

**THE ULTIMATE NERF® PARTY CONTEST: ZOMBIE STRIKE FAN FILM 2015**  
**(the “Contest”)**

**Official Rules and Regulations (the “Contest Rules”)**

**1. THE CONTEST PERIOD**

The Contest entry period commences at 4:00 p.m. Eastern Time (“ET”) on July 17, 2015 and concludes at 9:59 a.m. ET on August 31, 2015 (the “Contest Period”).

**2. ELIGIBILITY**

The Contest is open to legal residents of Canada, excluding residents of the Province of Quebec. Employees, directors and officers, independent contractors, representatives and agents of YTV Canada, Inc., Teletoon Canada Inc., Hasbro Canada Corporation, and Corus Entertainment Inc. (collectively, the “Contest Sponsors”), any affiliate (as defined in the *Canada Business Corporations Act*) of the Contest Sponsors (the “Affiliates”), Padulo X acting on behalf of Hasbro Canada Corporation (the “Party Organizer”), their respective parents, employees, representatives or agents, directors and officers of their respective advertising and promotional agencies, members of the jury, 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.**

To enter during the Contest Period, visit [www.ytv.com](http://www.ytv.com) or [www.teletoon.com](http://www.teletoon.com) (the “Websites”) to complete an online Contest registration form in full and submit an essay (“**Essay Submission**”) AND/OR submit a video (“**Video Submission**”) describing an inspiring act or good deed done by you or your child to win a party for you and up to 400 students from the Grand Prize winner’s school in accordance with the terms and conditions stated in these Contest Rules.

**Note:** with the approval of his or her custodial parent or legal guardian, you can also feature another child you know in this Contest.

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.

Essay Submissions and Video Submissions must comply with the Content Guidelines as stated below. Failure to complete the form in full or comply with the Content Guidelines may result in disqualification to be determined in Contest Sponsors' sole discretion.

The only method of entry for this Contest is online entry (internet access required). Online entry is available through the Website 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: Only one (1) Video Submission and one (1) Essay Submission per person during the Contest Period are permitted.** For greater certainty, entrants may only use one (1) email address to enter the Contest. 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.

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.

Multiple entries, i.e., those that exceed the permitted amount, will be discarded. In the event that the Contest Sponsors receive more than the permitted number of entries, the Contest Sponsors reserve the right to void and destroy any entries from that entrant, and that entrant may, at the sole discretion of the Contest Sponsors, be disqualified from the Contest. 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 and any other applicable terms of use from the Contest Sponsors' and/or third party website.

Entries become the physical property of the Contest Sponsors and will not be returned. By submitting an entry, entrants agree to be bound by these official Contest Rules and any other applicable terms of use from the Contest Sponsors' and/or third party website.

**CONTENT GUIDELINES:** Each entrant who submits an Essay Submission or Video Submission must comply with the content guidelines (collectively, "**Content Guidelines**") below. Essay Submissions and Video Submissions that do not meet the following Content Guidelines are subject to disqualification and/or removal from the Contest Website (if applicable) at any time, to be determined in Contest Sponsors' sole and absolute discretion:

- Essay Submissions must be in the English language and no more than 500 words in length.
- Video Submissions must not exceed 100MB in file size, must be in h.264, 1920 x 1080, Millions AAC, Mono, or 44.100kHz format, and should ideally be uploaded at a sample rate of 15 mbits/s.
- Video Submissions must be a minimum of thirty (30) seconds in length up to a maximum of two (2) minutes.
- Video Submissions must contain the image of the entrant and/or his/her child or a child he/she knows (with custodial parent/legal guardian consent only) (i.e., no other third parties) and must not infringe the rights of any third party (e.g., famous or non-famous persons).
- Essay Submissions and Video Submissions must comply with the Contest Rules and any Terms of Use posted on the Website and must meet all specifications or requirements called for on the Website and other advertising for the Contest.
- Except for materials in the public domain, each Essay Submission and/or Video Submission, in its entirety, must be a single work of original material created by the entrant and suitable for presentation in a public forum.
- Essay Submissions and Video Submissions must not have been submitted previously in any contest of any kind or exhibited or displayed publicly through any means previously.
- Except for materials in the public domain, Essay Submissions and/or Video Submissions must include only materials created by the entrant and must not infringe on the intellectual property rights of any other person or entity including but not limited to containing any third party logos, trademarks, or copyrighted materials. Contest Sponsors do not permit the infringement of others' rights and any use of materials not original to the entrant is grounds for disqualification from the Contest, such decision to be made by Contest Sponsors in their sole discretion.
- Essay Submissions and Video Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the Websites such as viruses, trojan horses or other technologies that could adversely impact the Contest, and/or (f) is disparaging to the Contest Sponsors or is inconsistent with the positive images

