"99 Scholarships – CIBC \$1,000 Bake Boss" Contest

Official Contest Entry Rules

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

The "99 Scholarships – CIBC \$1,000 Bake Boss" Contest (the "Contest") is administered by 55 Rush 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 Street W, TORONTO, ON M5V 1R2. By participating in this Contest, you agree to abide by and be bound by these Official Contest Entry Rules and all decisions of Sponsor (the "Rules"), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prizes, including without limitation eligibility and/or disqualification of entries.

1) CONTEST PERIOD

The Contest is run by the Sponsor and will take place from January 11th, 2021 at 4:01 p.m. Eastern Time ("ET") to October 31st, 2021 at 11:59:59 p.m. ET (the "**Contest Period**"). All online entries must be received by 11:59 PM on the applicable Entry Due Date set out below.

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, to enter the Contest and potentially become a winner of a prize;

(iii) are current registered students in good standing at an accredited 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 officers, directors, employees, representatives or agents of the Contest Group Entities, or members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives;

(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 <u>https://accounts.studentlifenet-work.com/terms</u>

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) PRIZE

There is one (1) CAD \$1,000 prize available to be won consisting of a cheque made payable to the winner (the "CIBC Bake Boss Prize").

The winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the CIBC Bake Boss Prize. The CIBC Bake Boss Prize cannot be substituted or transferred to a third party. All prizes must be accepted as awarded and are not transferable, assignable or convertible to cash (except in Sponsor or CIBC's sole and absolute discretion). However, CIBC may in its discretion substitute the CIBC Bake Boss 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 CIBC Bake Boss Prize that are incurred in collecting and using the CIBC Bake Boss Prize are the winner's responsibility.

CIBC Bake Boss 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, in which event the CIBC Bake Boss Prize will only be awarded to the Authorized Account Holder of the email address submitted at the time of entry or voter registration (as applicable)). For the purposes of these Rules, "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.

4) METHODS OF ENTRY

4.1 Contest Entry: To enter the Contest for a chance to win the CIBC Bake Boss 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 Registration: NO PURCHASE NECESSARY. INTERNET ACCESS REQUIRED.** To enter the Contest for a chance to win a CIBC Bake Boss Prize online, the contestant must:

(i) Visit <u>http://99scholarships.ca</u> (the "Contest Website");

(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 <u>studentlifenet-</u> <u>work.com/user/communication</u> 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**") including a completed application form including a personal statement demonstrating:

- Your passion for baking
- What makes you a deserving recipient
- How the scholarship would influence your academic and career goals
- Optional videos or imagery to support your entry

Upon submitting a completed CE Form, the contestant will then obtain one (1) entry into the Contest for a chance to win a CIBC Bake Boss 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 full completed CE Forms with valid information will be accepted for entry in this Contest. The entry must be received during the Entry Period. Entry forms become the property of the Sponsor and will not be returned to Entrants at any time.

b. **Method Two – Mail-In Entry and Registration: NO PURCHASE NECESSARY.** 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 a CIBC Bake Boss 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 Street W, Toronto, ON, M5V 1R2, Attn: 99 Scholarships – CIBC \$1,000 Bake Boss Contest along with a completed application form including a personal statement demonstrating:

- Your passion for baking
- What makes you a deserving recipient
- How the scholarship would influence your academic and career goals

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, each mail-in request must be post-marked during the Contest Period in a separate envelope bearing sufficient postage. The Contest Group Entities, and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the "**Releasees**") 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.

Limit: One (1) entry per person. For greater certainty, no contestant may register for the Contest more than once regardless of the method of participation.

4.3 Entry Requirements: By submitting an entry, the entrant hereby represents and warrants that their submission (and each individual component thereof) complies with these specific Entry Requirements:

i. the submission must be an original creation created solely by the participant and over which participant has all necessary rights, title and interest, including copyright;

ii. the submission (or any component thereof) does not violate any law;

iii. the submission will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever. Without limiting the generality of the foregoing, the submission does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; and

iv. all individuals appearing in the submission are of the age of majority and have granted you permission to publish or otherwise use their likeness in the entry in any manner and media whether now known or hereafter devised including, without limitation, on the Contest Website;

v. the submission must not defame, misrepresent or contain disparaging remarks about the Contest Group Entities or any of their products, or other people, products or companies or communicate messages inconsistent with the positive images and/or goodwill associated with the Contest Group Entities, as determined by Sponsor in its sole discretion.

vi. the submission must not contain any content that is or contains: unlawful behaviour, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable, as determined by Sponsor in its sole discretion.

By entering, you agree as follows: (i) you acknowledge that your entry may be posted by Sponsor on the Contest Website and, in Sponsor's sole discretion but without obligation; (ii) you have the right and authority to, and do hereby, grant to Sponsor an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the entry in any manner or media; (iii) you waive any and all moral rights that you may have in and to the entry with respect to the uses contemplated herein; and, (iv) you agree to release and hold harmless Sponsor from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to Sponsor's use of the entry.

