# YOU COULD WIN A SHIMANO PRIZE PACK

#### OFFICIAL CONTEST RULES

The You Could Win a Shimano Prize Pack contest (the "Contest") is intended to be conducted in Canada only and shall be construed and evaluated according to applicable Canadian law. No purchase is necessary to participate. Participants must have reached age of majority in their province/territory of residence 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").

- **SPONSOR.** The Contest sponsor is Canadian Tire Corporation, Limited ("CTC" or the "Sponsor") with its head office located at 2180 Yonge Street, Toronto, Ontario M4P 2V8.
- **2. ELIGIBILITY.** To be eligible for this Contest, an individual must:
  - (a) be a legal resident of Canada; and
  - (b) have reached the age of majority in his/her province/territory of residence,

all at the time of entry.

Employees and their immediate families (including those with whom they are domiciled) of Sponsor, Canadian Tire Associate Dealers, Shimano Canada LTD ("Shimano"), and each of their respective subsidiaries, affiliates, directors, officers, governors, agents, their advertising and promotional agencies (collectively, the "Releasees") are not eligible to enter the Contest. For purposes of this Contest, "immediate family members" shall include the mother, father, brothers, sisters, daughters, sons, partner or spouse of an individual (regardless of where any such "immediate family member" resides).

The Sponsor 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. Any information and/or material submitted by you pursuant to this Contest must be truthful, complete, accurate and in no way misleading. The Sponsor 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.

- 3. CONTEST PERIOD. The Contest starts at 9:00 a.m. Eastern Time ("ET") on April 2, 2015 and ends at 11:59 p.m. ET on September 1, 2015 (the "Contest Period"), after which time the Contest will be closed and no further Entries (defined below) shall be accepted.
- **4. HOW TO ENTER. NO PURCHASE NECESSARY.** There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No Entries will be accepted by any other means. For the purposes of this Contest and these Contest Rules, an Entry shall include the Photo, the Story and the Entry Form, as each term is defined herein.
  - (a) Take a photograph (the "**Photo**") of yourself with your "catch of a lifetime" (the biggest fish you ever caught). We also want to hear the details about your "catch of a lifetime" so type-write a paragraph (up to a maximum of one hundred (100) words) explaining your experience (the "**Story**"). Unless otherwise noted, the Photo and the Story are hereinafter collectively referred to as the "Submission". Before sending us your Submission for consideration in this Contest, be sure it complies with the Submission Guidelines (defined below).
  - (b) To enter during the Contest Period, email us your Submission to <a href="mailto:theoutsider@cantire.com">theoutsider@cantire.com</a> together with the following subject matter: ENTER ME IN THE SHIMANO PRIZE PACK CONTEST and include your first and last name, mailing address and your daytime telephone number (the "Entry Form"). Upon receipt by Sponsor, you will receive one (1) entry (each an "Entry" and collectively, the "Entries") in to the Contest.
  - (c) By submitting a Submission, you agree that your Submission conforms to the Submission Guidelines

(defined below) and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Submission Guidelines and/or these Contest Rules.

- (d) Entries must be completed and submitted by the entrant him/herself. <u>Limit</u> one (1) Entry per person during the Contest Period.
- (e) Entries must be received during the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize (defined below).
- (f) 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. Each winner may be required to provide the Sponsor with proof that the winner is the authorized account holder of the e-mail address associated with the winning Entry.

## 5. SUBMISSION GUIDELINES (the "Submission Guidelines"):

#### Photo

- must be in .jpg, .pdf, png, or .gif format;
- must not exceed 3 MB in size; and
- must not include anyone other than the entrant him/herself, without his/her prior permission.

### Story:

- must be type-written; and
- must not exceed one hundred (100) words.

#### All Submissions:

- all required rights and consents in connection with the Submission must be obtained by the entrant
- must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- must not disparage Sponsor or any other person or party affiliated with the Contest;
- must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous;
- must not contain material that (i) promotes bigotry, racism, hatred or harm against any group or individual; or (ii) promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any province where the Submission is created.
- **6. PRIZES.** There are eight (8) prizes (each a "**Prize**" and collectively, the "**Prizes**") available to be won, each consisting of a prize pack containing the following fishing accessories:
  - Shimano Curado Baitcasting Reel (Right or Left Hand)
  - Shimano Stradic 2500FJ Spinning Reel
  - Shimano Crucial Casting Rod
  - Shimano Clarus Spinning Rod
  - Shimano Baltica Medium Tackle Bag
  - Power Pro Slick Fishing Line 150 Yard Spool (2 spools)
  - (a) The approximate retail value ("ARV") of each Prize is eight hundred and eighty-five dollars (\$885 CDN). Winner is not entitled to monetary difference between actual Prize value and stated ARV, if any.

