

Canadian Tire Give and Win Contest

OFFICIAL CONTEST RULES

The Canadian Tire Give and Win Contest (the “Contest”) is intended to be conducted in Canada (excluding the province of Quebec) and shall be construed and evaluated according to applicable Canadian law. Participants must be 18 years of age or older in their province or 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”).

1. SPONSOR: The Contest sponsor is Canadian Tire Corporation, Limited (“CTC” or the “Sponsor”) with its head office located at 2180 Yonge Street, Toronto, Ontario Canada, Station K M4P 2V8. This Contest is also administered by the Sponsor. This Contest is in no way sponsored, administered, endorsed by or associated with Facebook, Inc. Any questions, comments or complaints must be directed to the Sponsor, and not to Facebook, Inc.

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

- (a) be a legal resident of Canada (excluding Quebec)
- (b) be 18 years of age or older at the time of entry; and
- (c) have a valid Facebook account.

Employees of the Sponsor, its affiliates, subsidiaries, related companies, advertising and promotional agencies, and the immediate family members and household members of any of the above, are not eligible to participate in the Contest.

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. All personal and other information requested by and supplied to the Sponsor for the purpose of the 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 begins on Friday November 18th, 2016 at 9:00 a.m. Eastern Standard Time (“EST”) and ends on Sunday December 18th, 2016 at 12:00 a.m. 11.59 PM EST (the “Contest Period”) after which time the Contest will be closed and no further entries shall be accepted.

4. HOW TO ENTER.

- (a) 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.

- (i) Starting on November 18th on Canadian Tire's Facebook page, Canadian Tire will post a video featuring one (1) of eleven (11) featured WOW gifts (each a "Post" collectively "Posts")_with the statement, "Tell us who you would give this "Wow" Gift to and you could win it!" (the "Entry" collectively "Entries") To officially enter, a contestant must reply to the post by writing a comment and answering the question: "who would you give this WOW Gift to?"
- (ii) The posting schedule is as follows each at 9:00 a.m. respectively;
 - (a) November 18th - Philips Smoke-less Indoor BBQ-Grill
 - (b) November 22nd - MotoMaster Eliminator Compact Jump Starter
 - (c) November 25th - Cuisinart Vertical Waffle Maker
 - (d) November 29th - KitchenAid Mini Stand Mixer
 - (e) December 2nd - Dyson Pro Canister Vacuum
 - (f) December 4th - MAXIMUM 168pc Socket Set
 - (g) December 7th - Razor E90 Electric Scooter
 - (h) December 9th - Air Hogs Star Wars Death Star Battle
 - (i) December 11th - Disney Princess/Frozen Toddler Dolls
 - (j) December 14th - WORX 4V Semi-Automatic Screwdriver
 - (k) December 16th - Nerf Mega Mastadon
- (iii) Canadian Tire, on the dates outlined above, will post one (1) new video of a WOW Gift until all 11 videos have been posted. Once a new video is posted the previous Post will be considered closed and entries will no longer be accepted.
- (iv) For each Post, ten (10) entrants will be randomly selected as potential winners for one (1) of the WOW Gifts that they have posted under. Each entrant is only eligible to win one (1) Prize regardless of Post entry.
- (v) Limit of one (1) Entry per person per gift from a valid Facebook account. Creation and use of multiple or alias Facebook accounts in order to exceed the limits on Entries permitted by these Rules may result in the disqualification of all Entries from such accounts as well as disqualification of the entrant. In the event of a dispute regarding who submitted an Entry, the authorized subscriber of the Facebook.com account used to participate in the Contest at the time of entry will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned a facebook.com account that can be verified by Sponsor. Note that if a Facebook account is set to "protected mode," updates/responses/replies may not be visible in Sponsor's inbox and thus may not be received by Sponsor unless the entrant has previously consented to permit Sponsor to see his/her Facebook updates. If an entrant opts to use Facebook via a wireless mobile device (which is not required to enter the Contest), standard text messaging and/or data rates may apply for each message sent or received from the handset according to the terms and conditions of the service agreement with the wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on an entrant's mobile phone bill or be deducted from his/her prepaid account balance. Wireless carriers' rate plans may vary, and entrants should contact their wireless carrier for more information on messaging rate plans and charges relating to participation in this Contest. Participation in this Contest by mobile device means that an entrant understands that he/she may receive communications by mobile device relating to this Contest, should the entrant be selected as a potential winner, which may be subject to charges

pursuant to his/her carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas.

- (b) By participating in this Contest, entrant acknowledges, represents and warrants that: (i) the Entry 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) the Entry is an original Entry, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Entry or any part thereof and that 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 Entry as contemplated by these Contest Rules; (iii) the Entry does not infringe upon the intellectual property or other statutory or common law rights of any third party; and (iv) if applicable, any minor shown in the Entry and the submission of the Entry is made with the consent of a parent and/or legal guardian of such minor.
- (c) You agree that the Sponsor may, at any time, edit, modify or remove the Entry, in whole or in part, and may disqualify an entrant from the Contest if the Sponsor believes, in its sole discretion, that the entrant has breached any of the representations and warranties made above including, without limitation, on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech.
- (d) Each entrant is only eligible to receive one (1) entry per Post from a valid Facebook account into the Contest during the Contest Period.
- (e) All Entries become the sole property of the Sponsor and none will be returned for any reason. By submitting the Entry, the entrant assigns to the Sponsor all of entrant's right, title and interest, including copyright, in and to the Entry, 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 Entry 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 Entry, in whole or in part and to edit, add to, or modify the Entry in any way, all without further obligation or compensation of any kind to the entrant. By submitting the Entry, the entrant waives all of its so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the Entry. 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 Entry.
- (f) 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. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.

