

Wal-Mart Canada Corp. Toy Testers 2016

Consent and Release

In connection with the Wal-Mart Canada Corp. Toy Testers Event 2016 (the “**Contest**”) and for the opportunity to participate in Event (as defined below) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. I understand that I have been selected as a potential winner in the Contest and that I must sign this consent and release (“**Consent and Release**”) and provide it to Wal-Mart Canada Corp. (“**Contest Sponsor**”) on the date of the Event in order to be able to participate in the Event as part of the Contest Grand Prize consisting of:
 - Entry for the winner and up to five (5) guests (maximum one (1) adult guest and five (5) children of whom you are the custodial parent or legal guardian) to a Walmart’s Toy Testers Event taking place in Toronto on June 18, 2016 (the “**Event**”)
 - Up to five (5) child sized Official Walmart Toy Tester t-shirts
 - Stickers for up to five (5) children

The estimated retail value of the Grand is CDN\$40.

2. In order to qualify as a Grand Prize winner of the above prize, I must first correctly answer without mechanical aid this mathematical skill-testing question:

Question: $(30 \times 7) \div 5 + 136 - 93 = \underline{\hspace{2cm}}$

3. I represent and warrant that I am a legal resident of Canada over the age of majority in my province/territory of residence and I am the parent or legal guardian of all children who will accompany me to, and participate in, the Event, whose names and ages are as set forth below (collectively, my “**Children**”):

(i) _____

(ii) _____

(iii) _____

(iv) _____

(v) _____

4. I declare that I have read and understood the Contest Rules and that I have complied with, and will continue to comply with, all of the terms and conditions of the Contest Rules and of this Consent and Release
5. I accept the Grand Prize as awarded and confirm that this prize is non-transferable, non-exchangeable and non-reimbursable.
6. I understand and agree that as part of participating in the Event, my Children and I will be required to test and play with various products including, without limitation, toys produced and manufactured by third party vendors (collectively, the “**Toys**”), which Toys will be provided by the Contest Sponsor to us during the Event. My Children and I will be required to answer questions and to provide our opinions and observations of such Toys as, when and where requested by the Contest Sponsor. I agree that any opinions or statements I provide to the Contest Sponsor are made without any payment or promise of payment or benefit in return for making such statements, and shall be my honest opinions and beliefs based on my experience and observations of the use of the Toys and I shall use best efforts to ensure that any statements made by my Children also reflect their honest opinions and beliefs based on their use of and experience with the Toys at the Event.
7. I understand and agree that the Contest Sponsor, YTV Canada Inc (“**The Contest Administrator**”), any of their Affiliates agents, and others working for it or on its behalf may photograph, film and record me and my Children during the Event, and I hereby irrevocably grant to the Contest Sponsor, its agents, and others working for it or on its behalf, their parents, subsidiaries, licensees, successors and assigns and each of their respective directors, officers, agents and employees (the “**Released Parties**”) the unlimited right and permission to (i) photograph, film and record me and my Children at the Event, and (ii) to reproduce, copy, distribute, publish, display, exhibit, exploit, broadcast or otherwise use the resulting photographs, film and recordings, and my and my Children’s name(s), image(s), photograph(s), likeness(es), voice(s), performance(s) biographical information (collectively, our “**Likeness**”) and my and my Children’s written, verbal, and/or video-taped statements (collectively, our “**Statements**”) and any material based thereon or derived therefrom, edited or altered as the Contest Sponsor sees 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 Sponsor and its products and services.

8. I understand that nothing contained herein shall obligate the Contest Sponsor to use the Materials or our Likeness and/or Statements or any of the rights granted herein.
9. I agree that the terms of this Consent and Release shall apply to and be binding on me and my Children and my and their respective heirs, executors, administrators, personal representatives and assigns. I expressly agree that the terms and conditions of this Consent and Release shall apply to both me and my Children and I agree not to revoke this consent during the minority of any of my Children or thereafter.
10. I understand that I will be solely responsible for the safety and actions of myself and my Children at the Event. In furtherance of the foregoing, I assume all responsibility and liability for any loss, injury or damage caused to any persons or property which results from my or my Children's actions or omissions, whether negligent or otherwise, in connection with my or my Children's participation in the Event or the receipt, possession, use or misuse of the Toys.
11. I hereby agree to release and discharge the Released Parties from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable legal fees) (collectively, "**Claims**") whatsoever which I or my heirs, executors, administrators or assigns may have now or in the future, arising out of or in connection with my acceptance of the Grand Prize, my or my Children's participation in the Event, use of the Toys and/or the consent and authorization given by me in this Consent and Release, including, without limitation, the use of the Materials and our Likeness and/or Statements in accordance with the terms hereof, notwithstanding that any such Claim may have been contributed to or occasioned by the negligence of any of the Released Parties. Without limiting the generality of the foregoing, I agree that I shall have no right of inspection or approval, no claim to compensation or benefits (other than as specifically set forth herein) and no claim including, without limitation, claims based upon invasion of privacy, defamation, right of publicity, misappropriation of personality, or any other tort or cause of action arising out of any use (in accordance with the terms hereof), alteration, blurring, distortion or use in composite form of our Likeness, Statements or the Materials. I hereby agree to indemnify and hold harmless the Released Parties from and against any and all Claims arising out of or in connection with the use of my Likeness or the Statements. I also hereby waive any right to enjoin or interfere with the production, distribution or exploitation of any Materials developed hereunder.

12.I acknowledge that none of the Released Parties have offered any warranty, representation or guarantee express or implied relative to any of the Toys, including but not limited to the quality and condition of the Toys and I agree to direct any claim that I or my Children may have relating to the Toys exclusively to the manufacturer of the applicable Toy.

I hereby acknowledge that I have read and understood and agree with all the terms, rights and obligations of this Consent and Release.

Date

Signature

Name (Please Print)

Street Address

City, Province and Postal Code

Telephone Number