

“Canada’s Luckiest Student 5 – Chance to win \$20,000 from CIBC” Contest

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.

“Canada’s Luckiest Student 5” Contest (the “Contest”) is administered by Square Crop Studios Inc., the parent company of Student Life Network (the “Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the Sponsor at 301-312 Adelaide St. 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 July 14th, 2016 at 12:01 a.m. Eastern Time (“ET”) to January 8th, 2017 at 11:59:59 p.m. ET. From July 14th, 2016 at 12:01 a.m. ET to January 5th, 2017 (the “**Contest Period**”) contestants may enter the contest and earn Extra Entries as described in sections 4.1 and 4.3. From January 6th, 2017 at 12:00:00 a.m. ET to January 8th, 2017 at 11:59:59 p.m. ET (the “**Extra Entry Period**”) contestants may only earn Extra Entries as described in section 4.3. Contest Sponsors reserve their right (subject only to the consent of the Régie des alcools, des courses et des jeux with respect to legal residents of Quebec) 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 all legal residents of Canada who:

- (i) reside in any province or territory within Canada;
- (ii) are **sixteen (16)** years of age or older as of the date of entering the Contest and who, if under the age of majority in their province or territory of residence, have received the permission of a parent or guardian, who has agreed to be legally bound by these rules, (see Section 5.4 below) to enter the Contest and potentially become a winner of a prize;
- (iii) are current registered students in good standing at a university, college or high school in Canada;
- (iv) have only one Student Life Network account, which must be created before the end of the Contest Period (unless entering via the Mail-In Entry);

- (v) are not employees, representatives or agents of the Contest Group Entities, or anyone domiciled with such employees, representatives or agents (whether related or not), or a Contest judge ;
- (vi) have agreed to comply with applicable laws (including, but not limited to, laws relating to libel and obscenity), assume responsibility for their activities, and not to harass, disrupt, abuse, or invade the privacy rights of others; and
- (vii) have read and accepted, and agreed to comply with these Rules, and with the Terms and Conditions for the Student Life Network found at <http://canadasluckieststudent.com/terms>.

For the purposes of these Rules, “**Contest Group Entities**” means the Sponsor and Student Life Network, their respective parent, sister, affiliated and subsidiary companies, all advertising and promotion agencies, suppliers of prizes (including without limitation the Canadian Imperial Bank of Commerce “**CIBC**”), materials and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest.

3. PRIZES

- 3.1 **Grand Prize:** There is a total of **one (1)** Grand Prize available to be won consisting of the following:

\$20,000 in the form of a cheque made payable to the winner. The approximate value of the Grand Prize is \$20,000. All amounts in these Rules are in Canadian dollars.

The winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the Grand Prize. The Grand Prize cannot be substituted or transferred to a third party. However, CIBC may in its discretion substitute the Grand Prize for another prize, which is, in its opinion, of equal or greater value. Grand Prize will only be awarded to the person who is verified as the “authorized account holder” of the SLN account associated with the selected Entry (unless entering via the Mail-In Entry). Any additional costs not described in these Rules as part of the Grand Prize that are incurred in collecting and using the Grand Prize are the winner's responsibility.

- 3.2 **Early Bird Prize:** There is a total of one (1) Early Bird Prize available to be won. Contestants entered in the Contest between **July 14th, 2016 at 12:01 a.m. ET and September 30th, 2016 at 11:59:59 p.m. ET** (the “**Early Bird Entry Period**”) are eligible to win the Early Bird Prize. The Early Bird Prize consists of the following:

Ten (10) \$100 gift cards redeemable at Tim Hortons® Restaurants in Canada.

