

OFFICIAL RULES AND REGULATIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Contest is intended for viewing and participation by legal residents of Nova Scotia, Prince Edward Island and Newfoundland, and shall be subject to and construed in accordance with the laws of Canada. **Please do not proceed if you do not satisfy these requirements at the time of entry. Entry into the Contest constitutes your acceptance of these Official Contest Rules and Regulations (“Official Rules”).**

- 1) **ADMINISTRATION:** The Contest is administered and operated ToonAVision, a division of Atlantic Digital Networks Ltd., 40 Pleasant Street, Dartmouth, Nova Scotia B2Y 3P2 (The “Contest Operator”). The decisions of the Contest Operator are final and binding in all matters as they relate to the Contest, including without limitation eligibility and/or disqualification of entries. The Halifax Hurricanes and the Chronicle Herald Parade of Lights are only prize suppliers in this Contest and are not responsible for the operation or administration of the Contest.
- 2) **ELIGIBILITY:** (a) To be eligible to win any prize in the Contest, at the time of entry you must: (i) be of age of legal majority in the province in which you reside; (ii) be the parent or legal guardian of a child who is not younger than four (4) years of age or older than eleven (11) years of age as of October 26, 2018 (each, a “Child”); and (iii) be a legal resident of Canada in either Nova Scotia, Newfoundland or Prince Edward Island. (b) The Contest Operator shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest Operator reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.
- 3) **HOW TO ENTER:** (a) During the period commencing at 9:00 a.m. Atlantic Standard Time (“AST”) on October 1, 2018, and ending at 12:00 p.m. AST on October 26, 2018 (the “Contest Period”), eligible individuals (per section 2) of these Official Rules) are invited to visit any participating Eastlink store and request a 'ToonAVision Colouring & Drawing Contest colouring page' which contains a Contest-related page (the “Contest Page”), the front of which features a Contest colouring sheet (the “Colouring Sheet”) and the back of which features the Drawing Sheet entry form (the “Drawing Sheet”). The Colouring Sheet and Drawing Sheet can also be downloaded from the website www.toonavision.ca. The Contest Period consists of the following four entry periods: (a) 9:00 a.m. AST on October 1, 2018 to 12:00 p.m. AST on October 5, 2018 (the “First Entry Period”) (b) 12:01 p.m. AST on October 5, 2018 to 12:00 p.m. on October 12, 2018 (the “Second Entry Period”) (c) 12:01 p.m. AST on October 12, 2018 to 12:00 p.m. AST on October 19, 2018 (the “Third Entry Period”) (d) 12:01 p.m. AST on October 19, 2018 to 5:00 p.m. AST on October 26, 2018 (the “Fourth Entry Period”). (b) To receive one (1) entry into the Contest, (i) the Child of an eligible individual must complete the Colouring Sheet or Draw an underwater scene or character without the assistance of any other person, (ii) the eligible individual must then submit the fully completed Contest Page to the Contest Operator, either by submitting the fully completed Contest Page via email to contest@toonavision.ca or Share on Instagram or Twitter with the hashtag ToonAVisionContest

(#ToonAVisionContest) or post it on Facebook with the tag ToonAvision (@ToonAvision) during the Contest Period, (c) Each entry that is fully completed, complies with the foregoing requirements and is duly submitted in accordance with the instructions set forth above is referred to as an “Entry”. Incomplete entries will be deemed void. (d) No limit to the number of Entries per person per as long as each Entry is unique. (e) Contest Pages are void if illegible, altered or mutilated. All Contest Pages are the property of the Contest Operator and none shall be returned. (f) Personal information collected during the administration of the Contest, or during any part of the Contest, will only be used in conjunction with executing the terms of the Contest as described in these Official Rules. All information submitted by entrants is being collected by the Contest Operator and will be treated by the Contest Operator in accordance with its Privacy Policy. For a copy of the Contest Operator’s Privacy Policy, email your request to contest@toonavision.ca. The Contest Operator’s treatment of information is subject to each entrant’s stated preferences from time to time.