and/or goodwill to which Contest Sponsors wish to associate (all of the foregoing to be determined in Contest Sponsors' sole and absolute discretion).

- Each Essay Submission and Video Submission must not reveal any personal information about another individual, including another person's address, phone number, email address, credit card number or any information that may be used to track, contact or impersonate that individual.

#### **4. CONTENT RIGHTS**

Entrants, upon submission of their Essay Submissions and/or Video Submissions to the Contest, hereby irrevocably grant to Contest Sponsors, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use, adapt and otherwise exploit the Essay Submission and Video Submission, and all images, text and materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, DVDs, streaming media, film, television, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to entrants. Contest Sponsors, and each of their respective successors, assigns and licensees, will have the right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, Contest Sponsors will have the right to use the Essay Submissions and/or Video Submissions and all images depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized in connection with Essay Submissions and/or Video Submissions. Notwithstanding that Contest Sponsors are granted a non-exclusive license in entrant's Essay Submission and/or Video Submission, entrants acknowledge that as a condition to being selected as a winner, Contest Sponsors may request that a winner's Essay Submission and/or Video Submission, and any rights therein, be assigned to Contest Sponsors and entrants may be required to confirm such assignment by completing and submitting the Release Form, as defined below, (and any other documents reasonably required by Contest Sponsors) or such entrant will otherwise be disqualified from receiving his or her prize. Entrants must maintain the ability to assign all such rights to Contest Sponsors free of any limitations, restrictions or third party obligations. Entrants agree that Contest Sponsors shall have the sole discretion in determining the extent and manner of use of Essay Submissions and/or Video Submissions and are not obligated to use any Essay Submissions and/or Video Submissions. Entrants agree not to issue any publicity concerning Contest Sponsors or the Contest, without Contest Sponsors' prior written consent, which may be withheld in their sole and absolute discretion. Entrants agree that none of the Contest Sponsors, their licensees or agents, shall be responsible for return or preservation of the entries, including the Essay Submissions and/or Video Submissions. Essay Submissions and/or Video Submissions, or any derivatives thereof, that are posted on the Websites are available to be viewed by anyone with access to the Internet. Each entrant acknowledges that other entrants may have created ideas and concepts contained in his or her Essay Submissions and/or Video Submissions that may have familiarities or similarities to

his/her own Essay Submission and/or Video Submissions, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Sponsors because of these familiarities or similarities. Nothing herein shall create an implied or express contract to compensate entrants for their Essay Submissions and/or Video Submissions and there is no obligation for Contest Sponsors to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Contest Sponsors whatsoever. The decisions of the Contest Sponsors are final and binding in all matters relating to this Contest, including interpretation and application of these Contest Rules.

## 5. WINNER SELECTION

- (i) On September 4, 2015, at the Toronto offices of the Party Organizer, Essay/Video Submissions will be evaluated by the Party Organizer based on the “How compelling” criteria as outlined below. Essay/Video Submissions of a score of eight (8) or higher will be selected as finalists (each a “**Finalist**”).
- (ii) On September 8, 2015, at the Toronto offices of the Contest Sponsors, one (1) eligible Finalist will be selected by a panel of judges comprised of representatives from the Contest Sponsors and Party Organizer (**the “Contest Judges”**) based on the Score, as outlined below, as the potential Grand Prize, as described below.

