

# FRESH TV CONTEST RULES & REGULATIONS

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING CONTEST PERIOD. OPEN TO ALL LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC) OVER THE AGE OF MAJORITY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**INTERNET ACCESS AND A VALID EMAIL ADDRESS IS REQUIRED TO ENTER.**

These contest rules (the “**Contest Rules**”) apply to contests administered by Fresh TV Inc., or its subsidiaries or affiliated company Elliott Animation Inc. (individually or collectively, “**Fresh TV**”) on the Fresh TV platform, including <https://www.freshtvinc.com/>, <http://www.elliottanimation.com/> and <http://www.gbelliott.com/> or its related social media websites, unless otherwise stated (each, a “**Contest**”). If a Fresh TV contest is subject to a different set of rules, those rules will be posted near that particular contest promotion. The rules listed on this page should be read in conjunction with the specific rules for the Contest you wish to enter (the “**Supplemental Rules**”), which can be found at the description page for that Contest (the “**Description Page**”). The Supplemental Rules for the specific Contest you wish to enter are incorporated in these Contest Rules, and by entering into a Contest you agree to be bound by the applicable Supplemental Rules and these Contest Rules. The Contest is void where prohibited by law and is subject to all federal, provincial, state, territorial and municipal and local laws and regulations of Canada and the U.S.

## **1. Eligibility**

The Contest is open to residents of Canada (excluding the Province of Quebec) the United States and the District of Columbia who are the age of majority in their province, territory or state of residence (unless otherwise specified) commencing at 12:01 a.m. Eastern Time (“**ET**”) on the start date indicated on the Description Page and ending at 11:59 p.m. ET on the closing date indicated on the Description Page for the particular Contest (the “**Contest Period**”). Some Fresh TV contests will be open to eligible entrants who between thirteen (13) years of age and the age of majority. In the case of such Contests, personal information will be collected, stored and used in accordance with privacy laws applicable to promotions aimed at minors.

Employees, directors and officers of Fresh TV and any third party prize provider or sponsor (individually and collectively, the “**Contest Sponsors**”), the advertising and promotional agencies, as well as immediate family members (parent, child, sibling and spouse and their respective spouses, regardless of where they reside) or household members (persons living in the same households as such individuals (whether related or not) of any of the foregoing, are not eligible to enter or participate in any Contest.

## **2. How to Enter**

You can enter any Contest by completing certain activities of skill or answering certain questions listed for the particular Contest on the Description Page. For contests run on social media platforms, entrants will be required to log into your own Social Media Account (as defined below) and execute the task as instructed by the Contest Sponsors. Failure to follow the instructions may result in disqualification, to be determined in Contest Sponsors’ sole discretion. Social media entries must also comply with the social media platform’s own terms of use.

Unless otherwise specified on the Description Page for a particular Contest, only one (1) entry per person is permitted during the Contest Period. Multiple entries beyond those permitted under the Contest Rules or the Supplemental Rules will be discarded.

Entries are subject to verification and will be declared invalid if they are found to be reproduced, falsified or tampered with. Contest entrants can only use one (1) Fresh TV, Facebook, Inc. (“**Facebook**”), Instagram, Inc. (“**Instagram**”), Twitter, Inc. (“**Twitter**”) or other social media account (each a “**Social Media Account**” and collectively, “**Social Media Accounts**”) to enter any Contest. If the Contest

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Sponsors discover that any entrant has attempted to: (i) use more than one (1) Social Media Accounts during the Contest Period to enter the Contest; and/or (ii) use multiple names or identities to enter the Contest; then in the sole and absolute discretion of the Contest Sponsors he/she may be disqualified from the Contest. Use or attempted use of any automated, script, robotic or other systems to enter or disrupt this Contest is prohibited and is grounds for disqualification.

In the event of a dispute as to the identity of a winner based on an account, the winning entry will be deemed to be made by the authorized account holder of the account at the time of entry.

Entrants may not enter anyone other than him- or herself in Fresh TV contests.

### **3. Odds of Winning**

Odds of winning depend on the total number of eligible entries received during the Contest Period.

