

Pub Fiction's Got Talent

THE CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY TO ENTER. IT IS OPEN TO CANADIAN LEGAL RESIDENTS ONLY, EXCLUDING QUEBEC. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY OR OLDER AT THE TIME OF ENTRY IN THEIR PROVINCE OR TERRITORY. 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:

- (a) be a legal resident of Canada (excluding the province of Quebec);
- (b) be of the age of majority or older in his/her province or territory of residence at the time of entry;
- (c) must have at least one original song
- (d) no member of the band can ever have had a professional recording contract

Employees of **Pub Fiction** and its affiliated, parent, subsidiary and related companies (collectively, the "Sponsors"), their respective affiliates, related companies, arm's length companies, subsidiaries, related companies, advertising and promotional agencies, judges of the Contest and the household members or persons domiciled with of any of the above mentioned employees, are not eligible to participate in the Contest.

2. CONTEST PERIOD. The Contest begins at **5pm** Eastern Standard Time ("EST") on **Monday November 2, 2015** and ends at approximately (dependent on how many contestants register) **11pm EST on Monday May 2, 2016** (the "Contest Period"). After the end of the Contest Period, the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

- (a) \$20 pre-registration fee to enter the contest for administration, \$10 will be given back in the form of a Pub Fiction gift card. Enter using any of the methods of entry outlined below. These Contest rules and regulations are available both online at www.pubfiction.ca/index.php/live-music/got-talent ("Contest Website") and in-person at Pub Fiction 1242 Garner Rd. W. Ancaster ON L9G 3K9. No entries will be accepted by any other means.

- (b) To enter by e-mail, mail or in person, fill out registration form by clearly type or print your name, names of band members, complete mailing address, daytime telephone number, age at time of entry, and ages of band members at time of entry along with a unique and original description of your band, when it was formed, what type of music you play and how many member's (maximum of fifty (50) words) in: (i) if by e-mail, a new original e-mail message; or (ii) if by mail or in-person, a plain piece of paper; and submit it to the attention of Pub Fiction's Got Talent c/o Pub Fiction at 1242 Garner Rd. W. Ancaster ON L9G 3K9 or gottalent@pubfiction.ca ("Entry"). Entries become the property of Pub Fiction Inc. and will not be returned to contestants. By submitting an entry, each entrant: (i) grants to the Sponsors, in perpetuity, a world-wide, non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their entry, in whole or in part, for advertising or promoting the Contest or for any other reason; and (ii) waives all moral rights in and to his/her entry in favor of the Sponsors.
- (c) Limit of one (1) entry per person/email address during the Contest Period regardless of method of entry. In the case of multiple entries, only the first eligible entry will be considered. We retain the right to disqualify an entrant, in our sole discretion in the event of evidence of multiple entries.
- (d) All entries become the sole property of the Sponsors and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, incompatible, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a registration spot.
- (e) Entries submitted by mail must be received by the Sponsors no later than the end of the Contest Period, and must be in a separate outer envelope bearing sufficient postage.
- (f) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide the Sponsors with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.
- (g) All Entries are subject to verification at any time and for any reason. The Sponsors reserve the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsors deem necessary, in their sole and absolute discretion, for the purposes of administering this Contest in accordance with these Contest Rules. Failure to provide such proof to the satisfaction of the Sponsors in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsors.

(h) In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

4. \$25,000+ Grand Prize Package- 1st Place/One Winner takes all!!!

| | <u>VALUE</u> |
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| • Valued at over \$20,000 in prizes including contracts, gifts, services and cash! | |
| • Grant Avenue Recording Studio ; 8-10 hrs in professional recording time | \$ 1000 |
| • Festival of Friends Main Stage Gig Summer of 2016 | \$ N/A |
| • 5 Gigs Pub Fiction Stage | \$ 2000 |
| • Acoustic Room Gift Certificate | \$ 500 |
| • BSocial social media contract for 6 months | \$ 4000 |
| • AutumnFire Internet Solutions website design, web hosting - 1yr | \$ 3000 |
| • AirFrame Creative Studios - Christianne Bown – Multi angle video coverage of final evening of contest (HD video)Editing and production of winning bands performance on final evening. Fully produced HD video of performance of winner on final evening at Pub Fiction released for band use. One day on location photo shoot with winning band. One day editing and post production of photos for winning band. Photos produced from one day photo editing session. | \$ 9000 |
| • Carlsberg Gift Packs – including Beer fridges & prize pack for all band members | \$ 1500 |
| • Polar Ice Vodka cash prize | \$ 1000 |
| • Steve Dunn Inusurace Visa Gift Certificates | \$ 500 |
| • RB Graphics prize pack incl. CD album cover , business cards, poster printing | \$ 500 |
| • Dave Guggen Photography – professional promotional photos | \$ 250 |
| • Hamilton Sportswear – Band T-shirts package; shirts, design and print | \$ 500 |
| • Best Rate Financial cash prize | \$ 700 |
| • Fabutan Tanning Package | \$ 500 |
| • Hamilton Limo – Transportation prize package | \$ 2000 |
| • Ancaster Toyota- Vehicle Maintenance/Repair Gift certificate | \$ 300 |
| • Refresh Salon & Spa - Band makeover package | \$ 2500 |
| | Total Value |
| | \$29750 |