- 4) PRIZE DESCRIPTION: I. First Entry Period Prize: one (1) eligible Drawing Sheet entrant and one (1) eligible Colouring Sheet entrant will each win one (1) prize consisting of a Pizza Party Lunch (value \$300 CDN). Any difference in value will not be awarded. II. Second Entry Period Prize: one (1) eligible Drawing Sheet entrant and one (1) eligible Colouring Sheet entrant will each win one (1) prize consisting of a Halifax Hurricanes Hoops Party (value \$500 CDN), which includes fifteen (15) lower bowl tickets to the December 2, 2018, 2:00 p.m. AST, Halifax Hurricanes game at the Scotiabank Centre in Halifax, Nova Scotia, fifteen (15) \$10 CDN Scotiabank Centre food vouchers, and Halifax Hurricanes and ToonAVision merchandise (if available). Any difference in value will not be awarded. III. Third Entry Period Prize: one (1) eligible Drawing Sheet entrant and one (1) eligible Colouring Sheet entrant will each win one (1) prize consisting of an Apple Ipad 32GB (value \$430 CDN). Any difference in value will not be awarded. IV. Fourth Entry Period Prize: one (1) eligible Drawing Sheet entrant and one (1) eligible Colouring Sheet entrant will each win one (1) prize consisting of a The Chronicle Herald's Holiday Parade of Lights 2018 VIP package for four (4) people (value \$500 CDN), which includes four (4) seats in the VIP area of the parade route, hot chocolate and snacks (if available), one (1) night hotel accommodation in Halifax and ToonAVision merchandise (if available). Any difference in value will not be awarded. There is a limit of one (1) Prize per person.
- 5) PRIZE CONDITIONS: (a) The winner and the winner’s Child will be solely responsible for any and all costs of transportation and accommodation (and no additional compensation or substitution will be awarded for any difference in prize value), except for the Fourth Entry Period Prize where one (1) hotel room in Halifax is provided. (b) Notwithstanding anything to the contrary herein, each Second Entry Period Prize and Fourth Entry Period Prize winner and his/her Child must be available to attend the awarded Prize event. Should a winner and/or that winner’s Child be unable to attend the event, the Prize will be forfeited in its entirety. (c) Any and all Prizes must be accepted as awarded and may not be transferred, assigned, or redeemed for cash except at the Contest Operator’s sole and absolute discretion. The Contest Operator reserves the right to substitute any stated Prize (or portion thereof) with an alternate prize of comparable or greater value at its sole and absolute discretion, for whatever the reason. Prizes may not be exactly as advertised, and except as expressly warranted herein, each Prize is provided “as is” without further warranty of any kind. All prize details will be determined in the sole discretion of the Contest Operator. Some restrictions may apply. (d) Any and all additional costs and expenses associated with prize acceptance and use not specified herein as being provided, including but not limited to travel and health insurance, transportation costs

(including checked baggage fees, excess baggage fees and ground transportation), meals, gratuities and other expenses incurred by the each prize winner and his/her Child in claiming, accepting and/or using a prize are the sole responsibility of such winner and his/her Child. (e) Any unused portion of a Prize will be forfeited. Each winner is fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).

- 6) **WINNER SELECTION: I. Prize Allocation** (a) At approximately 12:01 p.m. AST on October 5, 12, 19, and 26, 2018, an independent panel of judges selected by the Contest Operator, will determine the best Colouring Sheet and Drawing Sheet per contest period (First, Second, Third, and Fourth Contest Periods). (b) Odds of being selected as a potential winner depend upon total number of eligible entries received. II. (a) of these Official Rules, each potential Prize winner will be notified by a representative of the Contest Operator by email, Twitter, Intagram, or Facebook. In the event that any potential Prize winner does not respond to such notification within three (3) days, incorrectly answers the skill testing question (described in more detail below), as determined by the Contest Operator in its sole discretion, declines a Prize for any reason, or indicates that he/she and/or his/her Child will be unable to attend the Prize event or otherwise comply with the requirements of these Official Rules, he/she will be disqualified, the Prize will be forfeited and, at the Contest Operator's discretion and time permitting, an alternate potential Prize winner may be selected from among remaining eligible Entries received from residents of the applicable province or region during the Entry Period.
- 7) **DECLARING A WINNER:** (a) To be declared a winner and claim the prize awarded, a potential winner must (i) be eligible according to these Official Rules, (ii) correctly answer a mathematical skill testing question which will be administered at a mutually agreeable time, and (iii) sign a duly completed Liability and, except where prohibited by law, Publicity Release form, on his/her own behalf and on his/her Child's behalf, and any other documentation as may reasonably be required by the Contest Operator, and return same to the Contest Operator by the date specified on the applicable documentation. (b) If all required documents are not properly executed and returned within the specified period of time, or the potential winner otherwise fails to comply with these Official Rules, a disqualification will result and the prize will be forfeited and, at the Contest Operator's sole discretion and time permitting, an alternate potential winner may be selected from among all remaining eligible Entries received. (c) Each Prize will be distributed at a mutually agreeable time, provided the winner has fulfilled the foregoing requirements.
- 8) **PUBLICATION, LICENCE, RELEASE, AND INDEMNIFICATION:** By entering the Contest and submitting a Contest Page, each entrant, on behalf of him/herself and his/her Child: (a) grants to Contest Operator, and each of their respective designees the perpetual, unlimited, and irrevocable right and licence to use, license, edit, modify, duplicate and/or create derivative works from his/her child's Colouring Sheet and/or Drawing Sheet throughout the world and in perpetuity, including, but not limited to, the right for Contest Operator and each of their respective designees, as applicable, to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Colouring Sheet and/or Drawing Sheet via the Internet or any other interactive media, in stadium, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without payment of any compensation or notice of any kind to the entrant or his/her heirs and successors, (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming or services of the Contest Operator or for any other advertising, marketing, publicizing or promotional purposes and in any materials related thereto; and/or (iii)