### **4. Prizes and Prize Description**

A general description of the Contest prize will be specified on the Description Page. Prizes may include, without limitation, merchandise, gift cards, toys, concert or movie tickets, books or passes to local events. The approximate retail value of a prize may be between \$5(CDN) to \$200(CDN), depending on the Contest, and will be listed separately on the Description Page for each Contest. Contest Sponsors are not responsible for administering or ensuring compliance with the terms and conditions relating to third party gift cards or tickets.

### **5. Awarding of Prizes to Prize Winners**

The number of and selection of entrants eligible for prizes will be as defined in the Supplemental Rules. Prizes won by an eligible entrant who is a minor in his/her state, province or territory of residence will be awarded to the winner's parent/legal guardian on behalf of the minor, and both the winner and the parent/legal guardian will both be responsible for fulfilling all requirements imposed on the winner under these Contest Rules.

Selected prize winners may be contacted by the Contest Sponsors through social media direct messages ("**DM**"). Such prize winners will then be required to reply to the DM to provide contact information (including, without limitation, full name, email address, mailing address and phone number) for prize fulfillment purposes. If the selected prize winner is discovered to be ineligible after the Contest Sponsors have contacted him or her through DM, the selected prize winner will be required to forfeit the prize and the Contest Sponsors reserve the right to award the prize to an alternate eligible entrant. In addition, except as otherwise permitted by the Contest Sponsors, if the selected prize winner does not reply to any message notifying him or her that he or she has won a prize within five (5) business days, claim the prize and satisfy any other Contest requirements, such winner may be required to forfeit the prize and another eligible entrant may be selected, to be determined in Contest Sponsors' sole discretion.

Before awarding you a prize, the Contest Sponsors may require you to execute and return an affidavit of eligibility, declaration form confirming parental or guardian consent, if applicable, acceptance of the prize offer, a waiver of liability acknowledging the non-liability of the Contest Sponsors, any third party social media platform with whom the Contest is associated, including but not limited to, Facebook, Instagram, and Twitter and their respective affiliates, subsidiaries, advertising and promotional agencies and each of their respective officers, directors, employees, agents and contractors (individually and collectively, the "**Releasees**"), with respect to any injuries, losses or damages relating to the Contest or a prize, a publicity release acknowledging the right of the Contest Sponsors and their advertising and promotional agencies to use the winner's name, photo, voice or statements, without further compensation.

All Contest entrants (and in the case of minors, their parents or legal guardians) and participants shall abide by these Contest Rules.

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**Subject to applicable laws, all decisions regarding the operation of the Contest and awarding of prizes shall be made by the Contest Sponsors in their sole discretion and are considered final, binding and not subject to appeal.**

## **6. Prize Conditions**

All federal, state or province, municipal, local and other taxes on prizes and any other costs and expenses that are associated with prize acceptance and use, and that are not specifically included or provided as part of a prize under these Contest Rules are the sole responsibility of the respective prize winner and his/her guest(s), if applicable. For avoidance of doubt, however, costs for delivery of prizes including shipping, handling and customs and duties will be paid for by the Contest Sponsors unless otherwise specified. You are not the winner of any prize until you receive notification from the Contest Sponsors. Please allow 4-8 weeks for delivery of your prize, which, unless otherwise stated in the Supplemental Rules, will be mailed to the address you provided at registration or after being selected as a potential prize winner.

## **7. Prize Substitution**

The right to receive a prizes is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except that the Contest Sponsors reserve the right to substitute any prize with an alternate prize of equal or greater value. Should prize winners be unable to claim or accept their prizes as awarded, their rights to the prizes or prize portions may be forfeited and another eligible entrant may be selected by the Contest Sponsors, to be determined in their sole discretion.

## **8. No Representations or Warranties**

The Contest Sponsors do not make any representation or warranties, express or implied, as to the quality or fitness of a prize. Prize winners understand and acknowledge that they may not seek reimbursement nor pursue any legal or equitable remedy from the Contest Sponsors should any prize fail to be fit for its purpose or is in any way unsatisfactory to a prize winner.

## **9. Suspension, Modification or Cancellation of Contest**

Subject to applicable law, the Contest Sponsors shall have the right, without prior notice and without any liability, to cancel, suspend or modify the contest rules, the administration of the Contest and/or prizes, including without limitation, if the Contest is not able to be run as planned due to technical failure, tampering or other causes beyond the control of the Contest Sponsors or anything that would impair or affect the administration, security, fairness, integrity, or proper conduct of a Contest.