The Party Organizer reserves the right, in their sole and absolute discretion, to interview the potential Grand Prize winner and require proof of eligibility to claim the Grand Prize. Failure to provide such proof to the satisfaction of the Party Organizer in a timely manner may result in disqualification.

Each Finalist’s Essay Submission or Video Submission will be given a score in accordance with the scoring chart outlined below (**the “Score”**) by the Contest Judges. The entrant associated with the top Essay Submission or Video Submission based on total Score (as determined by the Contest Judges, in their sole and absolute discretion) will be selected as the eligible Grand Prize winner. In the event of a tie between two or more Essay Submission or Video Submission based on total Score, the entrant associated with the Essay Submission or Video Submission from amongst all such Essay Submission or Video Submission that are tied – with the highest score on “How compelling” will be deemed to be the eligible Grand Prize winner. In the event there is still a tie between two or more Essay Submission or Video Submission based on the score for “How compelling”, the entrant associated with the Essay Submission or Video Submission – from amongst all such Essay Submission or Video Submission that are tied – with the highest score on “How impactful” will be deemed to be the eligible Grand Prize winner. In the event there is still a tie between two or more Essay Submission or Video Submission based on the score for “How impactful” from the Contest Judges, the Contest Judges reserve the right, in their sole and absolute discretion, to re-judge all tied Essay Submission or Video Submission to break the tie or to conduct a random draw from among all such tied Essay Submission or Video Submission. In the event that, in the opinion of the Contest Judges, in their sole and absolute discretion, there is substantial similarity between two or more entries, then in addition to any decision regarding the eligibility of any such Essay Submission or Video Submission, the Contest

Judges reserve the right, in their sole and absolute discretion, to award a higher level of points for “How compelling” to the Essay Submission or Video Submission (among such similar Essay Submission or Video Submission) that was submitted first.

<b>Criteria</b>	<b>Scoring</b>
How <b>compelling</b> is the act or good deed outlined in the Essay/Video Submission to make them deserving?	0-10 Points
How <b>impactful</b> was the act or good deed outlined in the Essay/Video Submission to his/her peers and community?	0-10 Points
How <b>inspiring</b> is the act or good deed outlined in the Essay/Video Submission to others?	0-10 Points
How much does the participant <b>exemplify traits associated with Nerf Nation</b> ?	0-10 Points
How much <b>effort</b> did the participant exert to execute the act or good deed outlined in the Essay/Video Submission?	0-10 Points
<b>Total Score</b>	<b>Maximum of 50 points</b>

(iii) On September 9, 2015 at approximately 2:00 p.m. ET at the Toronto offices of the Contest Sponsors, ten (10) eligible entrants will be randomly selected as the potential winners of a Secondary Prize, as described below.

Hereinafter, the Grand Prize, and Secondary Prizes may be referred to individually as a “Prize”, or collectively as “Prizes”, unless otherwise indicated.

The potential Prize winners will be contacted by a representative of one of the Contest Sponsors within five (5) business days of the draw/selection date by telephone and/or email (the method selected in Contest Sponsor’s sole discretion), as provided by the entrants in their Contest entry forms. The 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 Prize winners found to be ineligible, decline to accept a Prize or who are unable to be contacted (including failing to return phone calls or emails) within two (2) business days of the notification may be required to forfeit that Prize and another eligible entrant may be selected in Contest Sponsors’ sole discretion.

## **6. THE GRAND PRIZE AND GRAND PRIZE VALUE**

There is one (1) Grand Prize to be won. Each Grand Prize consists of the following:

- One (1) Nerf Ultimate Party: Zombie Strike Edition 2015 package for up to 400 students from Grand Prize winner’s school, hosted by the Grand Prize winner (or in case of a Minor, his or her custodial parent or legal guardian) to take place on a date and venue to be selected at the sole discretion of the Party Organizer, but must be completed by October 31, 2015 (the “**Party**”), and

- Participation of the Grand Prize winner and some his/her guests on the Nerf Zombie Strike Fan Film to be partly filmed at the Party and at other locations at the sole discretion of the Party Organizer.