Approximate retail value of the Early Bird Prize is \$1000 CDN. There is a total of one Early Bird Prize available to be won during the Contest Period. Each potential winner will receive notification from the Sponsor. Early Bird Prize is not convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. The

Sponsor reserves the right, in its sole and absolute discretion, to substitute an Early Bird Prize or a component thereof with a prize or prizes of equal or greater value, including, without limitation, but at the Sponsor's sole and absolute discretion, a cash award. Early Bird Prize will only be awarded to the person who is verified as the "authorized account holder" of the SLN account associated with the selected Entry (unless entering via the Mail-In Entry). Any and all costs/expenses not specifically included in the Early Bird Prize description are the sole and absolute responsibility of each confirmed winner.

4. METHODS OF ENTRY

4.1 **Contest Entry ("CE"):** To enter the Contest for a chance to win the \$20,000 Grand Prize, the contestant must complete either the Online Entry and Registration OR the Mail-In Entry and Registration (all as defined below) during the Contest Period.

(a) **Method One - Online Entry and Registration:** To enter the Contest for a chance to win the \$20,000 Grand Prize online, the contestant must:

- (i) Visit the Contest website at <http://cls5.studentlifenet.com>;
- (ii) Login with an active Student Life Network account ("**SLN Account**") OR create a new SLN Account. To create a new SLN Account a contestant must provide a valid email, choose a password, and then provide a full name, birth date, current school name, and home postal code. To create a new Account a contestant must also agree to receive Commercial Electronic Messages ("**CEM's**") from the Student Life Network ("**SLN**") but may unsubscribe from such messages at any time by visiting studentlifenet.com/user/communication or from within any CEM sent to the user without affecting their entry or odds of winning in the contest; and
- (iii) Complete the Contest Entry Form (the "**CE Form**"). To Complete the CE Form Contestants must agree to the contest rules. Contestants may, at their option, agree to receive Commercial Electronic Messages ("**CEMs**") from the Sponsor on behalf of CIBC, and may unsubscribe at any time by visiting studentlifenet.com/user/communication or from within any CEM sent to the user without affecting their entry or odds of winning the contest. Once the CE Form is complete, the contestant must click submit. The contestant will then obtain one entry into the Contest for a chance to win the \$20,000 Grand Prize and will be registered with the Contest.

Incomplete CE Forms or CE Forms with false information will be deemed as invalid and will be disqualified. Only fully completed CE Forms with valid information received by the Sponsor's servers during the Contest Period will be accepted for entry into this Contest.

- (b) **Method Two – Mail-In Entry and Registration:** Alternatively, if a contestant does not wish to enter online, create a SLN Account or consent to receiving CEMs from SLN, the contestant may enter by mail. To enter the Contest for a chance to win the \$20,000 Grand Prize via mail, a contestant may: print his/her first name, last name, email address, age, current school name, telephone number, complete mailing address (including postal code), signature and request to be registered and entered into the Contest on a plain white piece of paper (no larger than 8.5 by 11 inches), and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, Student Life Network, 301-312 Adelaide St. W., Toronto, ON M5V 1R2, Attn: Canada's Luckiest Student – \$20,000 from CIBC Contest. Upon receipt and verification of a contestant's request in accordance with these Rules, the contestant will receive one (1) entry into the Contest. To be eligible, all mail-in requests must be post-marked during the Contest Period in a separate envelope bearing sufficient postage. The Releasees (defined below) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed Mail-In Entry requests.

- 4.2 **Multiple Registration Not Permitted:** Contestants can only use the Contest Website (or its iframe) or the Mail-In Entry option to register for the Contest one (1) time in total. If it is discovered that a contestant has attempted to: (i) enter more than one (1) time or (ii) use (or attempt to use) multiple names, email addresses or identities to enter, 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, mail-in envelopes, email addresses and/or any automated system to register for or otherwise participate in this Contest is prohibited and is grounds for disqualification. **One Registration Per Person:** For greater certainty, no contestant may register for the Contest more than once regardless of the method of participation.

