

Crush* Fest Contest
CONTEST RULES & REGULATIONS

**Internet access, PIN and valid email account
necessary in order to participate**

1. CONTEST PERIOD

The Crush Fest contest (the “**Contest**” or “**contest**”) commences 12:00:01 pm ET on June 30, 2011 and ends 11:59:59 am ET on September 7, 2011 (the “**Contest Period**”). This contest is brought to you by Canada Dry Mott’s Inc. (the “**Contest Sponsor**”).

2. ELIGIBILITY

NO PURCHASE NECESSARY TO ENTER CONTEST. The contest is open to all legal residents of Canada who are 13 years of age or older.

Notwithstanding the above, this contest is not open to employees, officers and directors of the Contest Sponsor, its respective divisions, subsidiaries, affiliates, its bottlers, redemption/recycling centres, advertising and promotional agencies and representatives, contest suppliers, prize suppliers and judges, members of their immediate families (parents, siblings, spouses) and those with whom they are domiciled.

3. HOW TO ENTER

During the Contest Period, obtain a unique Personal Identification Number (“**PIN**”) imprinted under the cap of specially-marked 591 mL, 2 L and 710 mL bottles and inside the cartons of 12 x 355 ml packs of Crush* soft drinks (each, a “**Participating Product**”) or without purchase, by email (see below). While supplies last.

There are two (2) ways to enter:

(1) online

(2) from your mobile device, using text messaging (the “**Text**”) plus online registration

(1) Online Entry: Entrants can enter the contest through the “Crush Fest” contest application on the Facebook Platform (the “**Application**”). Entrants can also find the Application on the “Crush Fest” tab on the Crush Canada page on Facebook. To enter, complete the entry form in full following all online instructions and enter one (1) valid PIN from the cap/carton of Participating Product (or received by email (see below)).

Entrants will be required to “Like” the Crush Canada page prior to installing the contest Application.

Ten (10) of the Grand Prizes (see Rules 4 and 5 below) will be awarded via random draw after the contest closing date and fifteen (15) of the Grand Prizes (the “**Judged Grand Prizes**”) will be awarded amongst eligible entrants who, in addition to PIN entry, submitted Uploaded Content (as defined herein), which will be judged according to the judging criteria set out in these official Contest Rules (“**Official Rules**”, “**Contest Rules**” or “**Rules**”).

To be eligible for a chance to win a Judged Grand Prize, entrants may (in addition to entering their PIN in accordance with these Official Rules) upload via the contest Application, at the time of entry, a video, photo and/or story about why they are a fan of Crush and/or why they want to attend Crush Fest (the “**Uploaded Content**”), following all online instructions and in accordance with the creative/technical requirements and content guidelines outlined below. Uploaded Content will be judged according to the criteria set out in these Official Rules.

Limit one (1) item of Uploaded Content (video, photo and/or essay) per entrant during the Contest Period.

(i) Uploaded Content (Video Submission) Creative/Technical Requirements

- **Creative Requirements:** Entrant may submit a video performance on why they are a fan of Crush and/or why they want to attend Crush Fest. Video must not have been submitted in any other competition or previously published. Modifying, enhancing or altering a third party’s pre-existing work does not qualify as entrant’s original creation.
- **Running Time:** Minimum thirty (30) seconds - Maximum one (1) minute in length. If any entry is less than thirty seconds or more than one minute in length, the entry may be disqualified.
- **Language:** Other than the performance, no dialogue is required. Should dialogue be included and the Contest Sponsor determines that the dialogue is inappropriate, the video will not be eligible for any prize consideration and may be withdrawn from the contest at any time at the sole discretion of the Contest Sponsor. To be performed in English or French.
- **Uploading/Formatting:** Video submission can be created in the following file formats: .WMV, .AVI, .MOV, FLV, MPEG4 and MPEGPS and may not be larger than 40MB in size.

(ii) Uploaded Content (Photo Submission) Creative/Technical Requirements

- **Creative Requirements:** Entrant must submit a photo and/or picture taken/created by the entrant expressing why they are a fan of Crush and/or why they want to attend Crush Fest. Photo/picture must not have been submitted in any other competition or previously published. Modifying, enhancing or altering a third party’s pre-existing work does not qualify as entrant’s original creation.
- **Uploading/Formatting:** be in electronic format (.jpg or .png) and at least 72dpi and 3Mbs or smaller.

