1) email address during the Contest Period; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address to enter the Contest; then (in the sole and absolute discretion of the Contest Sponsors) he/she may be disqualified from the Contest and all of his/her entries voided. Use (or attempted use) of multiple names, identities, email addresses and/or any automated, macro, script, robotic or other systems(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Contest Sponsors. Entries are subject to verification and will be declared invalid if they are reproduced, falsified, altered or tampered with in any way. By submitting an entry, entrants agree to be bound by these official Contest Rules.

In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be deemed to be made by the authorized account holder of the email address at the time of entry. The authorized account holder is the natural person who is assigned an email address by an Internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question.

4. WINNER SELECTION

On December 1, 2014 at 2:00 p.m. ET at the YTV's offices located at Corus Quay, 25 Dockside Drive, Toronto, Ontario, four (4) eligible entrants will be randomly selected as the potential winners of a Grand Prize, as described below. The potential Grand Prize winners will be contacted by a representative of one of the Contest Sponsors within approximately five (5) business days of the draw by telephone and/or email (the method selected in Contest Sponsor's sole discretion), as provided by the entrants in their Contest entry forms. Contest Sponsors are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email or placing a phone call.

Potential Grand Prize winners found to be ineligible, decline to accept a Grand Prize or who are unable to be contacted (including failing to return phone calls or emails) within five (5) business days of notification, or as otherwise stipulated by the Contest Sponsors, may be required to forfeit their Grand Prize and another eligible entrant may be selected in Contest Sponsors' sole discretion.

5. THE GRAND PRIZES AND GRAND PRIZE VALUES

There are four (4) Grand Prizes to be won. Each Grand Prize consists of the following:

- One (1) US\$200 credit code (in the name of the custodial parent/legal guardian in case of a Minor) towards a 2014 or 2015 calendar year purchase at www.knex.com (duties, taxes, and standard shipping are included). Grand Prizes must be redeemed in a single transaction.

The terms by which the online credit may be redeemed are governed by www.knex.com. None of YTV, Teletoon, Cartoon Network or Corus Entertainment Inc. is responsible for administering or ensuring compliance with the terms and conditions relating to the online credit.

Please see <http://www.knex.com/Shop/help.php?section=policies> for www.knex.com purchase and shipping policies.

Only one (1) Grand Prize will be awarded per household.

6. DEADLINE FOR CLAIMING A GRAND PRIZE

Following confirmation as a Grand Prize winner in accordance with the Contest Rules, selected entrants will be given instructions and a deadline as to how they must claim their Grand Prize. Potential Grand Prize winners who fail either, to claim their Grand Prize or to inform the Contest Sponsors of their inability to claim their Grand Prize before the deadline, as instructed, may be required to forfeit that Grand Prize and another eligible entrant may be selected in Contest Sponsors' sole discretion.

7. GRAND PRIZE CONDITIONS

All incidental costs and expenses not specifically referred to herein as part of the Grand Prize description, including but not limited to any excess costs beyond the value of the Grand Prize (the "Expenses") are the sole responsibilities of the Grand Prize winners. All Grand Prize elements are subject to availability and substitution for a Grand Prize of equal or greater value, to be decided in the sole discretion of the Contest Sponsors. Grand Prize winners shall not seek reimbursement for the Expenses from the Contest Sponsors.

8. ODDS OF WINNING

Odds of winning depend on the total number of eligible entries received during the Contest Period.

9. NO REPRESENTATIONS OR WARRANTIES

None of the Contest Sponsors makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Grand Prize awarded in connection with the Contest. The Grand Prize winners understand and acknowledge that they may not seek reimbursement

or pursue any legal or equitable remedy from the Contest Sponsors should a Grand Prize fail to be fit for its purpose or is in any way unsatisfactory to a Grand Prize winner.

