

YTV NINTENDO SWITCH CONTEST RULES

THE YTV NINTENDO SWITCH CONTEST (THE “**CONTEST**”) WILL BE CONDUCTED IN CANADA ONLY (EXCLUDING QUÉBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. ENTRANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY.

1.1 To be eligible for this Contest, an individual must:

- (a) be a legal resident of Canada (excluding the province of Québec);
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry;
- (c) be legally able to travel to Toronto, Ontario (the “**Destination**”); and
- (d) if selected as potential Winner (as defined in Section 4.1 below) be willing and able to participate in the Prize (as defined in Section 4.1 below) between November 1, 2019 and November 3, 2019.

1.2 The following people are not eligible to enter the Contest:

- (a) Employees of YTV Canada Inc., its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively “**Corus**”);
- (b) Employees of Nintendo of Canada Ltd., its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Nintendo**”);
- (c) Employees of Craft Public Relations, its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Craft**”), advertising and promotional agencies;
- (d) Any person who has been confirmed as a winner of two (2) Corus administered contests within six (6) months preceding the Contest start date indicated below; and
- (e) The household members of any of the parties listed in Section (a) to (d) above.

1.3 Corus shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Corus for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Corus reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply information that does not meet these requirements.

2. **CONTEST PERIOD.** The Contest begins at 12:00 a.m. Eastern Time (“ET”) on September 30, 2019 and ends at 11:59 p.m. ET on October 20, 2019 (the "**Contest Period**") after which time the Contest will be closed and no further entries shall be accepted.

3. **HOW TO ENTER.**

3.1 There is no purchase necessary to enter the Contest. To enter, complete and submit the entry form located at www.ytv.com/nintendoswitch (the "**Contest Microsite**"). No entries will be accepted by any other means.

3.2 Limit of one (1) entry per e-mail address during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.

3.3 All entries, become the sole property of Corus and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.

3.4 Entries received shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide Corus with proof that they are the authorized account holder of the e-mail address associated with their entry.

4. **PRIZES.**

4.1 There are four (4) prizes (each, a “**Prize**”, collectively the “**Prizes**”) available to be won by the Prize winners (each a “**Winner**”, collectively the “**Winners**”) each consisting of a trip for three (3) to the Destination which shall include:

- (a) Round-trip economy airfare (or alternative transportation pursuant to Section 5.4 below) for the Winner and two (2) guests (each a “**Guest**”, collectively the “**Guests**”) leaving together from the same gateway, on the same itinerary, from a major Canadian airport located near the Winner’s home, as determined by Corus in its sole discretion, to the Destination;
- (b) Two (2) nights hotel accommodation at a hotel to be selected by Corus in its sole discretion for the Winner and Guests based on triple occupancy unless otherwise indicated (the “**Hotel**”);
- (c) Three (3) tickets to a Nintendo event taking place on November 2, 2019 (the “**Event**”);
- (d) Round-trip ground transportation for the Winner and Guests between the airport and the Hotel and the Hotel and the Event at the Destination (as applicable);
- (e) Four hundred Canadian dollars (CDN\$400.00) spending money to be provided in pre-paid credit cards or as determined by Corus in its sole discretion; and

- (f) One (1) Nintendo Switch system, one (1) Nintendo Switch Lite system, four (4) Nintendo Switch games (as determined by the prize provider, in its sole discretion but may include Luigi's Mansion 3, The Legend of Zelda: Link's Awakening, Pokémon Sword, and Pokémon Shield) and two (2) additional Joy-Con controllers.

4.2 Each Prize has an approximate value of five thousand Canadian dollars (CDN \$5,000.00). Actual value of Prize will depend on departure city.

4.3 Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

4.4 Corus, Craft and/or a Corus's representative will contact the Winners to coordinate the provision of the Prizes within two (2) days once such Winners have been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

5.1 All bookings and/or reservations are subject to availability at time of booking. Winners and their Guests must be available to participate in the Prize from November 1, 2019 through November 3, 2019, including being at the Event from 9:00 a.m. ET to 11:30 a.m. ET on November 2, 2019. Should Winners and/or Guests be unable to participate on the dates and times designated by Corus, the Prize will be forfeited and awarded to an alternate winner.