- 4.3 **Earning Extra Entries:** Each registered contestant will have the ability to earn a maximum of 14,000 additional entries ("**Extra Entries**") in the Contest. All Extra Entries must be earned during the Contest Period or the Extra Entry Period. No purchase is necessary to obtain any Extra Entries. To earn Extra Entries a contestant may:

- (a) Perform specific actions ("**Action**") which may include, but are not limited to: subscribing to specific social media; sharing information about the contest on social media sites; visiting specific websites; watching specific web videos; entering a specific code; uploading specific text, images or videos ("**Content**"); or completing a survey. Entries will be awarded when the completed Action is received by the Sponsor's server;

Each Action completed and received by Sponsor's servers will award a specific number of Extra Entries to the contestant completing the Action. Actions may be time limited. All times published in the advertisement of Actions will be Eastern Time.

- (b) The Sponsor reserves the right to amend these Rules (subject only to the consent of the Regie des alcools, des courses et des jeux with respect to legal residents of Quebec) in order to add additional means of earning Extra Entries by posting them on the Contest website. No purchase is necessary.

Earning Extra Entries Alternate Method - No Purchase Necessary

To earn all extra entry options described in (a) above, alternatively a contestant may: print his/her first name, last name, email address, telephone number, complete mailing address (including postal code), current school name, signature, and request for extra entries on a plain white piece of paper (no larger than 8.5 by 11 inches) and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, Student Life Network, 301-312 Adelaide St. W., Toronto, ON M5V 1R2, Attn: Canada's Luckiest Student – \$20,000 from CIBC Contest. Upon receipt and verification of a contestant's request in accordance with these Rules, the contestant will receive all entries available in (a) above added to their total number of entries before the \$20,000 Grand Prize draw is conducted. To be eligible, all mail-in requests must be post-marked by the end of the Extra Entry Period in a separate envelope bearing sufficient postage. The Releasees (defined below) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed mail-in Extra Entries requests.

- 4.4 **Doubling Your Entries:** Before the end of the Contest Period and/or Extra Entry Period, an eligible contestant who holds any CIBC product (including as a joint account holder, authorized user or beneficiary, but excluding the following registered products: RESP, TFSA, and RRSP), can opt to double the number of entries in the Contest which he or she earned during the Contest Period and/or Extra Entry Period ("**Double Your Entries**"). In order to do so, the contestant must visit www.CanadasLuckiestStudent.com/CIBC/ during the Contest Period and indicate that he or she holds a CIBC product. To be eligible for Doubling Your Entries via this method, contestant must hold at least one CIBC product, which remains in good standing at the time any prize is awarded in the Contest.

Eligibility for Doubling Your Entries via this method is subject to verification by the Sponsor. Contestants who participate in Doubling Your Entries via this method agree to permit Sponsor to confirm their eligibility with CIBC; any contestant who claims that he/she holds a CIBC product but who cannot be verified as holding a CIBC product will be deemed to have provided false information to the Sponsor and will automatically be disqualified from the Contest and will forfeit any rights to prize(s). Where the potential winner in the Contest used the Doubling Your Entries method of entry, the Sponsor will contact CIBC to verify that the potential winner is in fact a holder of a CIBC product. By participating in the Doubling Your Entries method of entry, contestants agree to allow Sponsor to confirm this information with CIBC.

Double Your Entries - No CIBC Product necessary. If a contestant who is otherwise eligible for the Contest wishes to participate in Doubling Your Entries without holding a CIBC product during the Contest Period, the contestant may: print his/her first name, last name, email address, telephone number, complete

mailing address (including postal code) and signature on a plain white piece of paper (no larger than 8.5 by 11 inches) and mail it (in an envelope with sufficient postage), along with a 50 word or more unique and original essay on how \$20,000 from CIBC can help a student pay for school, to the Sponsor, at: 301-312 Adelaide St. W., Toronto, ON M5V 1R2, Attn: Canada's Luckiest Student Contest. Upon receipt and verification of a contestant's complete mail-in Double Your Entries request in accordance with these Rules, the contestant will receive double the number of entries in the Contest which he or she earned during the Contest Period. To be eligible, all mail-in Double Your Entries requests must: (i) be post-marked during the Contest Period and/or Extra Entry Period; and (ii) be received in a separate envelope bearing sufficient postage (i.e. mass mail-in of Double Your Entries requests in the same envelope will be void) within 4 business days of the Contest close. The Releasees (defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, postage due, late or destroyed mail-in Double Your Entries requests.

