CANADA'S LARGEST RIBFEST MORNING LIVE AMATEUR RIB RIVALRY CONTEST 2015

THE CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY TO ENTER. IT IS OPEN TO CANADIAN LEGAL RESIDENTS ONLY, LIVING IN THE PROVINCE OF ONTARIO ONLY; EXCLUDING QUEBEC. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY OR OLDER AT THE TIME OF ENTRY IN THE PROVINCE OF ONTARIO. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

- 1. ELIGIBILITY. To be eligible for this Contest, an individual must:
 - (a) be a legal resident of Canada living in Ontario (excluding the province of Quebec);
 - (b) be of the age of majority or older in Ontario at the time of entry;
 - (c) be the sole owner of all right, title and interest (including copyright) in and to "the Work" (as defined below) submitted in connection with the Contest;
 - (d) enter and participate as an amateur cook and NOT as a representative of or to promote a specific company, brand or product

Employees of Channel 11 Limited Partnership (dba CHCH) and its affiliated, parent, subsidiary and related companies and the Rotary Club of Burlington Lakeshore and 8635919 Canada INC. (dba itravel2000TM), (collectively, the "Sponsors"), their respective affiliates, related companies, arm's length companies, subsidiaries, related companies, advertising and promotional agencies, judges of the Contest and the household members or persons domiciled with of any of the above mentioned employees, are not eligible to participate in the Contest.

2. CONTEST PERIOD. The Contest begins at 12:01a.m. Eastern Time ("ET") on Monday, August 3, 2015 and ends at 11:59p.m. ET on Sunday, August 16, 2015 (the "Contest Period"). After the end of the Contest Period, the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. These Contest rules and regulations are available both online at chch.com ("Contest Website") and in-person at 163 Jackson St. W. Hamilton, ON L8N 3A6. No entries will be accepted by any other means.
- (b) To enter, fill in the information in the required fields on the online entry form on "the Contest" website at chch.com. Include your first name, last name, e-mail address, complete mailing address, daytime telephone number, alternate telephone number and date of birth, along with your best, original, amateur rib recipe and a description of fifty (50) words or less of why you think your rib recipe is the best (an "Entry"). All entries become the property of CHCH and will not be returned to contestants. By

submitting an entry, each entrant: (i) grants to the Sponsors, in perpetuity, a worldwide, non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their entry, in whole or in part, for advertising or promoting the Contest or for any other reason; and (ii) waives all moral rights in and to his/her entry in favour of the Sponsors. Each entrant must submit an online entry form together with their best, original, amateur rib recipe and a description of fifty (50) words or less of why they think their rib recipe is the best. Entrants also have the option to include a digital photo or short video of their best, original, amateur rib recipe with their Entry; (.jpeg, .png, .gif, .wmv, .mov, .m4v, .mp4 file formats with a maximum file size of 4MB for photos and 250MB for videos): (together, the "Work").

- (c) By participating in this Contest, entrant represents and warrants that: (i) the Work does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Work is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsors to use the Work as contemplated by these Contest Rules; (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third party; and (iv) by submitting the Work, each entrant: (i) grants to the Sponsors, in perpetuity, a world-wide, non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their entry, in whole or in part, for advertising or promoting the Contest or for any other reason; and (ii) waives all moral rights in and to his/her entry in favour of the Sponsors.
- (d) Limit of one (1) entry per person during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered. We retain the right to disqualify an entrant, in our sole discretion in the event of evidence of multiple entries.
- (e) All entries become the sole property of the Sponsors and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, incompatible, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected as Qualifiers for a Prize or those that have expressly optin and granted their express permission to be contacted as outlined below in (11.(b) and (c))
- (f) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide the Sponsors with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.
- (g) All Entries are subject to verification at any time and for any reason. The Sponsors reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the

eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsors deem necessary, in their sole and absolute discretion, for the purposes of administering this Contest in accordance with these Contest Rules. Failure to provide such proof to the satisfaction of the Sponsors in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsors.

