

Official Contest Entry Rules

THIS CONTEST IS FOR RESIDENTS OF CANADA ONLY AND WILL BE INTERPRETED AND SUBJECT TO ALL CANADIAN FEDERAL, PROVINCIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.

“AIR MILES® Reward Program Flash Trivia Game Round 2” (the “Contest”) is administered by Square Crop Studios Inc. (the “Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the Sponsor at 301-312 Adelaide Street W, TORONTO, ON M5V 1R2. By participating in this Contest, each contestant agrees to be legally bound by these Official Contest Entry Rules (the “Rules”).

1. CONTEST PERIOD

The Contest is run by the Sponsor and will take place from June 1, 2018 at 12:00:00 a.m. ET to June 29, 2018 at 11:59:59 p.m. ET (the “Contest Period”). Contest Sponsors reserve their right (subject only to the consent of the Regie des alcools, des course et des jeux) to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible Entries.

2. ELIGIBILITY

The Contest is open to anyone who:

- (i) resides in any province or territory within Canada;
- (ii) are **(16)** sixteen years of age or older as of the date of entering the Contest and who, if under **(18)** eighteen years of age, have received the permission of their legal parent and guardian (see Section 7.9 below) to enter the Contest and potentially become a winner of a prize;
- (iii) are Collectors in the AIR MILES® Reward Program or enroll to become an AIR MILES® Collector during the Contest Period prior to entry. The Collector is the individual in whose name the Collector Number has been established or, in the case of a Business Collector, the principal associated with the Business Collector Number, as determined by LoyaltyOne, Co. (“AIR MILES”). Canadian residence will be determined by the

mailing address associated with the Collector Number. By enrolling to become an AIR MILES® Collector you agree to be bound by the terms and conditions of the AIR MILES® Reward Program as amended from time to time. If you are not already an AIR MILES® Collector, you may become one by enrolling online at www.airmiles.ca;

(iv) are not employees, representatives or agents of the Sponsor or anyone domiciled with such employees, representatives or agents (whether related or not);

(v) have read and accepted, and agreed to comply with these Rules,

For the purposes of the Contest, “**Contest Group Entities**” means the Sponsor and each of their respective parent, sister, affiliated and subsidiary companies, all advertising and promotion agencies and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest.

3. PRIZES

3.1 Prize: There is a total of **one (1)** prize (the “**Prize**”) available to be won. The Prize consists of a cheque for \$1,000 made payable to the winner. The approximate retail value of the Prize is \$1,000. All amounts in these Rules are in Canadian dollars.

The winners are solely responsible for payment of any applicable taxes and reporting any taxable income associated with the Prize. The Prize cannot be substituted or transferred to a third party. However, the Sponsor may in its discretion substitute the Prize for another prize which is, in its opinion, of equal or greater value. Any additional costs not described in these Rules as part of the Prize that are incurred in collecting and using the Prize are the winner's responsibility.

4. METHODS OF ENTRY

4.1 Entry and Registration: To enter the Contest and be eligible to win the Prize the contestant must participate in the AIR MILES® Reward Program Flash Trivia Game Round 2 located at the URL flashtrivia.ca . Entries received and verified during the Contest Period will be accepted for entry into this Contest. Once the contestant completes the AIR MILES® Reward Program Flash Trivia Game Round 2 they will then obtain one entry to the Contest and will be registered with the Contest.

4.2 Limit of One Registration: There is a limit of one (1) registration per person during the Contest Period. If it is discovered that a contestant has attempted to: (i) register more than one (1) time or (ii) use (or attempt to use) multiple names, identities to register for, or otherwise participate in, the Contest, then (in the sole and absolute discretion of the Sponsor) he/ she may be disqualified from participating in the Contest and all of his/her entries may be disqualified. Use (or attempted use) of multiple identities, email addresses and/or any automated system to register for or otherwise participate in this Contest is prohibited and is grounds for disqualification.

4.3 Earning Extra Entries: Each contestant in the Contest will have the ability to earn a maximum of ten (10) additional entries (“Extra Entries”) by challenging another contestant who meets the eligibility requirements (as outlined in section 2) to complete the AIR MILES® Reward Program Flash Trivia Game Round 2. The contestant will receive one (1) extra entry into the contest for each contestant they successfully refer who completes the AIR MILES® Reward Program Flash Trivia Game Round 2 using their unique referral code. Only completions made using the contestant’s unique referral code will count as extra entries into the contest. If a referral code is not used, or a referred contestant does not complete the AIR MILES® Reward Program Flash Trivia Game Round 2 no extra entries will be awarded. Contestants can find their referral code in the email sent upon completing the AIR MILES® Reward Program Flash Trivia Game.

