## How to Student Contest

#### Presented by Scotiabank

#### **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.

How to Student Contest (the "Contest") is administered by Square Crop Studios Inc. (the "Sponsor"). Scotiabank is a prize supplier only and not responsible for the administration of this Contest. 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 September 26, 2016 at 12:00:01 a.m. Eastern Time ("ET") to November 14, 2016 at 11:59:59 p.m. ET (the "Contest Period"). The Contest Period is divided into four (4) "Challenge Periods", as set out below, each with its own method of entry. Entries received during a given Challenge Period are only valid during the challenge period in which they are entered and will not carry forward to subsequent draws.

Challenge Period One (1) begins on September 26, 2016 at 12:00:01 am (ET) and ends on October 6, 2016 at 3:59:59 pm ET. Challenge Period Two (2) begins on October 6, 2016 at 4:00:01 pm (ET) and ends on October 24, 2016 at 3:59:59 pm ET. Challenge Period Three (3) begins on October 24, 2016 at 4:00:01 pm (ET) and ends on November 4, 2016 at 3:59:59 pm. Challenge Period Four (4) begins on November 4, 2016 at 4:00:01 pm (ET) and ends on November 14, 2016 at 11:59:59 pm ET.

# 2. ELIGIBILITY

The Contest is open to all legal residents of Canada who:

- (i) reside in any province or territory within Canada excluding Quebec;
- (ii) are sixteen (16) years of age or older on 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 7.9 below) to enter the Contest and potentially become a winner of a Prize (as defined below);
- (iii) are current registered students in good standing at a university, college or high school in Canada, and have a single Student Life Network account;
- (iv) are not employees, representatives or agents of the Contest Group Entities (defined below), or anyone domiciled with such employees, representatives or agents (whether related or not).

- (v) 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
- (vi) have read and accepted, and agreed to comply with these Rules, and with the Terms and Conditions for the Student Life Network found at <u>http://www.studentlifenetwork.com/terms</u>.

For the purposes of these Rules, "**Contest Group Entities**" means the Sponsor and Student Life Network ("**SLN**"), their respective parent, sister, affiliated and subsidiary companies, all advertising and promotion agencies, suppliers of prizes (including, without limitation, Scotiabank), 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. **Prize:** There are a total of **four (4)** prizes (each, a "**Prize**") available to be won by four winners (the "**Prize Winners**"). Each Prize consists of a cheque for \$1,000.
- 3.2. All amounts in these Rules are in Canadian dollars. One (1) Prize is available to be won per Challenge Period. Limit one (1) Prize per person during the entire Contest Period.

The Prize 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, at 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. HOW TO ENTER

- 4.1. Entry and Registration: No purchase necessary.
  - (i) Twitter weekly challenge entry (Challenge Periods One)

Limit of one (1) quiz entry per person/email address per applicable challenge period regardless of method of entry. Contestants must Tweet according to the Weekly challenge, and include #HowToStudent

Contestants must provide a valid email and full name on the CE Form. 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. Once the CE Form is complete, the contestant must click submit. The contestant will then be entered for a chance to win the Prize and will be registered with the Contest.

(ii) Facebook challenge entry (Challenge Period Two)

Limit of one (1) Facebook entry per person/email address per applicable challenge period regardless of method of entry. Contestants must comment on the Sponsor's Facebook page as instructed according to the challenge topic, and complete the Contest Entry form ("CE form"). Contestants must provide a valid email and full name on the CE Form. 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. Once the CE Form is complete, the contestant must click submit. The contestant will then be entered for a chance to win the Prize and will be registered with the Contest.

(iii) Survey challenge entry (Challenge Period Three and Four)

Limit of one (1) survey entry per person/email address per applicable challenge period regardless of method of entry. Contestants must answer the three questions in the weekly challenge survey, and complete the Contest Entry form ("CE form"). Contestants must provide a valid email and full name on the CE Form. 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. Once the CE Form is complete, the contestant must click submit. The contestant will then be entered for a chance to win the Prize and will be registered with the Contest.

4.2. **Limit of One Registration**: There is a limit of one (1) registration per person and per email address per Challenge period during the Contest Period.