- (h) In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "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. An entrant may be required to provide proof (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.
- 4. PRIZE.
 - (a) <u>Grand Prize. There is one (1) grand prize available to be won by the grand prize</u> <u>winner ("Grand Prize Winner")</u> consisting of: (1) Travelcash gift card in the amount of \$1,000 CAD, redeemable at itravel2000.

Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable or convertible to cash (no substitutions except at Sponsors' option); (ii) if the winner does not utilize any part of the Grand Prize, then any such part not utilized will be forfeited in its entirety and nothing will be substituted in its place; (vi) Sponsors reserve the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand 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 Sponsors' sole discretion, a cash award; (vii) all travel arrangements relating to the Grand Prize must be made through the Sponsors or their designated agents; (viii) by accepting the Grand Prize, the winner agrees to waive all recourse against the Releasees if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

- (b) The Grand Prize has an approximate value of one thousand dollars (\$1,000 CDN)
- (c) Grand Prize is hereafter collectively referred to as "Prize" or "Prizes". Grand Prize Winners is hereafter collectively referred to as a "Winner" or "Winners".
- (d) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (e) Prizes will be distributed within thirty (30) business days after Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

- (f) Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.
- 5. WINNER SELECTION.

One (1) Winner shall be selected as follows:

- (a) On or about Monday, August 17, 2015 in Hamilton, Ontario, four (4) entrants will be selected as "Semi-Finalists" (each a "Semi-Finalist") by a panel of judges from all eligible entries received during the Contest Period. Entries will be judged on the overall appeal and creativity of the recipe and description submitted. Each Semi-Finalist will be required to be available and appear on the television program "Morning Live" broadcast live from CHCH TV's Studios located at 163 Jackson Street West in Hamilton. Ontario on Thursday. August 27, 2015 between the hours of 6:00a.m. ET - 10:00a.m. ET. Each Semi-Finalist will present their best, original, amateur rib recipe Entry prepared for a panel of judges. Judges will award a score for taste, texture and plating/presentation. The two (2) Semi-Finalists with the highest total overall scores will be deemed the Finalists (each a "Finalist"). In the event of a tie score, judges will each vote for their overall favourite ribs to break the tie and determine the Finalists. The judges, in their absolute discretion, shall select two (2) Finalists based upon the above criteria. The two Finalists will then be required to be available and appear on the television program "Morning Live" on remote location at the "Canada's Largest Ribfest" event located at Spencer Smith Park in Burlington, Ontario on Friday, September 4, 2015 between the hours of 6:00a.m. ET - 10:00a.m. ET. Each Finalist will present their best, original, amateur rib recipe Entry prepared for a panel of judges. Judges will award a score for taste, texture and plating/presentation. The Finalist with the highest total overall score will be deemed the Winner. In the event of a tie score, judges will each vote for their overall favourite ribs to break the tie and determine the Winner. The judges, in their absolute discretion, shall select one (1) Grand Prize Winner based upon the above criteria. The decisions of the judges shall be final and binding and may not be challenged in any way.
- (b) Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to comply with the Contest Rules and sign and return the Release (described below).
- (c) The decisions of the judges shall be final and binding and may not be challenged in any way.
- (d) EACH SEMI-FINALIST WILL BE NOTIFIED BY TELEPHONE AND E-MAIL NO LATER THAN TUESDAY, AUGUST 18, 2015 AT 9:00p.m. ET AND MUST RESPOND NO LATER THAN THURSDAY, AUGUST 20 at 11:00a.m. TO CONFRIM PARTICIPATION IN THE SEMI-FINAL JUDGING. Upon notification, each Semi-Finalist must respond by telephone and e-mail to the contact number and e-mail address provided in the notification. If a Semi-Finalist does not respond in accordance with the Contest Rules, he/she will be disqualified and will

not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.