5. DRAW & WINNER SELECTION PROCESS

5.1 Random Draw: On or about **June 30, 2018 at 2:00pm ET**, in the City of Toronto, in the province of Ontario, at the offices of the Sponsor, **one (1)** entry will be randomly selected from a server generated list of all entries received by the Sponsor’s servers during the Contest Period.

The contestants who own the selected entries, and who are otherwise eligible to win, will be the selected contestants who are eligible for a chance to win the Prize subject to compliance with these Rules.

5.2 Odds of Winning: The odds of winning are dependent on the number of entries received by the Sponsor in accordance with these Rules.

5.3 Contacting Selected Contestant: Sponsor or its designated representative will make a minimum of two (2) attempts to contact the selected contestant by email using

the information provided at the time of entry within 3 business days of the Draw Date. If the selected contestant cannot be contacted (i.e. cannot successfully be reached by email by the Sponsor or its representative) within 3 business days of the Draw Date, then he/she may be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate selected contestant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected contestant).

5.4 Declaration and Release Form; Skill-Testing Question: in order to be declared the confirmed Prize Winner or win any prize, a selected contestant (or, if he or she is a minor in his/her province or territory of residence, his/her parent or legal guardian) must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, sign and return within 3 business days of notification by e-mail, a Declaration and Release prepared by the Sponsor which, among other things:

- (i) confirms compliance with these Rules
- (ii) acknowledges acceptance of the prize, as awarded;
- (iii) releases the Releasees (as defined in Section 7.8) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of any prize;
- (iv) allows the Sponsor and Prize Provider to use the contestant's name, address and/or photograph in advertising or other publicity, in any form of media without compensation; and
- (v) correctly answer, in person, a time limited mathematical skill testing question without assistance of any kind, whether electronic or otherwise.

If the selected Contestant:

- (i) fails to correctly answer the mathematical skill testing question within the allotted time; or
- (ii) return the properly executed Declaration and Release within the specified time;
- (ii) cannot accept the prize for any reason; or (iii) otherwise fails to comply with the Rules; then he/she will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select by random draw an alternate selected contestant as the eligible winner of The Prize (in which case the

foregoing provisions of this section shall apply to such new eligible prize winner). Notwithstanding any other provision of these Rules, the Sponsor reserves the right to determine how the presentation of a prize will occur and this may be either in a media event, by mail or in person.

6. AWARDING OF PRIZE

6.1 Prize Recipient: Winner will receive the Prize for which he/she is drawn.

6.2 Prize Delivery: Following receipt of the selected contestant's signed Declaration and Release, the Sponsor or its representatives will send the prize to the winner at his/her registered address. Please allow six (6) to eight (8) weeks for delivery.

7. GENERAL TERMS AND CONDITIONS

7.1 Verification of Entries: The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor or a Contest Group Entity) from any contestant in this Contest or for any Extra Entries earned, or purportedly earned, by such contestant to be considered valid for the purposes of this Contest. Contestants whose entries cannot be verified to the satisfaction of Sponsor in its sole and absolute discretion may be disqualified from the Contest and will not be eligible to win any prize. In that case, Sponsor reserves the right to conduct a re-selection of a selected contestant by random draw. The sole determinant of the time for the purposes of a valid registration and/or entry in this Contest will be the Contest server machine(s) in Eastern Standard Time.

7.2 No Liability: The Releasees (defined below in Section 7.8) will not be liable for:

(i) any failure of the Contest website, Sponsor servers or other sponsored sites during the Contest;

(ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software;

(iii) the failure of any CE Form, registration, vote, Action, Code or Content to be received by the Sponsor for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website;

(iv) any injury or damage to a contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and

(v) any combination of the above.

7.3 Acceptance of Prize: Prize must be accepted as awarded and are not transferable, assignable or convertible to cash (except in Sponsor or any prize supplier's sole and absolute discretion);

(i) the costs of everything not specifically stated as included in the prizes are the sole responsibility of the winner;

(ii) if the winner does not utilize any part(s) of his/her prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place;

(iii) Sponsor and Prize Provider reserves the right at any time to:

(a) place reasonable restrictions on the availability or use of the prizes or any component thereof; and

(b) substitute a prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor or any prize supplier's sole discretion, a cash award;

(iv) by accepting a prize, the winner agrees to waive all recourse against the Releasees (as defined in Section 7.8) if the prize or a component thereof does not prove satisfactory, either in whole or in part.