(iii) Uploaded Content (Story Submission) Creative/Technical Requirements

- **Creative Requirements:** Entrant must submit an original story with maximum of 250 words and written by the entrant expressing why they are a fan of Crush and/or why they want to attend Crush Fest. Story must not have been submitted in any other competition or previously published.
- **Language:** To be written in English or French.

(iv) Uploaded Content (All Forms) – General Guidelines

- Content cannot promote any activities that may appear unsafe or dangerous;
- Content cannot be obscene or offensive, or endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks about any person or entity, including but not limited to the Contest Sponsor or its affiliates, as determined in the sole discretion of the Contest Sponsor;
- Content cannot contain any material that may, in the sole discretion of the Contest Sponsor, infringe on the intellectual property rights of any third party, including but not limited to, copyrights or trademarks owned by others. You must use your own original material in the creation of your Uploaded Content. If your Uploaded Content contains any third party material (e.g. music, celebrity images, corporate logos, or the name or likeness of any recognizable individual, other than the entrant, etc.), Contest Sponsor may in its sole discretion, disqualify your entry from the Contest. In the alternative, Contest Sponsor may ask you to provide the appropriate legal documentation that demonstrates (to Contest Sponsor's satisfaction) that you have received proper permission to use such material for all purposes related to this contest and for the promotion of the Contest Sponsor and its products and services, with a right to further grant and transfer such permission to Contest Sponsor and its affiliates. Failure to provide appropriate legal documentation, as determined in Contest Sponsor's sole discretion, may result in disqualification of your Uploaded Content in the sole discretion of Contest Sponsor and without notice to you.
- Content cannot contain, advertise or promote any third party brand or product of any kind or contain any personal identification;
- Content cannot contain materials embodying the names, voices, likeness, or other indicia of, or identifying any person, living or dead (other than yourself), unless appropriate permission and releases have been obtained for your use of such material in your Uploaded Content. Failure to provide this documentation may result in disqualification of your entry in the sole discretion of Contest Sponsor without notice to you;
- Content cannot contain material that is unlawful, in violation of or contrary to the laws or regulations in any province or territory where the Uploaded Content was taken/created;
- Uploaded Content may include Crush content and products; and
- In addition to the requirements and guidelines above, Uploaded Content must not contain obscene or pornographic material, contain defamatory or libelous statements, invade privacy rights, exploit individuals or in any other way violate applicable laws and regulations.

NOTE TO MINORS: The Contest Sponsor reserves the right, in its sole and

absolute discretion, to contact the parent/legal guardian of any eligible entrant who is under the age of majority in his/her province/territory of residence (a “**Minor**”), at any point during the Contest, for the purposes of verifying such parent or legal guardian’s: (i) agreement to be legally bound by these Official Rules; (ii) consent to the Minor’s participation in this Contest and use of his/her Uploaded Content, if applicable; and/or (iii) consent to the collection of the Minor’s personal information if he/she is under the age of sixteen (16). If the Minor refuses to provide his/her parent/legal guardian's contact information at the request of the Contest Sponsor, then such Minor may be disqualified, at the sole and absolute discretion of the Contest Sponsor.

Contest Sponsor reserves the right to disqualify any Uploaded Content for any reason, in its sole and absolute discretion, including the determination in its sole discretion that the Uploaded Content fails to satisfy any of the above guidelines, or is inconsistent with the goals, image, or policies of the Contest Sponsor. Contest Sponsor further reserves the right, in its sole and absolute discretion, to edit (or to require the entrant to edit and resubmit) any Uploaded Content that contains material that violates these Contest Rules.

All visitors to the Contest page may “vote” for the entrant’s Uploaded Content using the Contest Application. However, there is a limit of one (1) “like” per person/ email address per day. In order to “vote” for the entrant’s Uploaded Content using the Contest Application, the visitor must first “Like” the Crush Canada page prior to installing the contest Application. Entries that are determined in the Contest Sponsor’s sole discretion to be the subject of any scheme designed to compensate individuals for engaging in activities that directly increases an entry’s votes will be disqualified from the Contest. Entries may also be disqualified in the event that the individual who submitted the entry has engaged, or is suspected of engaging, in methods designed to affect their votes or those of any other entry in violation of these Contest Rules.