- (e) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
- 6. RELEASE. Winner will be required to execute a legal agreement and release ("Release") that confirms Winner: (i) confirms that he/she meets the eligibility requirements for the Contest and has complied with these Contest Rules; (ii) accepts the Prize as offered: (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates, related companies and/or arm's length companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including, but not limited, to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Work and Winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within five (5) business days of the verification as a Winner or the selected entrant will be disgualified and the Prize will be forfeited.
- 7. INDEMNIFICATION BY ENTRANT. By entering and/participating in the Contest, each entrant releases and holds Releasees harmless from any and all liability, claims, demands, for any injuries, costs, expenses, losses or damages of any kind to the entrant or any other person, including, without limitation, reasonable legal fees, including an allocable share of in-house lawyers' fees and costs, which Licensee may suffer or incur by reason of any claim, action, demand, suit or proceeding (each a "Claim") resulting from: (i) personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize; (ii) participation in the Contest; (iii) any breach of the Contest Rules, (iv) in any Prize-related activity; (v) the unauthorized use of the names, logos, copyright, trade names, patents, trade-marks or intellectual property of any person or entity by entrant; or (vi) any allegation or threatened allegation that the entrant's participation in the Contest, any breach by entrant of the Contest Rules, or any entrant's Prize-related activity infringes any intellectual property, personal, privacy or proprietary rights of any person or entity. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
- 8. RIGHTS CLEARANCE. By providing the Work to the Sponsors in connection with the

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Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive license to copy, use, modify, reproduce, display, adapt, exhibit, transmit, retransmit and otherwise broadcast the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Sponsors that the Work does not infringe any copyright, trade-mark or other intellectual property interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors reserve the right to disqualify any Work on the basis of concerns relating to the rights of third parties, including, but not limited, to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion. Sponsors reserve the right to request that the entrant to modify the Work in order to comply with the rights of third parties, including, but not limited, to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion. Should entrant decline such Sponsors' request, then the entrant will be disgualified and the Work of another entrant will be selected as the winner of the Contest.

- 9. LIMITATION OF LIABILITY. The Releasees assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Releasees are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Releasees assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Releasees are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Releasees are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest Website.
- 10. CONDUCT. By participating in the Contest, each entrant agrees to be bound by the

Contest Rules, which will be posted at the Contest Website and made available at CHCH located at 163 Jackson Street West, Hamilton, Ontario throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the judges and Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disgualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest Website, or any company website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any company website property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. Semi-Finalists, Finalists and Winner and their guests must at all times behave appropriately when taking part in the contest and observe the Contest Rules and any other rules or regulations in force at the studios and/or locations. The Sponsors reserve the right to remove from the studio premises or location, any Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disgualify such Winner.

11. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest and submitting an Entry, each entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address as provided on his/her Entry_("Personal Information") only for the purpose of administering the Contest, including, but not limited, to contacting and announcing the Semi-Finalists, Finalists and Winner; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) By opting-in online you consent to CHCH's disclosure of your Personal Information to Rotary Club of Burlington Lakeshore and/or itravel2000 so that you may be contacted to promote draws and contests similar to the Contest, promote opportunities to subscribe to newsletters or promotional clubs, and notify you about special events, offers and/or related products or services.
- (c) By opting-in online you consent to CHCH's and any of its corporate affiliates' or related companies' use of your Personal Information to contact you to promote draws and contests similar to the Contest, promote opportunities to subscribe to newsletters or promotional clubs, and notify you about special events, offers and/or related products or services.
- (d) The Sponsors will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Channel Zero Inc. privacy policy which can be found at www.chch.com.

- 12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates, related or arm's length companies. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- 13. TERMINATION. Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 14. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- 15. DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
- 16. Rotary Rotary Club of Burlington Lakeshore and 8635919 Canada INC. (dba itravel2000TM) are not in any way associated with the programs owned or operated by Channel 11 Limited Partnership and its affiliated, parent, subsidiary and related companies, nor are the producers or distributors of such programs associated in any way with the Contest.