There is a limit of one (1) Double Your Entries per contestant permitted (regardless of method of participation). For greater certainty, no contestant may double their number of entries in the Contest more than once regardless of the number of CIBC products held or the method of participation.

5. DRAW & WINNER SELECTION PROCESS

- 5.1 **Grand Prize Draw:** On **January 16th, 2017 at 4:00 pm 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 all eligible entries received by Sponsor during the Contest Period. The contestant associated with the selected entry, and who is otherwise eligible to win, will be the selected contestant who is eligible to win the Grand Prize subject to compliance with these Rules.
- 5.2 **Early Bird Prize Draw:** On **October 7th, 2016 at 4:00 p.m. ET**, a random draw for the Early Bird Prize will be made by a representative of the Sponsor in the city of Toronto, in the province of Ontario, at the offices of the Sponsor **one (1)** entry will be randomly selected from all eligible entries received by Sponsor during the Early Bird Entry Period. The contestant associated with the selected entry, and who is otherwise eligible to win, will be the selected contestant who is eligible to win the Early Bird Prize subject to compliance with these Rules.
- 5.3 **Odds of Winning:** The odds of winning the Grand Prize are dependent on the number of eligible entries received by the Sponsor during the Contest Period and Extra Entry Period in accordance with these Rules. The odds of winning the Early Bird Prize depend on the number of eligible entries received during the Early Bird entry Period in accordance with these Rules.
- 5.4 **Contacting Selected Contestant:** Sponsor will attempt to arrange an in person meeting with the selected contestant within thirty (30) days of the applicable draw date. If the Sponsor is unable to arrange an in person meeting within thirty (30) days of the applicable draw date, sponsor will make an additional minimum of two (2) attempts to contact the selected contestant by email using the information provided at the time of Account registration (or on mail in entry) between thirty-one (31) and thirty-five (35) days of the applicable draw date. If the selected

contestant cannot be contacted (i.e. does not reply to the email from the Sponsor or its representative) within forty (40) days of the applicable 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 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).

5.5 Declaration and Release Form; Skill-Testing Question: in order to be declared a confirmed winner, the 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, correctly answer, in person, a mathematical skill testing question without assistance of any kind, whether electronic or otherwise, and sign and return within 5 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(s), as awarded;
- (iii) releases the Releasees (as defined in Section 7.7) 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; and
- (iv) allows the Licensees (defined in Section 7.9 below to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements made 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.

If the selected contestant:

- (i) does not correctly answer the mathematical skill testing question in the manner prescribed;
- (ii) fails to return the properly executed Declaration and Release within the specified time;
- (iii) cannot accept the prize for any reason; or
- (iv) 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 FROM AMONG ALL REMAINING ELIGIBLE ENTRIES AN ALTERNATE SELECTED CONTESTANT AS THE POTENTIAL WINNER (IN WHICH CASE THE FOREGOING PROVISIONS OF THIS SECTION SHALL APPLY TO SUCH NEW POTENTIAL 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. PRIZE DELIVERY

6.1 Prizes Delivery:

- (a) **Grand Prize:** The Sponsor or its representatives will arrange for the winner to be contacted to arrange an in-person appointment, at a mutually agreeable time, with a representative from CIBC to deliver the Grand Prize. Please allow **six (6) to eight (8) weeks** for appointment booking.
- (b) **Early Bird Prize:** The Sponsor or its representatives will deliver the Early Bird Prize to the confirmed winner. 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) 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. 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 Time.