(2) Mobile Device Entry: To enter the Contest by this method, send a Text with the PIN obtained from a Participating Product or received by email (see below) to the short code “CRUSH” (27874) from your mobile device. **NOTE:** Text messaging fees may apply depending on the entrant’s mobile device carrier and text messaging package and are the responsibility of the entrant/account holder. By sending a Text to short code “CRUSH” the entrant acknowledges that he/she understands and consents to the Contest Rules. Entrant must be the person in whose name the mobile device account for the mobile device used to enter the contest via Text is registered (the “**Mobile Account Holder**”) or have the express permission of the Mobile Account Holder. Entries made via Text without the permission of the Mobile Account Holder may be disqualified, at the sole and absolute discretion of the Contest Sponsor. Once a PIN has been submitted by Text, you will receive a reply message advising whether or not your PIN is a potential winner of an Instant Win Prize.

Entrants who enter the contest using their mobile device must go to

www.facebook.com/crushcanada and register using the mobile device number associated with the mobile device originally used to enter the contest. The registration process is complete when all mandatory fields are completed and entrant has linked the original mobile device number to their online registration form. **NOTE: Any Instant Win Prize won will remain on hold in the entrant's Crush Fest account until the entrant registers fully online. However, failure by a text message entrant to fully register online and complete the skill-testing question within seven (7) days after submission of the PIN will result in disqualification to any potential Instant Win Prize associated with that entry. Instant Win Prizes cannot be won or claimed and PINs cannot be submitted into the Grand Prize draw until entrant registers online in accordance with these Contest Rules.**

No Purchase Entry: To obtain a PIN without making a purchase, handwrite your name, age, full mailing address and email address on a piece of paper (not exceeding 8.5" by 11") and mail in an envelope bearing sufficient postage to: Crush Fest Contest, c/o TraffikGroup, 559 College Street, Suite 301, Toronto, ON M6G 1A9. You will receive **by email** one unique PIN for contest entry, while supplies last. Each no purchase PIN request must be mailed in a separate envelope and must be received on or before September 1, 2011.

Each entry into the contest must be made with a new and unique PIN legitimately obtained in accordance with these Contest Rules. Potential winners may be required to submit their product cap, carton and/or original PIN reply email (for no purchase necessary) with PIN matching winning contest entry in order to be awarded a prize. Each unique PIN can only be entered once during the contest period. PINs have no cash surrender value nor may they be used for any purpose other than as specified in these Contest Rules.

PINs obtained without purchase may only be used for contest entry, not for free song download.

Entrants may only use one social media account, email address and/or mobile phone number to enter. Entries made using multiple social media accounts, email addresses or generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

By entering this contest, participants agree to be bound by these Contest Rules and the decisions of the Contest Sponsor and contest judges.

4. **PRIZES**

GRAND PRIZE: There are a total of twenty-five (25) grand prizes (the "**Grand Prize**") available to be won. Each Grand Prize will consist of:

- two (2) tickets to Crush Fest, a private event featuring the band **The New Cities** and taking place on Saturday, October 22, 2011;
- return economy class airfare for two (2) departing from the major airport

- nearest the winner's home to Toronto, Ontario in which Contest Sponsor's selected air carrier flies, and ground transportation (via airport shuttle) to the accommodation. If an eligible winner resides within a 500 km radius of Toronto city hall, ground transportation may be substituted for air transportation;
- one (1) night hotel accommodation (double occupancy) in Toronto, Ontario (accommodation to be selected at the Contest Sponsor's sole discretion)
 - Transportation to/from hotel to Crush Fest venue; and
 - Swag bag

Ten (10) Grand Prizes will be awarded via random draw after the contest closing date (see Rule 5 below) and fifteen (15) Grand Prizes will be awarded amongst entrants who, in addition to PIN entry, submitted Uploaded Content in compliance with these Official Rules. The Grand Prizes will also be allotted as follows:

Random Draw (10 Winners)	Judged Content (15 Winners)
2 West (BC/AB/MB/SK/NT/YK)	2 West (BC/AB/MB/SK/NT/YK)
3 Ontario	6 Ontario
3 Quebec	6 Quebec
2 East (NS/NB/NF/PEI)	1 East (NS/NB/NF/PEI)

NOTE: In order to accept and attend the Grand Prize, the potential Grand Prize winner and his/her guest must be thirteen (13) years or older. If a potential Grand Prize winner is under the age of majority in their province/territory of residence, the winner and his/her guest must be accompanied by the potential winner's parent and/or legal guardian. Air fare, hotel accommodation, and ticket to Crush Fest will be provided for the parent and/or legal guardian. If the winner's proposed guest is under the age of majority in his/her province/territory of residence, the guest's parent or legal guardian must consent in writing, in form and substance satisfactory to the Contest Sponsor, in its sole and absolute discretion, to the guest accompanying the potential winner on the Grand Prize trip. The Contest Sponsor reserves the right to require that any guest who is under the age of majority be accompanied on the Grand Prize trip by his/her parent or legal guardian.