5. WINNER SELECTION.

Winner shall be selected as follows:

- (a) The judges, in their absolute discretion, shall select the Winner[s] based upon the above criteria. The decisions of the judges shall be final and binding and may not be challenged in any way.
- (b) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN **Monday May 9, 2016 AT 11pm** AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the “each” selected entrant must respond by telephone to the contact number provided in the notification, and the “each” selected entrant’s response must be received by the Sponsors within two (2) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be randomly selected in the Sponsors’ sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant’s response.
- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest’s closing date to award the correct number of Prizes.

- 6. **RELEASE.** Winner[s] will be required to execute a legal agreement and release (“Release”) that confirms Winner’s: (i) confirms that he/she meets the eligibility requirements for the Contest and has complied with these Contest Rules; (ii) accepts the Prize as offered; (iii) must correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question; (iv) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates, related companies and/or arm’s length companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “Releases”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including, but not limited, to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom;
 - (iv) grant to the Sponsors of the unrestricted right, in the Sponsors’ collective or individual

discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Work and Winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business or the selected entrant will be disqualified and the Prize forfeited.

- 7. INDEMNIFICATION BY ENTRANT.** By entering and/participating in the Contest, each entrant releases and holds Releases' harmless from any and all liability, claims, demands, for any injuries, costs, expenses, losses or damages of any kind to the entrant or any other person, including, without limitation, reasonable legal fees, including an allocable share of in-house lawyers' fees and costs, which Licensee may suffer or incur by reason of any claim, action, demand, suit or proceeding (each a "Claim") resulting from: (i) personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize; (ii) participation in the Contest; (iii) any breach of the Contest Rules, (iv) in any Prize-related activity; (v) the unauthorized use of the names, logos, copyright, trade names, patents, trade-marks or intellectual property of any person or entity by entrant; or (vi) any allegation or threatened allegation that the entrant's participation in the Contest, any breach by entrant of the Contest Rules, or any entrant's Prize-related activity infringes any intellectual property, personal, privacy or proprietary rights of any person or entity. Each entrant agrees to fully indemnify Releases' from any and all claims by third parties relating to the Contest, without limitation.
- 8. RIGHTS CLEARANCE.** By providing the Work to the Sponsors in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive license to copy, use, modify, reproduce, display, adapt, exhibit, transmit, retransmit and otherwise broadcast the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Sponsors that the Work does not infringe any copyright, trade-mark or other intellectual property interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors reserve the right to disqualify any Work on the basis of concerns relating to the rights of third parties, including, but not limited, to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion. Sponsors reserve the right to request that the entrant to modify the Work in order to comply with the rights of third parties, including, but not limited, to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion. Should entrant decline such Sponsors' request, then the entrant will be disqualified and the Work of another entrant will be selected as the winner of the Contest.
- 9. LIMITATION OF LIABILITY.** The Releases' 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 Releases' are not responsible for any incorrect or inaccurate information, whether caused 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 Releases' 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 Releases' 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 Releases' 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].

- 10. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available [at] www.pubfiction.ca i.e. upon request by self-addressed, stamped envelope to **1242 Garner Rd. W. Ancaster, Ontario L9G 3K9** throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the judges and Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to 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 company website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any [www.pubfiction.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, [www.pubfiction.ca] 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. i.e. Concerts, tapings: Winner must at all times behave appropriately when taking part in the final taping and observe the Contest Rules and any other rules or regulations in force at the studios and/or locations. The Sponsors reserve the right to remove from the [concert/showcase, studio premises or location], any Winner who breaks such rules and/or fails to behave appropriately and to disqualify such Winner.

11. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest and submitting an Entry, each entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address as provided on his/her Entry (“**Personal Information**”) only for the purpose of

administering the Contest, including, but not limited, to contacting and announcing the 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; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) above.

- (e) By opting-in you consent to disclosure of your Personal Information to all sponsor's so that you may be contacted to: promote draws and contests similar to the Contest, promote opportunities to subscribe to newsletters or promotional clubs, and notify you about related products or services.
 - (c) By opting-in you consent to Pub Fiction **and any of its corporate affiliate's or related company(ies)'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.
12. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates, related or arm's length companies. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
 13. **TERMINATION.** Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
 14. **LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
 15. **DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.