## **10. Collection and Use of Personal Information**

The Contest Sponsors do not knowingly collect personal information from anyone under the age of 13. However, if a parent or legal guardian of a child under the age of 13 believes that his or her child provided any personal data in connection with this Contest, such parent or legal guardian should contact the Contest Sponsors and request that the child's personal information be deleted.

By entering or participating the Contest and providing personal information such as the entrant's name, address, city, email address or user account information (the "**Participant Information**"), the entrant or participant (and in the case of minors, their parents or legal guardians) grants permission to the Contest Sponsors to collect and use the Participant Information for the sole purpose of administering and promoting the Contest, selecting prize winner(s) and other contest fulfilment purposes in accordance with the Contest Sponsors' privacy policies and all applicable laws. No additional correspondence will take place between the Contest Sponsors and the entrants or participants except in connection with the Contest without the entrant's or participants' express consent.

To view Fresh TV's privacy policy, visit [insert URL to Privacy Policy once complete & uploaded]

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## **11. Ownership of Entries/Content/Publicity Release**

Subject to the use of entrants' personal information in accordance with privacy laws, all entries shall become the property of the Contest Sponsors and their advertising and promotional agencies.

All content provided by the entrant which is non-personal in nature, including not but limited to: User-Generated Content (as defined below), answers to contest questions, comments or postings on contest message boards (the "**Content**"), may be used by Contest Sponsors in the administration and fulfillment of the Contest. Content may be posted for public viewing, used in Contest Sponsors' promotional materials or otherwise published. By submitting an entry, entrants (and their parent/legal guardian if you are a minor in your state or province or territory of residence) grant to the Contest Sponsors and to their respective subsidiaries, affiliates, assignees, designees, licensees, vendors, production companies, advertising and marketing agencies, and programming and content distributors, and the parents, affiliates, subsidiaries, licensees, successors and assigns of all of the foregoing (individually and collectively, "**Licensees**"), a non-exclusive, irrevocable right and license, but not the obligation, to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, dub, superimpose, rebroadcast, transmit, record, publicly perform and distribute and synchronize in timed relation to visual elements, and otherwise make use of and distribute the Content and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all form, format, media or configuration, whether now known or hereafter devised or discovered, for any purpose, throughout the world in perpetuity, on a royalty-free basis, and to authorize others to do so. Entrants (and their parent/legal guardian if entrants are a minor in your state, province or territory of residence) acknowledge and agree that the use of the Content in accordance with the right and license granted in the preceding sentence may be made without any payment, notification or permission to the entrant or to any other party, and entrants (and their parent/legal guardian if you are a minor in your state, province or territory of residence) acknowledge and agree that neither he/she nor any other party shall not be entitled to share in any revenue that the Contest Sponsors and/or their partners or designees may earn or generate through their use of the Content. The Licensees shall also have the right, unless prohibited by law, to exploit, in any and all form, format, media or configuration, whether now known or hereafter devised or discovered, the entrant's picture and/or likeness, voice, name, biographical information and/or the substance and content thereof in connection with the Content, and any and all derivatives of the Content, and the advertising, marketing and promotion thereof. The Licensees shall have the unrestricted and unfettered right to edit, modify, alter, change and exploit the Content as they alone shall determine, and the entrant (and his/her parent/legal guardian if a minor in his/her state, province or territory of residence) hereby waive all author's rights, "droits morales" and "moral rights," including, but not limited to, lending and rental rights, that the entrant (and his/her parent/legal guardian if a minor in his/her state, province or territory of residence) may have in such regard.

Any photo, video, text or other content generated by the entrant that is submitted in connection with contests ("**User-Generated Content**") must not (a) include indecent, discriminatory, hateful or defamatory words or content; (b) invade the privacy rights of any person; (c) include third parties' rights without their consent, (d) include disparaging words about the Contest Sponsors or any third parties, all of the foregoing to be determined in Contest Sponsors' sole and absolute discretion. **Any photos, videos or text submitted by entrants under the age of majority in their province, territory or state of residence may only be submitted with the permission of the entrant's parent or legal guardian.**

## **12. Limitation of Liability**

By entering the Contest, entrants agree that the Releasees shall have no liability and shall be held harmless by the entrant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use, enjoyment or misuse of any prize, or while preparing for, participating in any Contest-related or prize-related activity. The Releasees are not responsible for misdirected, lost, late, incomplete, misdirected, undeliverable, stolen, destroyed or indecipherable entries or communications with entrants or prize winners due to any failure or technical malfunction of the computer systems or equipment, technical problems, or failures of

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any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by any of the Releasees, 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 processing of entries that may cause damage to a user's system or limit an entrant's ability to participate in the Contest. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into a particular Contest, your sole remedy is to receive a replacement entry for a different Contest.

