

# THE WALMART TOY TESTERS™ EVENT 2015 CONTEST (the “Contest”)

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

### 1. THE CONTEST PERIOD

No purchase necessary to enter or win. A purchase will not increase your chances of winning. The Walmart Toy Testers Event 2015 Contest (The “**Contest**”) begins at 10:30 a.m. Eastern Time (“**ET**”) on June 24, 2015 and concludes at 10:00 a.m. ET on July 6, 2015 (the “**Contest Period**”). The Contest is run by Wal-Mart Canada Corp. (The “**Contest Sponsor**”). For purposes of the Contest, the “**Contest Group**” is composed of the Contest Sponsor together with its affiliates and related companies, including without limitation their parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and their respective officers, directors, employees, agents, and other representatives.

### 2. ELIGIBILITY

The Contest is open to legal residents of Canada, excluding residents of the Province of Quebec, who, have reached the age of majority in the province or territory in which they reside as of the date of entry and who are the custodial parent or legal guardian of at least one child. Employees, directors and officers, independent contractors, representatives and agents of members of the Contest Group, YTV Canada, Inc (the “**Contest Administrator**”), any affiliate (as defined in the *Canada Business Corporations Act*) of the Contest Group and Contest Administrator (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.

### 3. HOW TO ENTER

#### **NO PURCHASE NECESSARY.**

Internet access required. Online entry through the Contest Website (as defined below) only; no other means of submission will be accepted. Although online access and an e-mail 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 e-mail accounts.

To enter the Contest during the Contest Period, visit [www.walmarttoytesters.com](http://www.walmarttoytesters.com) (the “**Website**”) and complete an online Contest registration form in full including your name, postal code, email, and phone number. Entrants must also provide with the child’s name, age, and gender (up to 5 children) of whom you are a custodial parent or legal guardian as well as select your preferred session time, in order of preference. Failure to complete the form may result in disqualification to be determined in Contest Sponsor’s sole discretion.

**NOTE: Only one (1) entry per household during the Contest Period is 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 use: (i) more than one (1) email address during the Contest Period; and/or (ii) multiple names, or identities to enter the Contest; then (in the sole and absolute discretion of the Contest Sponsor) 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 Sponsor.

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 Sponsor receives more than the permitted number of entries, the Contest Sponsor reserves the right to void and destroy any entries from that entrant, and that entrant may, at the sole discretion of the Contest Sponsor, 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 Sponsor's and/or third party website.

#### **4. WINNER SELECTION**

On July 6, 2015 at 12:00 p.m. ET at the Toronto office of Traffik Group, six hundred (600) entrants will be randomly selected as the potential winners of the Grand Prizes, as described below.

Selected entrants will be notified by email within approximately twenty-four hours of the draw at the email address provided by the entrant at the time of entry. The Contest Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email. Potential Grand Prize winners found to be ineligible, decline to accept a Grand Prize, who are unable to be contacted (including failing to return emails) within one (1) business day of notification, or who are unable to confirm attendance to the Event (as defined below) by July 7, 2015 at 11:59 p.m., may be required to forfeit that Grand Prize and another eligible entrant may be selected in Contest Sponsor's sole discretion.

Each potential Grand Prize winner will also be required to complete and return to the Contest Sponsor (or its authorized agent or Contest Administrator) on the date of the Event (as defined below) a written declaration and release form, releasing the Contest Sponsor, Contest Administrator, the independent contest judging organization, their respective parent, related and affiliated companies, advertising and promotional agencies, participating retailers, and all of their respective directors, officers, owners, partners, shareholders, employees, agents, representatives, successors and assigns from any liability in connection with this Contest or the

use or misuse or possession of any prize or attendance at the Event. Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within five (5) business days of first attempt by the Contest Sponsor/Contest Administrator or Contest Sponsor's agent, failure to provide proof of eligibility or release documents (if requested), or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Contest Rules may result in disqualification, forfeiture of the prize and, at Contest Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited Grand Prize, who will be subject to disqualification in the same manner.

## 5. THE GRAND PRIZES AND GRAND PRIZE VALUES

There are six hundred (600) Grand Prizes to be won. Each Grand Prize consists of the following:

- 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 July 11, 2015 (the "**Event**")
- Up to five (5) child sized Official Walmart Toy Tester t-shirts
- Stickers for up to five (5) children

**Note:** TRAVEL TO THE EVENT IS NOT INCLUDED.

Approximate retail value of each Grand Prize is \$40 CAD.

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

## 6. DEADLINE FOR CLAIMING THE 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 Sponsor of his/her inability to claim their Grand Prize before the deadline, as instructed, may be required to forfeit their Grand Prize and another eligible entrant may be selected in Contest Sponsor's sole discretion.