for any other purpose whatsoever; (d) releases in perpetuity the Released Parties from any claims, demands, losses and liabilities of any nature arising out of or in any way connected with the Colouring Sheet and/or Drawing Sheet, and the use thereof as permitted hereunder, including, but not limited to, claims of false endorsement or infringement of intellectual property rights, rights of personality, publicity or privacy; and (e) agrees to indemnify and hold harmless each of the Released Parties from and against any claim or action brought by a person whose consent was not obtained by the entrant or by any person claiming its intellectual property rights, including without limitation, copyright, moral rights (including rights of integrity, attribution and anonymity), trademark rights, or its personality or privacy rights, are infringed by reason of the use by Contest Operator, or any of their respective designees of the Colouring Sheet and/or Drawing Sheet or any part thereof as contemplated by these Official Rules. Nothing herein will obligate Contest Operator to make any use of any of the rights set forth herein.

- 9) **LIMITATION OF LIABILITY:** (a) By participating in the Contest and submitting an entry, each entrant (i) agrees to be bound by these Official Rules, including all entry requirements, (ii) agrees that the decisions of the Contest Operator are final and without appeal, (iii) remises, releases and forever discharges the Contest Operator, Contest Sponsors, and each of their respective parents, affiliated companies and subsidiaries, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “Released Parties”), Instagram, LLC (“Instagram”), Twitter, Inc. (“Twitter”) and Facebook, Inc. (“Facebook”) from any and all actions, causes of actions, suits, debts, dues, accounts, claims, damages, liability, losses, harm, costs or expenses, including without limitation any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, arising out of, or in any way related to, directly or indirectly, the Contest, including without limitation the entrant’s participation in the Contest, any breach of these Official Rules, the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), and any activity that is related to the receipt or use of any Contest prize, and/or the violation or infringement of any intellectual property rights or of any publicity, personality or privacy rights, and agrees to fully indemnify the Released Parties, Instagram, Twitter, and Facebook from any and all claims by third parties relating to the foregoing. (b) By accepting a prize, each winner authorizes, on his/her own behalf and on behalf of his/her Child, the Contest Operator, and each of their respective designees to use in any related publicity, such winner’s and his/her Child’s name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she or his/her Child may make regarding such prize for advertising and promotional purposes worldwide in perpetuity and in any form of media now or hereafter devised worldwide (including the Internet), without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law; and waives, on his/her own behalf and on behalf of his/her Child, any rights that may exist in respect of materials produced pursuant to the foregoing.
- 10) **GENERAL CONTEST TERMS AND CONDITIONS:** (a) The Released Parties are not responsible for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postagedue or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections including those through and/or by any website; (iii) availability or accessibility or miscommunications or failed computer, satellite,

telephone, cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, (v) any error, omission, interruption, defect or delay in transmission, processing, or communication; (vi) non-delivery of any communication or entry; (vii) misdirected, blocked, or delayed email notifications; (viii) printing, typographical or other errors appearing within these Official Rules, in any Contest-related advertisements or other materials; (ix) any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of any prize in any Contest-related materials, or the cancellation or postponement of any event or exhibition, (x) any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; or (xi) any injury or damage to the computer of any entrant or other person related to or resulting from participating in this Contest or downloading materials from or use of any website. (b) Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or the Contest Operator's representatives or who are in violation of these Official Rules, as solely determined by the Contest Operator, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by the Contest Operator, and/or their respective agents. The Contest Operator shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. The Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize, and (ii) disclaim any implied warranty. The failure of the Contest Operator to enforce any term of these Official Rules shall not constitute a waiver of that provision. All disputes will be resolved in the Province of Nova Scotia under applicable Nova Scotian and Federal laws. (c) The Contest Operator reserves the right, in their sole discretion, to cancel, suspend or otherwise modify the Contest (or any portion thereof) and/or to amend these Official Rules at any time and in any way, without prior notice, for any reason, including, but not limited to incidents where a virus, bug, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof). In the event of cancellation, the Contest Operator may elect to identify winners and award the Prizes by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. (d) CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST OPERATOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND THE CONTEST OPERATOR, AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING LEGAL FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. (e) All entry data provided via an entrant's Entry is provided to the Contest Operator, as applicable, and not to Facebook, Twitter, or Instagram. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, or Instagram. Any questions, comments or complaints regarding the Contest should be directed to the Contest Operator and not to Facebook, Twitter, or Instagram. (f) The Contest is subject to all

applicable federal, provincial and municipal laws, rules and regulations. All rights reserved.