7.2 No Liability: The Releasees (defined below in Section 7.7) will not be liable for: (i) any failure of the CLS Website, Sponsor servers or other Square Crop Studios Inc. or Student Life Network 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 Prizes:

- (a) All prizes 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);
- (b) The costs of everything not specifically stated as included in the prizes are the sole responsibility of the winner;

- (c) 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;
- (d) Sponsor and each prize supplier reserves the right at any time to:
 - (i) Place reasonable restrictions on the availability or use of the prizes or any component thereof; and
 - (ii) 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;
- (e) By accepting a prize, the winner agrees to waive all recourse against the Releasees (as defined in Section 7.7) if the prize or a component thereof does not prove satisfactory, either in whole or in part.

7.4 Content Submission Requirements: BY SUBMITTING ANY "CONTENT" TO EARN EXTRA ENTRIES, EACH CONTESTANT HEREBY REPRESENTS AND WARRANTS THAT THE CONTENT (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH THESE RULES, ALL APPLICABLE LAWS (INCLUDING INTELLECTUAL PROPERTY LAWS) AND THE SUBMISSION REQUIREMENTS. THE RELEASEES (defined below in Section 7.7) WILL BEAR NO LIABILITY REGARDING THE USE OF ANY CONTENT (OR ANY COMPONENT THEREOF) BY THE SPONSOR. THE RELEASEES SHALL BE HELD HARMLESS BY THE CONTESTANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE CONTESTANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Prior to or after being posted on the CLS Website, each of the Sponsor, its promotional agency and designated Content moderator (each, a "**Reviewer**") reserves the right to initially screen every piece of Content. Any Content that a Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules or any applicable law (including intellectual property laws) will be disqualified. Prior to being posted on the CLS Website, each Reviewer reserves the right, in its sole and absolute discretion, to edit or modify any Content, or to request a contestant to modify, edit and/or re-submit his or her Content, in order to ensure that the Content complies with these Rules, or for any other reason. If Content is deemed to be inappropriate, the contestant will receive an email notification from Sponsor indicating that the Content has not been posted or has been removed, and he/she will have an opportunity to re-submit his or her revised Content for consideration by a Reviewer. If a contestant has attempted to submit Content three (3) times and has been rejected each time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the contestant from participating in the Contest.

7.5 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.

7.6 **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 with respect to legal residents of Quebec), 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.

7.7 **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, 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.

7.8 **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 5.5 above).

7.9 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 suppliers of prizes (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), globally, without any compensation or further attribution or notification, and waives his or her moral rights to such Content;
 - (ii) authorizes the Licensees to use, reproduce and/or publish in any related publicity, 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), globally, 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 suppliers, 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 7.7) 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) For greater certainty, the Sponsor, its promotional agency and/or the Reviewer reserves the right, in their sole and absolute discretion and at any time during the Contest, to modify, edit or remove any Content, or to request a contestant to modify or edit his or her Content, if a complaint is received with respect to the Content, or for any other reason. If such an

action is necessary at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to reset the entry count associated with the Content to zero (or, to whatever number the Sponsor deems appropriate in its sole and absolute discretion).

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

- 7.10 **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.
- 7.11 **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 for the purpose of administering the Contest and in accordance with Sponsor’s privacy policy (<http://canadasluckieststudent.com/terms/sln>), 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.
- 7.12 **Sponsor’s Decisions:** This Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The decisions of the Sponsor 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.
- 7.13 **Canadian Imperial Bank of Commerce, 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 nor is it sponsored, endorsed or administered by Canadian Imperial Bank of Commerce (collectively, “**Third Parties**”). Each contestant acknowledges that he/she provides his/her information to the Sponsor and not to any Third Parties unless contestant opts in to provide personal information to Canadian Imperial Bank of Commerce at the time of registration. The information a contestant provides to Sponsor will only be used for the administration of this Contest and in accordance with the Sponsor’s privacy policy located at

<http://canadasluckieststudent.com/terms/sln>. 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.

- 7.14 **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 board only for the purpose of helping the parties reach a settlement.

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