Approximate retail value of each Grand Prize will vary, depending on point of departure and whether or not a parent or legal guardian accompanies the winner and guest. Sample approximate retail value, based on a Vancouver departure (and assuming the Grand Prize involves the winner, guest and a parent or legal guardian) is \$7854.00 CDN.

The Grand Prize is tentatively scheduled for October 22, 2011, subject to confirmation or change, at the sole and absolute discretion of the Contest Sponsor.

INSTANT PRIZES: There are a total of five thousand five hundred and eighty (5580) instant prizes (“the **Instant Prize**”) available to be won during the Contest Period. The description, number and approximate retail value of the Instant Prize are as follows:

Instant Prize Description	# Available to be won	Approximate Retail Value (CDN EA)
Sony Song Download	5040	\$ 1.29
XBOX 360 4GB Kinect Gaming Pack	25	\$ 349.98
Samsung Focus Windows Phone	25	\$ 599.00
The New Cities Prize Pack Including The New Cities LG T-Shirt, The New Cities Poster, The New Cities Downloadable Album	140	\$ 44.99
Free 591 mL Crush Coupon	350	\$ 2.15

The number of Instant Prizes available to be won will diminish as prizes are awarded during the Contest Period.

Calling/Data plans are not provided with the Samsung Focus Windows Phone Instant Prize and winner assumes responsibility for obtaining/arranging/paying for same with their service provider of choice and for any obligations to the mobile service provider in connection with the purchased service/plan, including, without limitation, contract commitments.

Prizes must be accepted as awarded and may not be transferred (except at the sole and absolute discretion of the Contest Sponsor), exchanged or refunded. The Contest Sponsor reserves the right, in its sole discretion, to substitute a Prize or portion thereof with one of at least equal value (including, without limitation, at the sole and absolute discretion of the Contest Sponsor, a cash award), in the event of the unavailability, for whatever reason, of the advertised Prize(s) or any portion thereof.

Shipped Prizes shall not be insured and the Contest Sponsor shall not assume any liability for lost, damaged or misdirected Prizes. Any assembly required for a Prize will be at the winner’s sole responsibility and expense.

1. **PRIZE AWARD**

Instant Prizes: During the Contest Period, 5,580 random times will be selected via a computerized randomizer program (each, a “**Winning Time**”). Each entry which is entered on, or most closely following, a Winning Time will initiate an onscreen message indentifying the entrant as a potential winner of one of the

Instant Prizes described above.

Odds of being a selected winner of an Instant Prize will depend upon date and time of entry and the number of eligible entries received.

Before being declared a winner of an Instant Prize, the potential winner must correctly answer, unaided, a mathematical skill-testing question. Winners of the XBOX 360 4GB Kinect Gaming Pack or the Samsung Focus Windows Phone Instant Prizes will also be required to complete, sign and return a Declaration and Release Form (and any other documents, as applicable) by the date indicated on the form (the “**Prize Claim Date**”).

Where a Declaration and Release Form is required to be signed, a representative of the Contest Sponsor will contact the potential winner of an Instant Prize by email and/or telephone within five (5) business days following the on screen notification. If a potential winner of an Instant Prize cannot be contacted by email within such five (5) business day period, fails to return the required Declaration and Release Form (see below) by the Prize Claim Date, he/she will forfeit the Instant Prize. Prizes will only be awarded as noted in the on screen notification. Unclaimed Instant Prizes will not be awarded.

Grand Prize Judging: On or about September 8, 2011, Contest Sponsor and judges will judge Uploaded Content according to the following judging criteria and will select, in their sole and absolute discretion, fifteen (15) Grand Prize winners.

Judging Criteria: All Uploaded Content will be judged according to the following judging criteria, which will be equally weighted:

- A. Brand Fit/Integration of Crush (entry fits with the personality of the brand, entry strongly communicates Brand essence).
- B. Creativity (entry is interesting, original and shows creativity).
- C. Passion for Crush (entry demonstrates that entrant has a strong passion for Crush, energy and enthusiasm).
- D. The popularity of the entrant’s Uploaded Content as demonstrated by the number of votes.

