

"THE SWAP" Contest 2020 OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY**

Internet access and a valid Instagram® account are required Open to Canadian residents excluding Quebec who have reached the age of majority in their Province or Territory of residence as of the date of entry. Employees, agents and representatives of the Sponsor or of its subsidiaries, their advertising and promotional agencies or suppliers of prizes, products, services and material related to this contest, as well as members of their immediate family (defined as parents, siblings, children and legal or common-law spouses, regardless of where they reside), and any individuals with whom such employees, agents and representatives are domiciled, are not eligible.

2. **CONTEST PERIOD (i.e. duration of the Contest)**

The "THE SWAP" contest is held by **Simon and Schuster Canada** (the "Sponsor"). The contest (the "Contest") begins at approximately 12:00:00 p.m. ET on July 1, 2020 and ends at 11:59:00 p.m. ET on July 12, 2020 (the "Contest Period").

3. **HOW TO ENTER**

NO PURCHASE NECESSARY. **Internet access and valid Instagram® account required.** During the Contest Period enter by visiting Sponsor's Instagram profile and follow the instructions to upload a photo and comment (the "Material") on the Contest post no later than 11:59:00 PM Eastern Time on July 12, 2020. You understand that you are providing your information to the Sponsor and not to Instagram®. The information you provide will only be used as noted in the disclosure statement.

****By uploading a photo and commenting on the Contest post, you confirm that you accept and have complied with these Official Contest Rules and Regulations.** If you have not reached the age of majority in your Province or Territory of residence, you will not be able to participate in the Contest.

4. **LIMITS.**

Entrants must respect the following limits, otherwise they may be disqualified. For the purpose of these Official Contest rules, a "day" means a 24-hour period beginning at 12:00:00 a.m. ET (i.e. midnight)

LIMIT OF ONE (1) ENTRY PER PERSON. Use of automated devices is prohibited; automated entries (including but not limited to entries submitted using any robot, script, macro, or other automated service) are not permitted and may result in disqualification. **ONLY ONE (1) EMAIL ADDRESS AND ONE (1) INSTAGRAM ACCOUNT MAY BE USED BY ANY PERSON. THE EMAIL ADDRESS, CIVIC ADDRESS AND NAMES WILL BE TAKEN INTO ACCOUNT TO VOID MULTIPLE ENTRIES**

5. **CONDITIONS APPLICABLE TO THE MATERIAL SUBMITTED:**

The following conditions apply to the Material submitted:

The Material must not contain inappropriate content, including content which is explicitly sexual, offensive, harassing, discriminatory, libelous, violent, malicious, hateful, content which may be against knowledgeable accepted standards of good behaviour among the Canadian society or which depreciates Sponsor's products or services. It must not contain suggestive images promoting an illegal activity and must not contain commercial content showing or promoting a product or service other than those of the Contest Organizers. Any portion of the Material submitted which is protected by copyright, any other intellectual property right or the right of a third party, may not be submitted unless the entrant has obtained all required authorizations.

6. **STATEMENT OF CONSENT, AUTHORIZATION AND RELEASE IN CONNECTION WITH THE MATERIAL SUBMITTED**

6.1 By entering the Contest, entrants provide the following authorization:

**Statement of consent, authorization and release
in connection with the Material submitted**

I grant the Sponsor and its representatives the authorization to reproduce, broadcast, publish, distribute, represent in public, edit and modify the Material submitted and I declare to have obtained such authorization from any person who is represented in the Material, as the case may be. These are worldwide authorizations, without any further compensation beyond my participation in this Contest and for an unlimited period of time, for the purposes of this Contest or for any other purpose related to the activities of Sponsor, including but not limited to, broadcast in various media including any of the Sponsor's Website, web banners, existing Internet platforms (Facebook, Twitter, Flickr, YouTube, etc.) or advertising material promoting the present Contest or its future editions, as the case may be, or the services and/or products of the Contest Organizer. I agree to the use of my first name, first letter of my last name and city of residence in connection with the Material submitted. I declare that the Material submitted is original, that I am its sole author or that I have obtained all required rights or authorizations for its use according to the terms set out in these Contest rules and that I am not in violation of any law or third-party right. Upon request, I agree to provide the Sponsor and its representatives with the authorizations mentioned in this section. I acknowledge that the Sponsor and its representatives have no responsibility concerning the use and broadcast of the Material submitted for the authorized purposes and they cannot be held liable for any claim whatsoever under these terms and conditions or the terms of use of the Website by users. I undertake to reimburse Sponsor and its representatives for any expense incurred by them in the event

of a claim or legal proceedings resulting from the use or the broadcast of the Material submitted.

- 6.2 The Sponsor reserves the right to withdraw the entrant's Material submitted on the Contest website in whole or in part, after it has been broadcast. The Sponsor also reserves the right to modify, in whole or in part, the Material submitted, or to disqualify the entrant if for any reason it was found that his/her entry does not comply with these Contest rules.

7. **PRIZES**

There is one (1) Prize available to be won consisting of one (1) \$100 e-gift card from Mejuri and one (1) copy of *The Swap* by Robyn Harding. Approximate retail value ("ARV") of the prize is CDN\$125.00.

PRIZE MUST BE ACCEPTED AS AWARDED. THE PRIZE MAY NOT BE SOLD OR TRANSFERRED AND IS NOT CONVERTIBLE TO CASH. SPONSOR RESERVES THE RIGHT TO SUBSTITUTE A PRIZE OF EQUAL OR GREATER VALUE AT ITS SOLE DISCRETION. SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ANY IMPLIED WARRANTIES, WITH RESPECT TO THE PRIZE.