- (b) Prizes may not be exactly as shown in promotional materials. Colour, style and other specifics of Prizes are determined by Sponsor, in its sole and absolute discretion.
- (c) Each Prize will be delivered to winner within approximately three (3) to four (4) weeks after winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- (d) Each Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Sponsor reserves the right, in its and its sole and absolute discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason, without liability.

#### 7. WINNER SELECTION, NOTIFICATION AND PRIZE CLAIM CONDITIONS.

- (a) At approximately 10:00 a.m. ET on September 3, 2015 (the "**Draw Date**") in Toronto, Ontario, Sponsor will conduct a random draw from among all eligible Entries received during the Contest Period to select eight (8) potential winners. Potential winners will be contacted by email and/or telephone (the "**Notification**") within three (3) days after the Draw Date at the email address and/or telephone number provided by the potential winner at entry, with further instructions on how to claim the Prize. Please check your email and spam filters. Sponsor must receive an email and/or telephone response from the potential winner, at the email address and/or telephone number provided by Sponsor in the Notification, within three (3) days of such Notification. If Sponsor is unsuccessful in reaching the potential winner, for any reason whatsoever, the potential winner will be disqualified and Sponsor may (but is not obligated to) select another entrant (until such time as an entrant satisfies the terms set out herein) or cancel the Prize, all at Sponsor's sole and absolute discretion. Sponsor is not responsible for the failure for any reason whatsoever of the potential winner to receive the Notification or for Sponsor to receive the potential winner's response.
- (b) The odds of being selected as a potential winner depend on the total number of eligible Entries received by the Sponsor during the Contest Period. Before being declared a winner, the selected entrant shall be required to: (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by telephone; and (ii) sign and return the Confirmation and Release (defined below).
- (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 selected entrants after the Contest's closing date to award the correct number of Prizes.
- **RELEASE.** Each potential winner will be required to execute a legal agreement and release ("Confirmation and Release") that confirms potential winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Releasees from and against any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest and/or Prize related activity or the acceptance, use, misuse, or delivery of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of the Prize or any other 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 the Sponsor the unrestricted right, in the Sponsor's individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the winner's name, photograph, 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 Confirmation and Release must be promptly returned to Sponsor within the timeframe required or the selected entrant may be disqualified and not eligible to win the Prize.

- **9. OWNERSHIP** / **INTELLECTUAL PROPERTY.** By participating in this Contest and submitting a Submission, entrant:
  - (a) acknowledges, represents and warrants that the Submission: (i) does not contain any material that is libelous, defamatory, profane or obscene and does not violate any laws relating to hate speech or otherwise; (ii) is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Submission or any part thereof and all right, title, and interest (including copyright) therein and thereto and is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsor to use the Submission as contemplated by these Contest Rules; and (iii) does not infringe upon the intellectual property or other statutory or common law rights of any third party;
  - (b) assigns to the Sponsor all of entrant's right, title and interest, including copyright in and to the Submission, throughout the world in perpetuity. For greater certainty, the entrant acknowledges that, as a result of this assignment, the Sponsor will have the exclusive and perpetual right to exploit the Submission in any media now known or later developed in whatever ways the Sponsor may determine in its sole discretion and to authorize others to do so. This includes, but is not limited to, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the Submission, in whole or in part and to edit, add to, or modify the Submission in any way, all without further obligation or compensation of any kind to the entrant. By submitting the Submission, the entrant waives of all of its so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the Submission. Upon request by the Sponsor, the entrant agrees that it shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as many reasonably be necessary or desirable to give effect to the assignment of the entrant's rights in the Submission; and
  - (c) agrees that all of Sponsor's intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations used in relation to his Contest are owned by the Sponsor and/or its 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.
- 10. INDEMNIFICATION BY ENTRANT. By entering the Contest, entrant releases and holds Releasees harmless from and against 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 acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, including without limitation any claims of infringement of rights to copyright, privacy and/or personality.
- 11. LIMITATION OF LIABILITY. Sponsor assumes no responsibility or liability for: (a) lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete Entries, notifications, responses, replies or any Confirmation and Release, (b) 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, (c) 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, (d) 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, (e) any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing, (f) any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. Sponsor 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 the Sponsor, 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 or the Contest Website.

12. CONDUCT. By participating in the Contest, each entrant agrees to be bound by the Contest Rules. Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor 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; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online CTC property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Caution: Any attempt to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor 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, entrant: (i) grants to the Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the winner; (ii) grants to the Sponsor the right to use his/her Personal Information for administrative, 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 the Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) and (ii) above.
- (b) The Sponsor 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 CTC Privacy Policy at: http://www.canadiantire.ca/en/customer-service/privacy-policy.html

CTC's Privacy Policy not only outlines its commitment to safeguarding Personal Information, but it also details how to opt-out of receiving marketing communications.

- **TERMINATION.** Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, Sponsor 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.
- 15. 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 the Sponsor. 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 the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions 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.
- 16. DISCREPANCIES. 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 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.
- 17. 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.