Grand Prize Draw (Random): Following the selection of the Grand Prize winners above, a random computerized draw for ten (10) Grand Prizes will be made from the remaining eligible entries received at approximately 2:00 pm ET on or about September 8, 2011 in Toronto, Ontario.

In the event that an entrant is selected as a potential Grand Prize winner from the judging of his/her Uploaded Content, he/she will not be eligible to win another Grand Prize from the random draw.

Potential Grand Prize winners will be contacted by telephone and/or email on or before September 14, 2011 with further information on how to be confirmed as a

winner and claim the Grand Prize. If a selected entrant cannot be reached, for whatever reason, by this date, another entrant may be randomly selected at the sole and absolute discretion of the Contest Sponsor.

Before being declared a winner of the Grand prize, each selected entrant must correctly answer, unaided, a mathematical skill-testing question to be administered by telephone at a pre-arranged mutually convenient time and complete, sign and return a Declaration and Release Form (and any other documents, as applicable) by the Prize Claim Date.

Odds of being a selected a Grand Prize winner for Grand Prizes awarded via random draw will depend upon the total number of eligible entries received during the Contest Period.

Odds of being a selected a Grand Prize winner for Grand Prizes awarded via judging will depend on the number and quality of entries with Uploaded Content received during the Contest Period.

Prize Claim Date: All Prizes must be claimed by the Prize Claim Date. If a selected entrant cannot be reached within the timeframe specified above, fails to reply within two (2) business days following contact by the Contest Sponsor's representative, is not in compliance with these Contest Rules, incorrectly answers the skill-testing question, declines the Prize, email correspondence between the Contest Sponsor and selected entrant is returned as undeliverable without a forwarding address, or fails to return the Declaration and Release form (and any other documents, as applicable) by the Prize Claim Date, cannot travel on the dates designated by the Contest Sponsor or cannot attend Crush Fest on the scheduled date (if applicable), the Prize may be forfeited by that selected entrant and the Contest Sponsor reserves the right to randomly select another entrant from the remaining eligible entries to award the Prize. Prizes will be awarded subject to these Contest Rules, upon receipt of the properly completed and executed Declaration and Release form and verification of Prize winner.

If an entrant who is under the age of majority in his/her province/territory of residence is selected as a Prize winner, the Prize will be awarded to the selected entrant's parent or legal guardian. The parent or legal guardian shall release the Contest Entities (as defined below) from all liability with respect to the contest or any Prize awarded.

GENERAL

6. For the Grand Prize, bookings are subject to availability, changes in itinerary and other restrictions. Blackout dates may apply. At the time of booking, winner must provide valid travel documents for both the prize winner, his/her travelling companion and/or parent/legal guardian, if applicable. Bookings are also subject to all rules and regulations of the applicable airline or other carrier. Trip must be booked through Contest Sponsor's promotional agency. Trips cannot be

modified by winner. All bookings are subject to existing availability and are subject to change at the sole discretion of the Contest Sponsor. Actual retail value of Grand Prize may vary depending on winner's point of departure and airfare fluctuations. The Contest Sponsor shall have no responsibility for trip cancellations, alterations, weather delays, weather cancellations or other changes to the trip itinerary and by accepting the Grand Prize, the winner acknowledges and accepts such risks. The Grand Prize winner, guest and/or parent/legal guardian will be responsible for all costs related to the Grand Prize that are not specified as being included in the Grand Prize, including, but not limited to, side trips, departure tax, transportation tax, all other taxes, ground transportation where not provided, travel and health insurance, personal expenses, medical expenses, meals, beverages, gratuities, gift shop purchases, phone calls and all other expenses and travel requirements not specifically described above as being included in the Grand Prize. The Grand Prize winner may be required by the airline or hotel to provide an accepted and valid credit card to cover incidental charges (including but not limited to: telephone charges, special purchases, etc.). The Grand Prize winner, guest and parent/legal guardian, if applicable, must travel on the same itinerary and must each have valid travel documents and identification. Necessary travel documents are solely the responsibility of the winner and his/her travelling companions. In order to be entitled to accompany the winner on the Grand Prize trip, the winner's travelling companion(s) must sign and return the Contest Sponsor's Declaration and Release Form (and any other documents reasonably required by the Contest Sponsor, including any parent or legal guardian's consent, as contemplated in these Contest Rules) by the date indicated on the form. Contest Sponsor is not responsible in the event winner and/or travel companion(s) are refused entry into destination city or re-entry into their province or territory of residence for whatever reason. The Contest Sponsor does not assume responsibility should any portion of the Grand Prize be cancelled, delayed, suspended or rescheduled for any reason beyond its control. If for any reason an event included as part of the Grand Prize does not occur, that portion of the Grand Prize will be forfeited without additional compensation and the remainder of the Grand Prize will be awarded.