For the person referenced in the Grand Prize winning Essay Submission or Video Submission the implementation of the Party and filming of the Nerf Zombie Strike Fan Film will be provided by the Party Organizer, in its sole and absolute discretion, for a total cost, excluding taxes, not to exceed the sum of CDN \$10,000. All arrangements for implementation of the Grand Prize shall be made by the Party Organizer directly, and within such timeframe(s), in each case as determined by the Party Organizer, in its sole and absolute discretion.

The Grand Prize described above may, as determined by the Contest Sponsors in its sole and absolute discretion, be modified by the Contest Sponsors to be implemented within the maximum CDN \$10,000 Grand Prize value, while still reasonably approximating, to extent feasible and commercially practicable, the description of same in the winning Grand Prize Essay Submission or Video Submission.

The approximate retail value of the Grand Prize is \$10,000 CDN.

## **7. THE SECONDARY PRIZES AND SECONDARY PRIZE VALUES**

There are ten (10) Secondary Prizes to be won. Each Secondary Prize consists of the following:

- One (1) Nerf Zombie Strike Flipfury
- One (1) Nerf N-Strike Elite Sharpfire
- One (1) Nerf N-Strike Mega Cycloneshock
- One (1) Nerf N-Strike Elite 12 Dart Refill

The approximate retail value of each Secondary Prize is \$85 CDN.

Only one (1) Prize will be awarded per person.

Decisions of the Contest Sponsors regarding prizing are final and the Prizes must be accepted as awarded.

## **8. DEADLINE FOR CLAIMING A PRIZE**

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

## **9. PRIZE CONDITIONS**

- i) The Prize winners are responsible for paying all expenses associated with the Secondary Prizes not provided for above, including but not limited to batteries, additional accessories; and all incidental costs and expenses not specifically referred to herein as part of the Grand Prize, including but not limited to transportation to and from the Party, additional food and drinks, parking and souvenirs, or items of a personal nature (the “**Expenses**”) are the sole responsibilities of the Prize winners (and/or guests where applicable). All Prize elements are subject to availability and substitution for a prize of equal or greater value, to be decided in the sole discretion of the Contest Sponsors. The Prize winners (and/or guests where applicable) shall not seek reimbursement for the Expenses from the Contest Sponsors.
- ii) Guest(s) of the Grand Prize winner who are under the age of majority in their province or territory of residence must obtain the consent of their custodial parent (or if custody is shared, the consent of each custodial parent) or legal guardian to attend the Party.
- iii) The Grand Prize winner and his/her guest agree to comply with the instructions of the Party Organizer, including without limitation regarding the conduct of the guests and winner.
- iv) The Party will be filmed, and the Grand Prize winner and their guest will be photographed, filmed, and/or recorded for the Nerf Zombie Strike Fan Film. By accepting the Grand Prize, the Grand Prize winner and his/her guest agree to sign a release authorizing such photographs, films and recordings, and acknowledges that such photographs, films and recordings may be used by Contest Sponsor, and Party Organizer for purposes of advertising and promotion as outlined in section 12 b) below.
- v) The Grand Prize winner (or custodial parent or legal guardian, if a Minor) shall assist in the process of inviting the 400 students of the Grand Prize winner’s school as a condition to claim the Grand Prize. This can be defined as engaging the school and soliciting means to connect and invite the 400 students to the Party, and seeking consent from the guests’ custodial parent or legal guardian to attend.

## **10. ODDS OF WINNING**

Odds of winning a Secondary Prize depend on the total number of eligible entries received during the Contest Period. Odds of being selected as the eligible Grand Prize winner depend on the number and caliber of eligible Essay Submissions or Video Submissions received within the Contest Period.