10. DECLARATION AND RELEASE OF THE GRAND PRIZE WINNERS

Before being awarded a Grand Prize, each selected entrant, or if the selected entrant is a Minor, his or her custodial parent or legal guardian, on the Minor's behalf must:

- a) correctly answer, unaided, a time-limited skill-testing mathematical question; and
- b) sign a standard form Declaration and Release of Liability (the "**Release Forms**") confirming that by entering the Contest:
 - he or she read, understood and accepted these Contest Rules;
 - that he or she understands that acceptance of a Grand Prize may involve danger and/or exposure to risks and hazards of both man-made and natural origin, whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he or she may suffer damage to personal property, serious personal injury, illness or even death;
 - that he or she nevertheless freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the Contest and winning a Grand Prize; and
 - that he or she releases, discharges, indemnifies and holds harmless the Contest Sponsors, the Affiliates, prize providers, and each of their respective directors, officers, employees, independent contractors, representatives, licensors and agents as well as their respective advertising and promotional agencies (collectively, the "**Releasees**") from and against any and all liability due to any injuries, damages or losses to any person (including death) or property of any kind, arising in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Grand Prize, or in connection with participation in this Contest or a Contest-related activity, including, without limitation, any financial, legal or moral responsibility or loss or personal injury including death or damage to or loss of property suffered or incurred or arising from participating in the Contest or accepting a Grand Prize, whether suffered by a Grand Prize winner, or by his or her heirs, administrators, personal representatives or executors, and notwithstanding that such injuries or losses may have been caused solely or partly by any act, omission, negligence or gross negligence of any or all of the Releasees.

Release Forms will be emailed to potential winners at the email address provided on their Contest entry forms. Grand Prizes will only be awarded upon (a) verification of the answer to the skill-testing question and (b) return of the fully executed Release Forms to the email or

fax number provided to the Grand Prize winners. Failure to return a signed Release Form as instructed by the Contest Sponsors will result in disqualification.

11. GRAND PRIZE SUBSTITUTION

Grand Prizes and prize portions are non-exchangeable, non-transferable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by Contest Sponsors in their sole and absolute discretion. The Contest Sponsors reserve the right, in their sole discretion, to substitute and/or modify a Grand Prize, or prize portion, with a Grand Prize of equal or greater value for any reason. Should a Grand Prize winner be unable to claim their Grand Prize or prize portion as awarded, their rights to that Grand Prize or prize portion will be forfeited and another entrant may be selected, to be decided in Contest Sponsors' sole discretion.

12. SUSPENSION/TERMINATION/MODIFICATION

Subject to applicable law, the Contest Sponsors, with the consent of the Régie des alcools, des courses et des jeux, reserve the right to cancel, suspend, terminate and/or modify the Contest Rules or administration of the Contest, in whole or in part, without prior notice with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, tampering, fraud, corruption of security or other causes beyond the control of the Contest Sponsors. The Releasees are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply a Grand Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorists acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, performers' illness, injury or death, or any other cause beyond the Releasees' sole control.

13. OWNERSHIP OF ENTRIES

Subject to the terms contained in Section 15 below, all entries shall become the property of the Contest Sponsors and their advertising and promotional agencies. The Releasees assume no responsibility for lost, stolen, destroyed or otherwise indecipherable entries due to any failure or technical malfunction of the telephone network, on-line computer systems of equipment, servers, access providers, software, poor reception, technical problems, failure of any email or submission or due to any other reason regardless of cause.

14. PUBLICITY RELEASE

By entering the Contest, each entrant (or if an entrant is a Minor, his or her custodial parent or legal guardian) consents to the use of his or her name, city of residence, photograph, voice, likeness, image or any other aspect of his or her personality for any publicity and programming

purposes, commercial or otherwise, throughout the world, in all media, in perpetuity, by the Contest Sponsors, promoters and their advertising and promotional agencies, without any obligation, notice, payment or compensation. Such consent shall also be included in the Release Form that the Grand Prize winners (or if such winner is a Minor, his or her custodial parent or legal guardian) sign, as set out above.

15. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION

By entering the Contest and voluntarily providing personal information including, but not limited to, name, address, city, email address, home and office telephone numbers (the “**Registrant Information**”), each Contest entrant (or if an entrant is a Minor, his or her custodial parent or legal guardian, on the Minor’s behalf) grants permission to the Contest Sponsors to collect and use of the Registrant Information for the exclusive purpose of administering the Contest and selecting the Grand Prize winners. Unless consent has been provided by the entrant (or his or her custodial parent or legal guardian, as applicable), no correspondence will take place between the Contest Sponsors and the entrants (or if an entrant is a Minor, his or her custodial parent or legal guardian, on the Minor’s behalf) except in connection with the Contest and, in the case of the Grand Prize winners, as a result of entering the Contest and winning a Grand Prize. To review Contest Sponsors’ privacy policy, visit www.ytv.com/info/privacy, www.teletoon.com/en/privacy/, <http://www.cartoonnetwork.ca/privacy/>, or www.knex.com/About_KNEX/privacy_policy.php.

16. TAMPERING

If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Contest Sponsors that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or Grand Prizes. The Contest Sponsors further reserve the right to disqualify, from this Contest and future contests of the Contest Sponsors, any individual who tampers with or in any way corrupts the entry process. The Contest Sponsors may prohibit an entrant from participating in the Contest, future contests of the Contest Sponsors and/or winning a prize(s) if, in the Contest Sponsors’ sole discretion, the Contest Sponsors determine that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unlawful or unfair playing practices relating to the Contest (including but not limited to the use of automated quick entry programs), prize(s), or intending to annoy, abuse, threaten or harass any other entrants or the Contest Sponsors representatives. **Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, the Contest Sponsors reserve the right to seek remedies and damages (including lawyers’ fees) from any such entrant or any other individual to the fullest extent permitted by law, including criminal prosecution.**

17. LIMITATION OF LIABILITY

By entering the Contest, the entrant (or if an entrant is a Minor, his or her custodial parent or legal guardian, on the Minor's behalf) agrees that the Releasees shall have no liability and shall be held harmless by the entrant (or if an entrant is a Minor, his or her custodial parent or legal guardian, on the Minor's behalf) for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use, enjoyment or misuse of a Grand Prize, or while preparing for, participating in any Contest-related or Grand Prize-related activity. The Releasees are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by any of the Releasees, 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 processing of submissions that may cause damage to a user's system or limit a potential entrant's ability to participate in the Contest.

18. WHERE CONTEST RULES AND REGULATIONS ARE AVAILABLE

The Contest Rules are available online at the Websites and at Corus Quay, 25 Dockside Drive, Toronto, Ontario, M5A 0B5.

19. COMPLIANCE WITH CONTEST RULES

All entrants (or if the entrant is a Minor, his or her custodial parent or legal guardian, on the Minor's behalf) agree to abide by the Contest Rules, which are subject to change at the sole discretion of the Contest Sponsors.

20. COMPLIANCE WITH LAWS

This Contest is void where prohibited or restricted by law and is subject to all federal, provincial, territorial and municipal laws and regulations of Canada and of each province, territory and municipality of Canada, respectively.

21. R.A.C.J.

For residents of Quebec, any litigation respecting to the conduct and awarding of a Grand Prize in this publicity contest may be submitted to "La Régie des alcools, des courses et des jeux" for a ruling. Any litigation respecting the awarding of a Grand Prize may be submitted to La Régie only for the purpose of helping the parties reach a settlement. All taxes on the Grand Prizes have been paid in accordance with the rules laid down by La Régie des alcools, des courses et des jeux du Québec.

22. MISCELLANEOUS

The invalidity or unenforceability of any provision of these Contest Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Contest Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Contest Sponsors' failure to enforce any term of these

Contest Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Contest Rules, Contest Sponsors have sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Contest Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the any provision of these Contest Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Websites and/or the terms and conditions of the Contest Rules, the Contest Rules shall prevail, govern and control and the discrepancy will be resolved in Contest Sponsor's sole and absolute discretion.

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