8. **HOW TO WIN**

PRIZE DRAW AND CHANCES OF WINNING

On or about **12:00:00 PM ET on July 13, 2020**, in Toronto, Ontario, a random draw will be conducted from all eligible entries received during the Contest Period.

Odds of being selected as eligible to win the Prize will depend on the number of eligible entries received during the Contest Period. If you are selected as eligible to win the Prize, Sponsor will comment on your entry post within approximately ten (10) minutes of the end of the Contest Period and request that you contact them to complete the necessary qualification.

9. **PRIZE CLAIM CONDITIONS**

Before being declared the winner, the selected entrant must first correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by email. The selected entrant will also be required to complete and return to Sponsor (or its authorized agent) by the deadline specified in the documents a written declaration and release (the "Declaration and Release"), declaring that the entrant is eligible to win the prize in accordance with these Official Contest Rules and releasing Sponsor, Instagram®, and all of their respective directors, officers, owners, partners, shareholders, employees, agents, representatives, successors and assigns from any liability in connection with this Contest, or the use, misuse or possession of any prize

and any travel related thereto. Prizes will only be awarded to verified winners.

Sponsor will email the Declaration and Release to them, which will need to be returned electronically within 24 hours of receiving it. If a potential winner (a) cannot be reached by email within twenty four hours of being selected; (b) fails to correctly answer the mathematical skill testing question ; (c) fails to provide any required proof of eligibility, return the properly executed Declaration and Release within the specified time, or other non-compliance with these Official Rules then he/she may, at the Sponsor's sole discretion, be disqualified and another potential winner who will be subject to disqualification in the same manner will be selected from among the remaining eligible entries for the Contest Period. Sponsor will not be responsible for failed attempts to contact a potential winner. **Please note that an electronic signature on the Declaration and Release form, or a scanned copy of an originally signed Declaration and Release, will be as binding, and have the same legal effect as receipt by the Sponsor an originally signed document.**

Prize will only be awarded to verified winner. Allow 6-8 weeks delivery for Prize after return of a completed Declaration and Release.

The prize must be accepted as awarded and may not be substituted, transferred to another person, replaced by another prize or exchanged in whole or in part for cash, except as provided below.

The Sponsor reserves the right to replace a prize (or a portion thereof) with one of the same kind and of equivalent value or, at its sole discretion, with the cash value of the prize (or a portion thereof) as indicated in the contest rules.

In no event shall the Sponsor, its affiliates, their advertising and promotional agencies, the suppliers of goods, materials or services related to this contest, and their employees, agents and representatives be required to award more prizes than those indicated in these contest rules or to award a prize otherwise than in accordance with these contest rules.

10. PERSONAL INFORMATION

***The Personal information that you provide when you enter this Contest is being provided to Sponsor and its authorized agents and not to Instagram®.

Sponsor and its authorized agents will only use and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest. By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, and likeness in any advertising and publicity Sponsor may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: http://www.simonandschuster.ca/about/privacy_policy.

11. RIGHT TO VOID/TERMINATE/SUSPEND/MODIFY

Any materials used in this Contest which have been tampered with, mutilated, altered,

forged, reproduced, not legitimately obtained, are illegible or which contain or reflect computer, software, printing, production or other errors will be void. Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole opinion, any factor interferes with its proper conduct as contemplated by these Official Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, printing errors, programming errors, seeding errors, technical failures, or any causes beyond the reasonable control of Sponsor, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above. No more than the above-stated number of prizes will be awarded. Should any error of any kind, whether technological, printing, production, human or otherwise, or any other event result in more prizes being claimed than the number stated above, the prizes not yet awarded may be awarded in a random drawing from amongst all eligible claimants who have not yet received a prize. In any such drawing, the selected entrants must correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical time-limited skill-testing question to be administered by telephone, email or mail, and execute any documents as may be required before being declared a winner.

12. GENERAL CONDITIONS

Winning a prize is contingent on fulfilling all the requirements set forth herein. All entries become the property of Sponsor and will not be returned or acknowledged. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or otherwise non-compliant will be void. All entries and prize claims are subject to verification. By entering this contest, entrants agree to abide by these Official Contest Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. 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 and/or Contest Webpages, violates the Official Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of the person who submitted an entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. All information provided by the participant must be complete and accurate. The Sponsor will not be held

responsible for any or all computer problems or a late/incomplete/erroneously sent prize claim. No communication or correspondence related to this contest shall be exchanged with entrants except as provided for in the contest rules or at the Contest Organizer's initiative. If a section of the contest rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.

13. **LIMITATIONS OF LIABILITY AND RELEASES**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR®, INSTAGRAM®, THEIR PARENT, RELATED AND AFFILIATED COMPANIES, THEIR ADVERTISING AGENCIES, PROMOTIONAL AGENCIES, FULFILLMENT HOUSES AND PRIZE SUPPLIERS, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) A PRIZE, INCLUDING THE ACCEPTANCE, PARTICIPATION IN, MISUSE OR USE OF THE PRIZE; B) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR C) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY.

Without limiting the foregoing, the Releasees shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Sponsor's Instagram® page use, 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 submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein. The Sponsor does not warrant that access to or use of the contest website will be uninterrupted during the Contest Period or error-free.