1. The approximate retail values of Prizes as stated by the Contest Sponsor in point of sale advertising, and other advertising, promotion materials, and/or in these Contest Rules are subject to price fluctuations in the consumer marketplace based on, among other things, the passage of time between the date the approximate retail values are stated by the Contest Sponsor and the date the Prizes are awarded or redeemed. If, at the time a Prize is redeemed or awarded, the actual prevailing retail purchase price for the Prize is less than the approximate retail value stated by the Contest Sponsor in point of sale, television, print or internet advertising, promotion materials, and/or in these Contest Rules, the Prize winner will not be entitled to a cheque or cash for the price difference.

2. **GRANT OF RIGHTS TO CONTEST SPONSOR:** By entering any Uploaded Content into the contest, the applicable entrant represents and warrants to the Contest Sponsor that such Uploaded Content is wholly original to the entrant and that he/she owns all right, title and interest in and to the Uploaded Content. Without further compensation, the entrant agrees that:
- a. the entrant on behalf of him/herself, his/her heirs, executors, administrators and assigns, grants to the Contest Sponsor an exclusive, perpetual, royalty-free, worldwide license and right to broadcast, exhibit and/or otherwise use the Uploaded Content (and the entrant's entry) and every element thereof, in whole or in part, in any manner or medium now or hereafter known or devised and, without limiting the foregoing, but for greater certainty, expressly grants to the Contest Sponsor the license and right to post, publish and/or otherwise display the Uploaded Content on or via the Application or any other website. All decisions regarding such use shall be at Contest Sponsor's sole discretion. All Uploaded Content, upon submission, becomes the property of Contest Sponsor, and its successors, assigns and licensees. Contest Sponsor will have the exclusive right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited sublicenses. Entrant forever waives and relinquishes on behalf of themselves, their heirs, executors, administrators and assigns any and all rights, including but not limited to goodwill, in and to the Uploaded Content;
 - b. he/she shall have no right of approval or consultation with respect to Contest Sponsor's use of the Uploaded Content. Contest Sponsor will not be responsible for the return or preservation of the Uploaded Content. Contest Sponsor shall use its sole discretion in determining the extent and manner of the use of the Uploaded Content;
 - c. the Contest Sponsor shall have the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the entrant's name, address, image, voice, likeness, statements, biographical material and entry, as well as any additional photographic images, video images, portraits, interviews or other materials relating to the entrant and arising out of his/her participation in this Contest (with or without using the entrant's name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the entrant or any other party;
 - d. the entrant further represents that he/she has not granted or transferred any rights in or to the Uploaded Content to any third party prior to the date of entry into the Contest and has not done anything and will not do anything to impair the rights granted to the Contest Sponsor in any way; and
 - e. should the entrant be selected as the potential Grand Prize winner, he/she (and, if he/she is a Minor, his/her legal guardian) agrees to execute

the Contest Sponsor's form of copyright assignment and waiver of moral rights form, pursuant to which the entrant: (i) assigns and transfers to the Contest Sponsor all right, title and interest of the entrant in and to the Uploaded Content, including without limitation all copyright and other intellectual property rights, and all goodwill, attaching to, or arising from, the Uploaded Content; and (ii) waives all moral rights of the entrant in such Uploaded Content

9. The decisions of the Contest Sponsor and/or the contest judges are final and binding, without right of appeal, with respect to all aspects of this contest (including without limitation, eligibility and/or disqualification of entries) and entrant agrees to abide by the Contest Rules and all of the instructions and decisions of the Contest Sponsor and/or contest judges. In the event of any dispute regarding the interpretation of these Contest Rules, the decision or interpretation of the Contest Sponsor and/or contest judges shall prevail.
10. No communications will be entered into except with selected entrants. Grand Prize winners' names will be posted at www.facebook.com/crushcanada. For a list of Instant Prize winners, send an email to info@crushcanada.ca by no later than December 31, 2011.
11. Any entry that is late, illegible, incomplete, altered, or contains false information, is invalid. Contest Sponsor is not responsible for lost, stolen, delayed, damaged or misdirected claims or entries or for any problems or technical malfunction of any internet or telephone network or broadcast transmission during the Contest Period. The Contest Sponsor is not responsible for any errors or omissions with respect to the printing or advertising of this contest and reserves the right to withdraw, amend or cancel this contest in the event of a printing or administrative error.