**Note:** Contestants can only use the SLN Website (or its iframe) to register for the Contest. If it is discovered that a contestant has attempted to: (i) register more than one (1) time per Challenge period or (ii) use (or attempt to use) multiple names, email addresses or 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. Mail-in entry. If a contestant who is otherwise eligible for the Contest wishes to participate without participating in an online Challenge, 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 a \$1,000 prize can help a student pay for school, to the Sponsor, at: 301-312 Adelaide Street W, Toronto, ON, M5V 1R2, Attn: How to Student Contest. Upon receipt and verification of a contestant's complete mail-in no purchase necessary request in

accordance with these Rules, the contestant will receive an entry in the applicable challenge period. To be eligible, all mail-in requests must: (i) be postmarked during the applicable challenge period for which it is entered; and (ii) be received in a separate envelope bearing sufficient postage (i.e. mass mail-in of no purchase necessary requests in the same envelope will be void) within five (5) business days of the weekly Contest close date. The Releasees (as defined in Section 7.7) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, postage due, late or destroyed mail-in no purchase necessary requests.

## 5. DRAW & WINNER SELECTION PROCESS

- 5.1. Random Draw: On October 14, 2016 at 4:00 pm ET (the "Draw Date") and approximately every 10 days until November 18, 2016 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 for the applicable Challenge Period. The contestant who owns the selected entry, and who is otherwise eligible to win, will be the selected contestant who is eligible to win the Prize subject to compliance with these Rules.
- 5.2. **Odds of Winning:** The odds of winning the Prize are dependent on the number of eligible entries received by the Sponsor during the applicable Challenge Period in accordance with these Rules.
- 5.3. **Contacting Selected Contestant:** The 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 5 business days of the Draw Date. If the selected contestant cannot be contacted (i.e. does not reply to the email from the Sponsor or its representative) within 10 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, at 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, 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, 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, at its sole and absolute discretion, to select by random draw from among all remaining eligible entries an alternate selected contestant as the potential winner of the Prize or other prize (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. AWARDING OF PRIZE(S)

- 6.1. **Prize Recipients**: Each of the four (4) Prize winners will receive the Prize for which they were 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(s) to the confirmed Prize winner at his/her registered address. Please allow six (6) to eight (8) weeks for delivery of same.

## 7. GENERAL TERMS AND CONDITIONS

- 7.1. **Verification of Entries:** The Sponsor reserves the right, at 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.
- 7.2. No Liability: The Releasees (defined below in Section 7.7) will not be liable for: (i) any failure of the SLN 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, Quiz, 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: All prizes must be accepted as awarded and are not transferable, assignable or convertible to cash (except at Sponsor's sole and absolute discretion); (ii) the costs of everything not specifically stated as included in the prizes are the sole responsibility of the winner; (iii) 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; (iv) Sponsor and each prize supplier 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; (v) 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. **Substitution of Prizes:** The Sponsor reserves the right, at 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.
- 7.5. **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. 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, at 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.
- 7.6. **Termination of Contest:** The Sponsor reserves the right, at 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 in the event of an error, technical problem, computer virus, bug, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that, at 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 of 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, at 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, at 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 6.2 above).

# 7.9. Name/Image of Winners and Content:

- (a) By entering the Contest, 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 at 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, 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, and 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 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) 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 Street West, 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 (<u>http://www.studentlifenetwork.com/terms</u>), 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. **List of Winners:** For the names of the prize winners, available after November 1, 2016, contestants must send a letter along with a self-addressed postage stamped envelope to How to Student Contest at 301-312 Adelaide Street West, Toronto, ON, M5V 1R2. The winners' names will be available until October 29, 2017.
- 7.13. **Sponsor's Decisions:** This Contest is subject to the laws of the province of Ontario. 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.
- 7.14. Social Media Platforms and Prize Suppliers: The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter or any social media platform, nor is it sponsored, endorsed or administered by Scotiabank which is solely a prize supplier (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 to Sponsor will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy located at <a href="http://www.studentlifenetwork.com/terms">http://www.studentlifenetwork.com/terms</a>. 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.