## **11. 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 Prize awarded in connection with the Contest. Prize winners understand and acknowledge that they may not seek reimbursement or pursue any legal or equitable remedy from the Contest Sponsors should a Prize fail to be fit for its purpose or is in any way unsatisfactory to a Prize winner.

## 12. DECLARATION AND RELEASE OF THE PRIZE WINNERS

Before being awarded a 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) the selected entrant and his/her guests (or guest(s)'s custodial parent or legal guardian, if a Minor), if applicable, each must 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 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 Prize; and
  - that he or she releases, discharges, indemnifies and holds harmless the Contest Sponsors, the Affiliates, prize providers, Party Organizer, 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 Prize, or in connection with participation in this Contest and Party, Likeness, Statements, Materials (as defined below), or 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 Prize, whether suffered by a 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.

- that he or she understands and agrees that Contest Sponsors, Party Organizer, its agents, and others working for it or on its behalf may photograph, film and record the Party, and he/she hereby irrevocably grants to the Releasees the unlimited right and permission to (i) photograph, film and record he/she and/or his/her child at the Party, or any pre or post-filming deemed required by Party Organizer and (ii) to reproduce, copy, distribute, publish, display, exhibit, exploit, broadcast or otherwise use the resulting photographs, film and recordings, and he/she and/or his/her children's name(s), image(s), photograph(s), likeness(es), voice(s), performance(s) biographical information (the "Likeness") and he/she and his/her children's written, verbal, and/or video-taped statements (the "Statements") and any material based thereon or derived therefrom, edited or altered as Contest Sponsors/Party Organizer see fit, together with any other materials, in any manner, venue or media whatsoever whether now known or hereafter devised, including in audio visual materials (e.g., television commercials) internet, print, radio, or other advertising or publicity materials, which materials may be in any format including streaming and downloadable (collectively the "Materials"), in whole or in part, anywhere in the world, in perpetuity, for any lawful purpose, including, without limitation, for purposes of advertising and trade in promoting the Contest Sponsors, Party Organizer, and its products and services.

**Release Forms will be emailed to potential Prize winners at the email address provided on their Essay or Video Submission. 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 Prize winners. Failure to return a signed Release Form as instructed by the Contest Sponsors may result in disqualification, to be determined in Contest Sponsors' sole discretion. The Grand Prize winner is responsible for obtaining and returning signed copies of Release Forms from his/her guests (or the guests' custodial parent/legal guardian in the case of Minors), if applicable.**

### **13. PRIZE SUBSTITUTION**

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 Prize, or prize portions, with a Prize of equal or greater value for any reason. Should a Prize winner be unable to claim his/her Prize or prize portions as awarded, his/her rights to that Prize or prize portions may be forfeited and another entrant may be selected, to be determined in Contest Sponsors' sole discretion.

### **14. SUSPENSION/TERMINATION/MODIFICATION**

Subject to applicable law, the Contest Sponsors 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 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, rain, snow, 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.

#### **15. OWNERSHIP OF ENTRIES**

Subject to the terms contained in Section 17 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.

#### **16. 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 Prize winners (or if an entrant is a Minor, his or her custodial parent or legal guardian) sign, as set out above.

#### **17. 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) 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 Prize winners. Unless consent has been provided by the entrant (or if an entrant is a Minor, his or her custodial parent or legal guardian), 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) except in connection with the Contest and, in the case of the Prize winners, as a

result of entering the Contest and winning the Prizes. To review Contest Sponsors' privacy policy, visit <http://www.ytv.com/privacy-policy>, <http://www.teletoon.com/en/info/privacy> and <http://www.hasbro.com/en-ca/privacy>.

## **18. 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 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 website 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.**

## **19. LIMITATION OF LIABILITY**

By entering the Contest, the entrant (or if an entrant is a Minor, his or her custodial parent or legal guardian) 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) 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 any Prize, or while preparing for, participating in any Contest-related or 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.

## **20. WHERE CONTEST RULES AND REGULATIONS ARE AVAILABLE**

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

## **21. COMPLIANCE WITH CONTEST RULES**

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

## **22. 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.

## **24. 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 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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