5) JUDGING & WINNER SELECTION PROCESS

a. Judging: A panel of judges, comprised of Student Life Network employees, CIBC employees and industry experts (the "Contest Judges") appointed by the Sponsor will judge each Entrant's entry on the basis of the following weighted criteria (the "Judging Criteria"):

Demonstrated Passion for Baking: 30 points

Creativity and Originality of the Submission: 30 points

Overall Quality of the Contestants' Submission: 40 points

Total Score Maximum 100 points.

Each Entrant's entry will be given a score (the "Score") by the Contest Judges up to a maximum of 100 points. Odds of being selected as the eligible CIBC Bake Boss Prize winner depend on the skill in meeting the Judging Criteria (as determined by the Contest Judges in their sole discretion) and the number of eligible entries received; Entrants will not receive their Scores. The Entrant associated with the top entry based on total Score (as determined by the Contest Judges, in their sole and absolute discretion) will be selected as the eligible CIBC Bake Boss Prize winner (the "Potential Winner"). In the event of a tie between two or more entries based on total Score, the Entrant associated with the entry – from amongst all such Entries that are tied – with the highest score on Overall Quality of the Contestants' Submission will be deemed to be the eligible winner of the CIBC Bake Boss Prize. In the event there continues to be a tie between two or more entries based on Overall Quality of the Contestants' Submission, all Entrant entries that are still tied will be entered into a random draw conducted by the Contest Judges for the CIBC Bake Boss Prize on November 15th, 2021 at 2:00 p.m. Odds of being selected as the CIBC Bake Boss Prize winner in this circumstance will depend on the number of tied Entrants. Judging will be completed on November 15th, 2021 and the eligible CIBC Bake Boss Prize winner will be announced in Toronto, Ontario, Canada on or about December 1st, 2021 at 4:00 p.m. Eastern Time (the "Selection Date") at 301-312 Adelaide Street West, Toronto ON M5V 1R2

b. Contacting Selected Contestant: Sponsor will contact the Potential Winner by sending an email to the email account provided by the Potential Winner at the time of account registration (or on mail in entry) within ten (10) days of the applicable judging date. Sponsor will make an additional minimum of two (2) attempts to contact the selected contestant by email between thirty-one (31) and thirty-five (35) days of the applicable judging 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 judging date, then he/she may be disqualified (and will forfeit all rights to the CIBC Bake Boss Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate entry from among the eligible entries received during the contest period (in which case the provisions of this section shall apply to such new Potential Winner, provided that the foregoing communication timelines shall commence as of the date such new Potential Winner is contacted).

c. Declaration and Release Form: In order to be declared a winner, the Potential Winner or, in the event that the Potential Winner is a minor, his or her parent and/or legal guardian must:

- 1. meet the Contest eligibility criteria and otherwise comply with these Rules; and
- 2. sign and return within five (5) business days of notification by e-mail, a Declaration and Release prepared by the Sponsor which, among other things:
 - a. confirms compliance with these Rules;
 - b. acknowledges acceptance of the CIBC Bake Boss Prize, as awarded;
 - c. releases the Releasees 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;
 - d. allows the Releasees 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; and
 - e. in the event that the Potential Winner is a minor, includes the written consent of the Potential Winner's parent and/or legal guardian to the Potential Winner being declared a winner and receiving a CIBC Bake Boss Prize.

If the Potential Winner:

- i. fails to return the properly completed and 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 CIBC BAKE BOSS PRIZE) AND THE SPONSOR RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO SELECT BY RANDOM DRAW FROM AMONG THE REMAINING ELIGIBLE ENTRIES AN ALTERNATE POTENTIAL WINNER (IN WHICH CASE THE FOREGOING PROVISIONS OF THIS SECTION SHALL APPLY TO SUCH NEW POTENTIAL 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

The Sponsor or its representatives will send the CIBC Bake Boss Prize to the winner at his or her registered address. Please allow **six (6) to eight (8) weeks** for delivery.

7) GENERAL TERMS AND CONDITIONS

a. 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. 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 a CIBC Bake Boss Prize. The sole determinant of the time for the purposes of a valid registration and/or entry in this Contest will be the records of the Sponsor's server machine(s) in Eastern Time.

b. No Liability: The Releasees will not be liable for: (i) any failure of the 99 Scholarships Website, Contest Website, Sponsor servers or other 55 Rush Inc. or Student Life Network sponsored websites 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 contest entry 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; or (v) any combination of the above.

c. Right to Void / Terminate / Suspend / Modify: 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 Régie des alcools, des course 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.

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.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

d. 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 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.

e. Name/Image of Winners:

By entering the Contest, each contestant:

1. authorizes the Releasees 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;

2. agrees that anything created by the Releasees 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

3. 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 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 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.

Subject to subsection (e.1.) 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.

f. 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). 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.

g. 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>https://accounts.studentlifenetwork.com/privacy</u>, unless the contestant otherwise specifies by giving Sponsor notice in writing.

h. Conflict: 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.

i. 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.

j. 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 https://accounts.studentlifenetwork.com/privacy. By entering this Contest, each contesting hereby completely releases, discharges and agrees to hold harmless all Third Parties from any and all 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 Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to any Third Party.

k. FOR RESIDENTS OF QUEBEC: Any dispute regarding the organization of a promotional contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.