In the event that, due to a printing, manufacturing, mechanical or other error of any kind or nature whatsoever, more Prizes are claimed than are intended to be awarded according to these Official Rules, Prizes will stop being awarded when the Contest Sponsor becomes aware of an error respecting the number of Prizes and the Contest Sponsor reserves the right, in its sole and absolute discretion, to conduct a random draw from amongst all eligible and approved Prize claimants whose claims have not yet been redeemed to award the remaining number of advertised Prizes. In no event will the Contest Sponsor or Contest Entities (as defined below) be liable for more than the stated number of Prizes contained in these Contest Rules.

12. The Contest Sponsor accepts no responsibility for loss, damage or claims caused by the awarded prizes or the contest itself. By entering, entrant releases and holds harmless Contest Sponsor, its affiliated and related companies and advertising, promotional agencies, Facebook and all of their respective directors, officers, shareholders, employees, agents, successors and assigns (collectively,

the “**Contest Entities**”) from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the contest or any prize won.

13. Without limiting the release of liability provisions herein, and for greater certainty, the Contest Entities will not be liable for: a) any incorrect or inaccurate information, whether caused by contest website users or by any 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 in the contest; b) any error, omission, interruption, deletion, defect or delay in operation of the contest website or any transmission in connection with the contest; c) any communications line failure, theft, destruction or unauthorized access to, or alteration of, entries; d) any problems with, or technical malfunction of, any telephone network or lines, or failure of mobile device or mobile web browser, computer on-line systems, servers or providers, computer equipment, software, or failure of email which may occur for any reason whatsoever, including technical problems or traffic congestion on the Internet or at any website or text messaging system or combination thereof; or e) any injury or damage to entrants' or to any other person's computer or mobile device related to or resulting from participating or downloading materials in this contest. If the contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause of any nature whatsoever beyond the reasonable control of the Contest Entities which corrupt or affect the administration, security or proper conduct of this contest, the Contest Sponsor reserves the right at its sole discretion to, without advance notice, terminate or suspend the contest, in whole or in part, or modify it in any way, subject to the approval of the *Régie des alcools, des courses et des jeux* in respect of residents of Quebec (where applicable).
14. In the event of a dispute as to who submitted an entry, the entry 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 natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Selected entrant may be required to provide the Contest Sponsor with proof that he/she is the authorized account holder of the email address associated with the selected entry.
15. The Contest Sponsor reserves the right at its sole discretion to disqualify any individual from the contest, and to ban that individual from any future promotion of the Contest Sponsor, if the Contest Sponsor finds or believes such individual to be tampering with the entry or voting process or the operation of the contest or where applicable, the contest website; to be acting in violation of these Contest Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy,

abuse, threaten or harass the Contest Sponsor, the Contest Sponsor's agencies, other entrants or any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

16. By entering this contest, you consent to the Contest Sponsor's use, should you become a winner, of your name, place of residence and photograph or other likeness, without further compensation or notice, for publicity, advertising or informational purposes in any media or format (including the Internet) in connection with this contest or future similar contests.
17. The Contest Sponsor is collecting personal data about the entrants for the purpose of administering this contest. No further informational or marketing communications will be received by entrants, unless an entrant selects to opt in for future communications. The Contest Sponsor respects your right to privacy of your personal information. Please review our Privacy Policy for details on the manner in which we collect, use, disclose, and otherwise manage your personal information.
18. Except as provided in Rule 20, this contest shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
19. The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
20. 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. Any applicable decision to be made by the Contest Sponsor affecting the conduct of this contest is subject to a ruling of the *Régie des alcools, des courses et des jeux*.
21. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used for the administration of this Contest and in accordance with the Contest Sponsor's

privacy policy (see below). Facebook is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor and not Facebook.

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