7.4 Substitution of Prize: The Sponsor and prize suppliers reserve the right, in each of their sole and absolute discretion, and for any reason whatsoever, to substitute for any prize, or part thereof, a substitute prize of equivalent or greater value, including without limitation a cash award.

7.6 Number of Prizes/Winners: By entering the Contest, each contestant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or

administration of the Contest, whether mechanical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by contestants is greater than the number of prizes available, the Sponsor reserves the right, in its sole and absolute discretion, to end the Contest in whole or in part, without notice, and to award the correct number of prizes among the correct number of winners, selected in accordance with these Rules from among those eligible entries validly submitted prior to the termination of the Contest.

7.7 Termination of Contest: The Sponsor reserves the right, in its sole and absolute discretion, to void any entry and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law and to the consent of the Regie des alcools, des courses et des jeux), in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that, in the Sponsor's sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any contestant, entry, or vote with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

7.8 Release and Exclusion of Liability: By entering or attempting to enter the Contest, each contestant and/or purported contestant agrees to release, discharge, and forever hold harmless the Contest Group Entities, LoyaltyOne, Co., and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the "**Releasees**") from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the contestant's participation or attempted

participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of any prize. The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest.

7.9 Minors: For greater certainty, where the selected contestant is under the age of majority in his/her province or territory of residence, as a pre-condition to the selected contestant being declared the winner and receiving the prize, the parent or legal guardian of the selected contestant must consent in writing to the selected contestant being declared a winner and receiving a prize and must also sign and return to the Contest Sponsor the Contest Sponsor's form(s) of Declaration and Release documentation (see Section 6.2 above).

7.10 Name/Image of Winners and Content:

(a) By entering the Contest or submitting Content for Extra Entries, each contestant:

(i) grants to the Sponsor, its affiliates, and the Prize Provider (collectively, "**Licensees**"), in perpetuity, a non-exclusive, irrevocable license to publish, display, reproduce, modify, edit or otherwise use (as the Licensees may in their sole discretion deem appropriate and without right of approval by the contestant) his/her submitted Content, in whole or in part, for advertising or promoting the Contest or for any other reason in any manner and in any medium (including the Internet), without any compensation or further attribution or notification;

(ii) authorizes the Licensees to use, reproduce and/or publish in any related publicity, if required, his/her name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification;

(iii) agrees that anything created by the Licensees which is derived from the contestant's Content, voice, photograph, image, likeness or any statements the contestant make regarding a prize, is owned by the Sponsor, its affiliates or Prize Provider, as applicable; and

(iv) on his/her own behalf, and on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined in Section 7.8) from and against any and all claims (whether known or unknown, in law or in equity) that he/ she or any of his/her heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the entry, a vote (if applicable) or use of his/her Content (if applicable), name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice.

(b) Subject to subsection (i) above, if a contestant has any questions or does not wish the Sponsor to use any or all of contestant's name, photograph, image, likeness, biographical information, any statements they make regarding the prize, place of residence, and/or voice for purposes other than Contest administration, please contact the Sponsor at 301-312 Adelaide Street W, Toronto, ON M5V 1R2.

7.11 Dispute: In the event of a dispute regarding who submitted an entry, voter registration and/or vote, entries, voter registrations and votes (as applicable) will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry or voter registration (as applicable). **"Authorized account holder"** is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A contestant may be required to provide proof that he/she is the Authorized account holder of the email address associated with the selected entry and/or a vote, and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

7.12 Personal Information: By entering this Contest, each contestant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy, [Privacy Policy](#), unless the contestant otherwise specifies by giving Sponsor notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, these Rules shall prevail, govern and control.

7.13 List of Winners: For the names of the prize winners, available after June 30th, 2018, the contestant must send a letter along with a self-addressed postage stamped envelope to "AIR MILES® Reward Program Flash Trivia Game Round 2 Request List", at 301-312 Adelaide Street W, Toronto, ON M5V 1R2. The winners' names will be available until June 30th, 2019.

7.14 Judges' Decisions: This Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The decisions of the Sponsor and Contest judges with respect to all aspects of this Contest are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of contestants, entries, and votes.

7.15 LoyaltyOne, Co., Facebook, Twitter or any Social Media Disclaimer (i.e. YouTube etc.): The Contest is in no way sponsored, endorsed, administered by, or

associated with Facebook, Twitter or any Social Media, or administered by LoyaltyOne, Co. (collectively, "**Third Parties**"). Each contestant acknowledges that he/she provides his/her information to the Sponsor and not to any Third Parties. The information a contestant provides will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy located [here](#). All Third Parties are completely released of all liability by each contestant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to any Third Party.

7.15 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.

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