- (g) This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook. Entrants are providing their information to the Sponsor and not to Facebook except as provided within the Facebook Terms of Service and Facebook Rules. Any entrant with questions, comments or complaints regarding the Contest must contact (1-866-746-7287) for assistance.

5. **PRIZES.**

- (a) The prizes are hereafter referred to as “Prize” or “Prizes.” Prize winners are hereafter referred to as a “Winner” or “Winners.”
- (b) There are one hundred and ten (110) prizes available to won by one hundred and ten (110) Winners consisting of the following
- i. Ten (10) Phillips Smoke-less BBQ’s each with an approximate retail value (“ARV”) of three hundred and ninety nine dollars (\$399.99 CDN).
 - ii. Ten (10) Cuisinart Vertical Waffle Makers each with an ARV of one hundred and forty nine dollars (\$149.99 CDN)
 - iii. Ten (10) KitchenAid Mini Stand Mixers each with an ARV five hundred and forty nine dollars (\$549.99 CDN)
 - iv. Ten (10) Dyson DC37 Multi Floor Pro Canister Vacuums each with an ARV of three hundred and ninety nine dollars (\$399.88 CDN)
 - v. Ten (10) Razor E90 Electric Scooters each with an ARV of two hundred and fifty nine (CDN \$259.99).
 - vi. Ten (10) Air Hogs Star Wars Death Star Battle each with an ARV of one hundred and forty nine dollars (\$149.99 CDN)
 - vii. Ten (10) Disney Princess/ Frozen Toddler Dolls each with an ARV of fifty nine dollars (\$59.99 CDN).
 - viii. Ten (10) Nerf Mega Mastodons each with an ARV of one hundred and nineteen dollars (\$119.99 CDN)
 - ix. Ten (10) MAXIMUM 168pc Socket sets each with an ARV of two hundred and ninety nine dollars (\$299.99 CDN)
 - x. Ten (10) WORX 4V Semi-Automatic Screwdrivers each with an ARV of forty nine dollars (\$49.99)
 - xi. Ten (10) MotoMaster Eliminator Jump Starters each with an ARV of one hundred and ninety nine dollars (\$199.99 CDN)
- (c) Winners are not entitled to monetary difference between actual Prize value and stated approximate retail value of the Prize, if any.
- (d) Each entrant is only eligible to win one (1) Prize regardless of Post entry.
- (e) Prizes will be distributed within Fifteen (15) business days after each Winner has been successfully contacted, notified of his/her Prize and fulfilled the requirements set out herein.
- (f) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsor reserves the right, in its and

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.

- (g) The Sponsor shall not assume any liability for lost, damaged or misdirected Prizes.

6. **WINNER SELECTION.**

One hundred and ten (110) Prize Winners shall be selected as follows:

- (a) On each of the following dates ten (10) potential Winners will be selected by a random electronic draw from all eligible entries received during the Contest Period.
 - i. November 22nd - Philips Smokeless Indoor BBQ-Grill
 - ii. November 25th - MotoMaster Eliminator Compact Jump Starter
 - iii. November 29th - Cuisinart Vertical Waffle Maker
 - iv. December 2nd - KitchenAid Mini Stand Mixer
 - v. December 5th - Dyson Pro Canister Vacuum
 - vi. December 7th - MAXIMUM 168pc Socket Set
 - vii. December 9th - Razor E90 Electric Scooter
 - viii. December 12th - Air Hogs Star Wars Death Star Battle
 - ix. December 14th - Disney Princess/Frozen Toddler Dolls
 - x. December 16th - WORX 4V Semi-Automatic Screwdriver
 - xi. December 19th Nerf Mega Mastadon
- (b) The odds of being selected as a potential Winner are dependent upon the number of eligible entries received by the Sponsor. Before being declared a Winner, each 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 during a pre-arranged telephone call or by e-mail, (ii) comply with the Contest Rules, and (iii) sign and return the Confirmation and Release (described below).
- (c) Each selected entrant will be notified by direct message on Facebook no later than one day following each respective draw and must respond within one (1) business day of notification. Upon notification, each selected entrant must respond with the executed Confirmation and Release, by mail, fax or email provided in the notification, and the selected entrant's response must be received by the Sponsor within two (2) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive the Prize and another entrant may be selected in the Sponsor's sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor 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.** Each Winner will be required to execute a release and waiver (“Confirmation and Release”) that confirms Winner’s: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor , Administrator, Facebook, Inc., Canadian Tire Associate Dealers, its/their subsidiaries, affiliates and/or related companies 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; (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, the Entry, 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; (v) assignment to the Sponsor all of Winner’s right, title and interest, including copyright in and to the Entry, throughout the world in perpetuity and acknowledgment that, as a result of this assignment, the Sponsor will have the exclusive and perpetual right to exploit the Entry 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, including without limitation, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the Entry, in whole or in part and to edit, add to, or modify the Entry in any way, all without further obligation or compensation of any kind to the Winner; (vi) waiver of all of Winner’s so-called “moral rights” that it may enjoy in any territory throughout the world in relation to the Entry; and (vii) acknowledgement that, upon request by the Sponsor, Winner 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 Winner’s rights in the Entry. The executed Confirmation and Release must be returned within two (2) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited
8. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, 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 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.
9. **LIMITATION OF LIABILITY.** The 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. The Sponsor and Administrator assume 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.

- 10 **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be made available online at www.canadiantire.ca/roadtoriochat. 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

11. **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, the Entry, telephone number, and e-mail address (“Personal Information”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (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

12. **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 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. Canadian Tire name, logos and marks are owned by Canadian Tire Corporation, Limited.
13. **TERMINATION.** The 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.
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 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.
15. **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.