5.2 Winners and Guests will be responsible for any other expense not explicitly included in the Prize including but not limited to transportation to and from originating airport, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes, gratuities, telephone calls, and in-room charges. Winners may be required to present a valid major credit card upon check-in at the Hotel to cover any expenses over and above the standard room charge.

5.3 If the Event is cancelled for any reason whatsoever, that portion of the Prize shall be deemed fulfilled and will not be substituted, except in the sole discretion of Corus.

5.4 If a Winner lives within a two hundred kilometer (200 km) radius of the Destination the Prize will not include airline travel to and from the Destination. Alternative transportation may be awarded, as determined by Corus in its sole discretion.

5.5 Guests must be legally able to travel to the Destination and have any and all necessary documentation as may be required for presentation to airport personnel. Any Guest who is the age of majority and the parent or legal guardian of any Guest who is a minor, shall sign and return the Release (as defined in Section **Error! Reference source not found.** below).

5.6 Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Corus. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and Corus shall have no obligation to provide either an alternative or value-in-kind. Corus reserves the right, in its sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

5.7 Shipped Prizes shall not be insured and Corus shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

6.1 Four (4) Winners shall be selected as follows:

- (a) On or about October 21, 2019 in Toronto, Ontario, four (4) entrants will be selected by a random draw from all eligible entries received during the Contest Period. Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by Corus. Before being declared a Winner, each selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and to sign and return the Release.
- (b) EACH SELECTED ENTRANT WILL BE NOTIFIED BY E-MAIL NO LATER THAN OCTOBER 21, 2019 AT 5:00 P.M. ET AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive a Prize and another entrant may be selected in Corus' sole discretion until such time as an entrant satisfies the terms set out herein. Corus is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for Corus to receive a selected entrant's response.
- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

7. **RELEASE.** Potential Winners, any Guest who is the age of majority and the parent or legal guardian of any Guest who is a minor, will be required to execute a legal agreement and release ("**Release**") that confirms each potential Winners' and Guests': (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of Corus and its respective parent companies, Nintendo, Craft and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to Corus of the unrestricted right, in Corus' discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, exhibit, distribute, adapt and otherwise use or re-use the Winners' and Guests' name, statements, image, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

- 8. INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases, indemnifies and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify the Releasees from any and all claims made by third parties relating to the entrant's participation in the Contest, without limitation.
- 9. LIMITATION OF LIABILITY.** Corus assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. Corus is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. Corus assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including reasons beyond the control of Corus, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Microsite.
- 10. CONDUCT.** By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted at the Contest Microsite and made available throughout the Contest Period. Each entrant further agrees to be bound by the decisions of Corus, which shall be final and binding in all respects. Corus reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Microsite or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Corus property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass Corus or any other person. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST MICROSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CORUS RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.** Winners and Guests must at all times behave appropriately when taking part in the Prize and comply with the Contest Rules and any other rules or regulations in force at the Hotel, the Event and/or any other Prize-related locations. Corus reserves the right to remove from the Hotel, the Event and/or any other Prize-related locations, any Winners and/or Guests who break such rules and/or fail to behave appropriately and to disqualify such Winners and/or Guests. Any disqualified Winners and/or Guests will forfeit any un-awarded elements of the Prize.

11. PRIVACY / USE OF PERSONAL INFORMATION.

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

11.2 Corus will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with Corus’ Privacy Policy at: <http://www.corusent.com/privacy-policy/>.

12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by Corus and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

13. TERMINATION. Corus reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

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

15. DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

16. SOCIAL MEDIA. This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, comments or complaints regarding the Contest must be directed to Corus.

Nintendo is not a sponsor, co-sponsor or administrator of this Contest.