



### Product Testing Consent and Waiver

I have voluntarily agreed to participate in the Canadian Tire Consumer Product Testing program (the "**Product Testing**").

*I, hereby declare that I have read and agree with the terms of this Product Testing Consent and Waiver ("**Waiver**").*

1. *I hereby acknowledge and agree to the following:*

- (a) the Product Testing may entail certain inherent risks and I freely accept such risks, dangers and hazards that may arise out of or be in connection with the Product Testing. Accordingly, the Product Testing is and shall be at my own risk against all casualties to myself, others who are involved in the Product Testing, third parties, and/or my property or others' property;
- (b) no remuneration, compensation, benefit, or any other privilege enjoyed by Canadian Tire Corporation, Limited ("**CTC**") has been entitled to me or any other party as a result of participating in the Product Testing; and
- (c) it is my responsibility to familiarise myself with environment and health and safety requirements applicable to the Product Testing.

2. In consideration of my participation in the Product Testing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, to the extent permitted by law, I agree to indemnify, hold harmless and waive all claims against, and covenant not to sue, CTC, its affiliates and subsidiaries, and each of their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns (collectively, the "**Released Parties**") in connection with any claims, suits, costs, (including legal fees), demands, damages, actions, or causes of action whatsoever including, without limitation, any liability for bodily injury, death or damage to property sustained by me or any other person or entity, which may arise directly or indirectly from the Product Testing or my participation in the Product Testing, even though that liability may arise out of negligence or carelessness on the part of the Released Parties.

3. I hereby grant to CTC, the irrevocable and perpetual right, title and interest including without limitation, the perpetual right and permission to copyright, use, re-use, modify, duplicate, publish, and/or circulate in any way they see fit, without restriction, my name, photograph, audio/video/digital recording, image, likeness, statements, voice, or any materials submitted by me pursuant to the Product Testing made through any media (collectively the "**Materials**"), for the purpose of marketing, promotional and/or advertising or any other purpose in any media whatsoever. For greater clarity, I acknowledge and agree that CTC is and will be the sole owner of all rights in and to the Product Testing and the Materials including without limitation any materials created using the Materials, and that CTC shall have the right to use the such Materials worldwide, in any and all media whether in print, digital or otherwise, without limitation and without further payment or consideration to me. I hereby release, discharge, indemnify and agree to save harmless the Released Parties from any liability arising out of or in connection with the Materials, or any use thereof by CTC.

**CANADIAN TIRE CORPORATION, LIMITED**

2180 YONGE ST. P.O. BOX 770, STATION K, TORONTO, ONTARIO, CANADA M4P 2V8

TELEPHONE (416) 480-3000 FAX (416) 544-7715





4. *I represent and warrant that:*

- a) I and my immediate family members and household members are not employees of a competitor of CTC;
- b) I have obtained permission from all individuals whose property and/or image/voice appears in the Materials (if any) to use their property, image/voice/likeness in the Materials and to grant to CTC the rights set forth herein and have the ability to provide such permissions in a form acceptable to CTC;
- c) the Materials do not disparage CTC or any other person or entity, nor does it contain material that (i) is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous, or (ii) promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- d) the Materials do not make reference to brand names or trademarks (other than CTC) of other entities including without limitation other retailers.

5. The provisions of this Waiver shall enure to the benefit of the Released Parties and their respective heirs, executors, administrators, legal personal representatives, successors and assigns and shall be binding upon the participants and their heirs, executors, administrators, legal personal representatives, successors and assigns.

6. The provisions of this Waiver shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein. If any portion of this Waiver shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect. In participating in the Product Testing, I shall act in accordance with all federal, provincial and local laws, statutes, rules, and regulations, and act in a competent, ethical and businesslike manner, in a manner consistent with the level of care and skill that a reasonably prudent person would exercise in comparable circumstances.

7. I hereby acknowledge and declare that I: (a) have read, understood and declared satisfied with the contents of this Waiver; (b) agree to abide by all of its provisions; (c) am the age of majority or older in my province and/or territory of residence; and (d) agree to the terms of this Consent and Waiver.

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