

## THE TD BIG FUN BOOKS IN MOTION CONTEST RULES

THE TD BIG FUN BOOKS IN MOTION CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY (EXCLUDING QUEBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS 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 IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

**1. ELIGIBILITY.** To be eligible for this Contest, an individual must:

- (a) be a legal resident of Canada; and
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry.

Employees of YTV Canada, Inc. (together with its parent, affiliates, subsidiaries, related companies, successors and assigns, collectively “**Corus**”), The Toronto-Dominion Bank and its affiliates, subsidiaries, related companies, successors and assigns (collectively “**TD**”) related advertising and promotional agencies, the household members of any of the above and 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 are not eligible to enter.

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 untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2. CONTEST PERIOD.** The Contest begins at 12:00 a.m. Eastern Time (“**ET**”) on July 5, 2017 and ends at 11:59 pm. ET on August 20, 2017 (the “**Contest Period**”) after which time the Contest will be closed and no other entries shall be accepted.

**3. HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest. To enter, complete and submit the entry form located at [www.bigfunbooksinmotion.com](http://www.bigfunbooksinmotion.com) (the “**Contest Website**”). No entries will be accepted by any other means.
- (b) Limit of one (1) entry per person, per e-mail address, per day during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- (c) 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.

- (d) Entries received online 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.**

- (a) **Weekly Prizes.** There are six (6) weekly prizes (the "**Weekly Prizes**") available to be won by the Weekly Prize winners (the "**Weekly Prize Winners**") each consisting of a reading prize pack with various books and related materials,
- (b) **Grand Prize.** There is one (1) grand prize (the "**Grand Prize**") available to be won by the Grand Prize winner (the "**Grand Prize Winner**") consisting of a reading prize pack with various books, exact contents to be determined by Corus in its sole discretion. The Grand Prize has an approximate value of two hundred Canadian dollars (CDN \$200.00).
- (c) Grand Prize and Weekly Prizes are hereafter collectively referred to as "Prize" or "Prizes". Grand Prize Winner and Weekly Prize Winners are hereafter collectively referred to as a "Winner" or "Winners".
- (d) Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (e) Corus and/or Corus' representatives will contact the Winner(s) to coordinate the provision of the Prizes within ten (10) business days once such Winners have been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

#### 5. **PRIZE CONDITIONS.**

- (a) Winners will be responsible for any other expense not explicitly included in the Prize.
- (b) 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 their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (c) Shipped Prizes shall not be insured and Corus shall not assume any liability for lost, damaged or misdirected Prizes.

#### 6. **WEEKLY PRIZE WINNER SELECTION.**

Six (6) Weekly Prize Winners shall be selected as follows:

- (a) Each Wednesday during the Contest Period, beginning on Wednesday, July 5, 2017 and

ending on Wednesday, August 23, 2017 one (1) entrant will be selected by a random draw as the potential Weekly Prize Winner from all eligible entries received to date during the Contest Period. Each entrant shall be eligible to win only one (1) Weekly Prize. Weekly Prize Winners are eligible to win the Grand Prize. The odds of being selected as a potential Weekly Prize winner are dependent upon the number of eligible entries received to date by Corus.

- (b) Before being declared a Weekly Prize 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 sign and return the Release (described below).

## 7. GRAND PRIZE WINNER SELECTION.

One (1) Grand Prize Winner shall be selected as follows:

- (a) On or about Wednesday, August 23, 2017 one (1) entrant will be selected by a random draw as the potential Grand Prize Winner from all eligible entries received to date during the Contest Period. The odds of being selected as a potential Grand Prize winner are dependent upon the number of eligible entries received to date by Corus.
- (b) Before being declared a Grand Prize 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 sign and return the Release (described below).

## 8. WINNER SELECTION GENERAL

- (a) EACH SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN 10:00 A.M. ET ON THE THURSDAY FOLLOWING THE DATE THEY HAVE BEEN SELECTED 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 the 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.
- (b) 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.

- 9. **RELEASE.** Potential Winners will be required to execute a legal agreement and release ("**Release**") that confirms potential Winners': (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of Corus, TD 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’ collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner’s and Guest’s 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.

10. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases 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 Releasees from any and all claims by third parties relating to the entrant’s participation in the Contest, without limitation.
11. **LIMITATION OF LIABILITY.** Corus assumes 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 for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Corus assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those 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 Website.
12. **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 Website 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 Website 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 WEBSITE 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.

**13. PRIVACY / USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, each entrant: (i) grants to Corus the right to use his/her name, 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 Corus in connection with any of the activities listed in (i) and (ii) above.
- (b) 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 the Corus Privacy Policy at: <https://www.ytv.com/privacy-policy>

**14. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by Corus, TD 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.

**15. TERMINATION.** Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, 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.

**16. 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.

**17. LANGUAGE 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. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.

**18. FOR RESIDENTS OF QUEBEC.** Any litigation respecting the conduct or organization of a

publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

19. **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, including but not limited to Facebook and/or Twitter. Any personal information provided in connection with the Contest is being provided to Corus and any questions, comments or complaints regarding the Contest must be directed to Corus.