## **13. Choice of Law and Jurisdiction**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Contest Rules, or the rights and obligations of the entrants, prize winners, Contest Sponsors or any other applicable parties, in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and/or the federal laws of Canada, as applicable, without giving effect to any choice of law or conflict of law rules or provisions that may otherwise cause the application of the laws of any other jurisdiction. Any action seeking legal or equitable relief arising out of or relating to the Contest or these Contest Rules shall be brought only in the courts of the Province of Ontario. The entrants and/or prize winner, together with the parent(s)/legal guardian(s) of all entrants and winners who are minors in their state, province or territory of residence, hereby irrevocably consent to the personal jurisdiction of said courts and waive any and all claims of forum non-conveniens or lack of personal jurisdiction.

## **14. General Conditions**

These Contest Rules are subject to and incorporated by reference within Fresh TV's Terms of Use [insert URL to Terms of Use once completed & uploaded] (the "**Terms**"). If there is any conflict between the Terms and these Contest Rules, the Contest Rules take precedence but only in relation to the Contest. In the event of any conflict with any details contained in these Contest Rules and the Supplemental Rules, the Supplemental Rules will prevail to the extent of any such conflict.

The Contest Sponsors may prohibit or disqualify any entrant or person from participating in the Contest or winning a prize if, in their sole discretion, they believe such entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unfair or unlawful practices or who attempt to annoy, abuse, threaten or harass any person or company associated with the Contest. **Any attempt by an entrant or any other person to deliberately undermine the legitimate operation of a Contest may be in violation of criminal and civil laws, and the Contest Sponsors reserve the right to seek remedies and damages or other relief (including legal fees) from any such Contest entrant or person, to the fullest extent permitted by law.**

If any provision of these Contest Rules is held invalid by any law, rule, order or regulation of any government or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

By entering a Contest, you agree: (a) to be bound by these Contest Rules and by all applicable laws and decisions of the Contest Sponsors, which shall be binding and final; (b) to waive any rights to claim ambiguity with respect to these Contest Rules; (c) to waive all of your rights to bring any claim, action, or proceeding against any of the Contest Sponsors or the Releasees in connection with any Contest, or any User Generated Content; and (d) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Contest Sponsors or the Releasees from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (i) any Contest, including but not limited to your participation or inability to participate in any Contest, (ii) typographical or printing errors in these Contest Rules, Supplemental Rules or any Contest materials, (iii) any change in any prize (or any components thereof) due to unavailability, or due to reasons beyond the Contest Sponsor's control, (iv) any interruptions in or postponement, cancellation, or modification of any Contest, (v) human error, (vi) incorrect or inaccurate transcription, receipt or transmission of any entry, (vii) any technical

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malfunctions or unavailability of any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by the Contest Sponsors, any of the Releasees or by you, (viii) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (ix) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (x) any wrongful, negligent, or unauthorized act or omission on the part of any of the Releasees, (xi) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (xii) the negligence or willful misconduct by you. **CONTEST SPONSORS AND RELEASEES ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE, WHETHER TO YOU OR TO ANY OTHER PERSON OR TO ANY PROPERTY, RELATED TO OR RESULTING FROM YOUR PARTICIPATION IN ANY CONTEST AND/OR ACCEPTANCE OF ANY PRIZE. BY PARTICIPATING IN ANY CONTEST, YOU EXPRESSLY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR YOUR PARTICIPATION AND AGREE THAT PARTICIPATION IS SOLELY AT YOUR OWN RISK.**

## 15. Winner's List

For a list of prize winners, write your name and address on a 3"x 5" card and mail it in an envelope to: Winners List [name of specific contest] [insert Fresh TV mailing address]. Winner List requests will only be accepted after the applicable Contest's end date and requests must be received no later than thirty days after such end date.

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