## 7. GRAND PRIZE CONDITIONS

- a) All incidental costs and expenses not specifically referred to herein as part of the Grand Prize description, including but not limited to transportation to and from the Event, meals, parking and souvenirs, or items of a personal nature (the "**Expenses**") are the sole responsibilities of the Grand Prize winners (and/or guest(s) where applicable). All Grand 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 Sponsor. The Grand Prize winners (and/or guests where applicable) shall not seek reimbursement for the Expenses from the Contest Sponsor.

- b) Selected Grand Prize winners must bring at least one guest who is a child to the Event, and must be the custodial parent or legal guardian of all guest child(ren).
- c) Grand Prize winners are responsible for their child(ren) at all times during the Event. Grand Prize winners agree to comply with the instructions of Event coordinators, including without limitation regarding the conduct of their child(ren).
- d) The Event will be filmed, and winners and their child(ren) may be photographed, filmed, and/or recorded. By accepting a Grand Prize, winners 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 for purposes of advertising and trade substantially in the form attached to these rules and regulations as Schedule 1 (the "Release Form").

## 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

The Contest Sponsor or Contest Administrator makes no representation or offers any warranty, express or implied, as to the quality or fitness of a Grand Prize awarded in connection with the Contest. Grand Prize winners understand and acknowledge that they may not seek reimbursement or pursue any legal or equitable remedy from the Contest Sponsor, Contest Administrator other members of the Contest Group 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 must:

- a) correctly answer, unaided, a time-limited skill-testing mathematical question after two (2) attempts in person at the Event; and
- b) sign the Release Form or another standard form Declaration and Release of Liability (as determined by the Contest Sponsor in its sole discretion) 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 Sponsor, the Contest Administrator, the Affiliates and Contest Group (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 in person at the event and (b) return of the fully executed Release Forms to the email or fax number, or in person at the Event 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 Sponsor in their sole and absolute discretion. The Contest Sponsor reserves the right, in their sole discretion, to substitute and/or modify a Grand Prize, or prize portion, with (a) prize(s) of equal or greater value for any reason. Should a Grand Prize winner be unable to claim his/her Grand Prize or prize portion as awarded, his/her rights to that Grand Prize or prize portion will be forfeited and another entrant may be selected, to be decided in Contest Sponsor’s sole discretion.

#### **12. SUSPENSION/TERMINATION/MODIFICATION**

The Contest Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Contest Sponsor's sole opinion, any factor interferes with its proper conduct as contemplated by these Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Contest Sponsor, corrupt or affect the administration, security, fairness,

integrity or proper conduct of this Contest, the Contest Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Contest Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

#### 13. **OWNERSHIP OF ENTRIES**

Subject to the terms contained in Section 15 below, all entries shall become the property of the Contest Sponsor. The Contest Sponsor and 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 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 Sponsor and its authorized agents, without any obligation, notice, payment or compensation. Such consent shall also be included in the Release Form that the Grand Prize winners 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 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, no correspondence will take place between the Contest Sponsors and the entrants except in connection with the Contest and, in the case of the Grand Prize winners, as a result of entering the Contest and winning the Grand Prizes. To review Contest Sponsors' privacy policy, visit [http://i.walmartimages.ca/img/help/wm\\_privacy\\_statement\\_en.pdf](http://i.walmartimages.ca/img/help/wm_privacy_statement_en.pdf)

#### 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 Group that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or Grand Prizes. The Contest Sponsor further reserves the right to disqualify, from this Contest and future contests of the Contest Sponsor, any individual who tampers with or in any way corrupts the entry process. The Contest Sponsor may prohibit an entrant from

participating in the Contest, future contests of the Contest Sponsor and/or winning a prize(s) if, in the Contest Sponsor's sole discretion, the Contest Sponsor determines 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 Group's 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 Sponsor reserves 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 agrees that the Releasees shall have no liability and shall be held harmless by the entrant 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**

These Contest Rules are available online at the Website

#### 19. **COMPLIANCE WITH CONTEST RULES**

All entrants agree to abide by the Contest Rules, which are subject to change at the sole discretion of the Contest Sponsor.

#### 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. **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 Sponsor (or its authorized agents) 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 Sponsor has 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 Website 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.

To review the Contest Administrator's privacy policy, visit <http://www.ytv.com/privacy-policy>

## Schedule 1

### Form of Release

# Wal-Mart Canada Corp. Toy Testers 2015

## Consent and Release

In connection with the Wal-Mart Canada Corp. Toy Testers Event 2015 (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 July 11, 2015 (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