

Schedule "A"

Le Festif! 2024 — Enter For A Chance To Win Two Festival Passes, Plus A Camping Spot!

LE FESTIF! 2024 — ENTER FOR A CHANCE TO WIN TWO FESTIVAL PASSES, PLUS A CAMPING SPOT! (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. VOID IN WHOLE OR 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 be a legal resident of Canada, Employees of Exclaim! Media, their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

2. **CONTEST PERIOD.** The Contest begins at Jun 27, 2024, 12:00:00 PM Eastern Daylight Time and ends at Jul 12, 2024, 10:00:00 AM Eastern Daylight Time (the "Contest Period") after which time 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. No entries will be accepted by any other means. To enter online, complete and submit the entry form located at <http://exclaim.ca/contest/le-festif-2024-enter-for-a-chance-to-win-two-passes-t-o-the-festival-plus-a-camping-spot> (the "Contest Website").
 - b. Limit of one (1) entry per email address. In the case of multiple entries, all entries will be disqualified.
 - c. 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, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.
 - d. 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.

4. **PRIZE.**

- a. There are null Prize ("Prize") and 1 Grand Prize ("Grand Prize") available to be won by the Contest winners ("Winner") consisting of null. Grand Prize consists of One (1) pair of Passeports Desjardins to Le Festif! 2024. Prize has an approximate value of \$null CDN and Grand Prize has an approximate value of \$1 CND. Winner is not entitled to the monetary difference between the actual prize value and stated approximate prize value, if any.
- b. Winner and Guest will be responsible for transportation to and from the venue and any other expense not explicitly included in the Prize.
- c. Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- d. 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 Jul 12, 2024, 10:00:00 AM Eastern European Summer Time in Toronto, Ontario, One (1) entrant will be randomly selected by Exclaim! from all eligible entries received during the Contest Period. Each entrant shall be eligible to win only one (1) Prize.
- b. 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. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from 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, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

7.

LIMITATION OF LIABILITY. The Sponsors 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 Sponsors 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 Sponsors 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 Sponsors 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. The Sponsors 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, the Contest Website, and/or exclaim.ca.

8.

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 Exclaim!, 849A Bloor Street West, Toronto, Ontario, M6G 1M3 throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify 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; the Contest Website, or any exclaim.ca website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any exclaim.ca 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, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.** Winner and Guest must at all times behave appropriately when taking part in the Prize and observe the Contest Rules and any other rules or regulations in force at the applicable locations. The Sponsors reserve the right to remove from the Prize-related locations, any Winner and Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and Guest.

9.

PRIVACY / USE OF PERSONAL INFORMATION.

- a. By participating in the Contest, entrant: (i) grants Exclaim! the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (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.

- b. By entering online, you consent to Exclaim!'s 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 related products or services.
10. **TERMINATION.** Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, 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.
 11. **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.
 12. **LANGUAGE 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. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.
 13. **FOR RESIDENTS OF QUEBEC.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

Schedule "B"

I. Entrant Information:

The Entrant Information collected shall consist of the following information:

1. Name
2. Email
3. Address

4. Age
5. Phone Number
6. Opinion

II. **Use of Entrant Information:**

Unless otherwise permitted hereunder and only where online Entrants have "opted in" for such uses, Entrant Information may be used solely for the following purposes:

1. **Exclaim!'s Permitted Use:** Exclaim! may use Entrant Information to contact Entrant to: (i) promote draws, interactive features and contests similar to the Contest; and (ii) notify Entrants about programs and special events