

## CANADIAN TIRE CUSTOMER SATISFACTION SURVEY CONTEST

The Canadian Tire Customer Satisfaction Survey 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. Participants must be of the age of majority in their province or territory of residence or older at the time of entry. Void in whole or part where prohibited by law. Entry in this Contest constitutes acceptance of these Contest rules (the "Contest Rules").

1. **SPONSOR:** The Contest sponsor is Canadian Tire Corporation, Limited ("CTC" or the "Sponsor"), with its head office located at 2180 Yonge Street, Station K, Toronto, Ontario, Canada M4P 2V8.
2. **ADMINISTRATOR:** The Contest administrator is Empathica Inc. ("Administrator") with its head office located at 2121 Argentia Road, Suite 200, Mississauga, Ontario, Canada L5N 2X4.
3. **ELIGIBILITY.** To be eligible for this Contest, an individual must:
  - (a) be a legal resident of Canada;
  - (b) be of the age of majority in his/her province or territory of residence or older at the time of entry; and
  - (c) be the sole owner of all right, title and interest (including copyright) in and to the Survey (as defined below) submitted in connection with the Contest;

Employees of the Sponsor, Administrator, and each of their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the immediate family members and household members of any of the above, are not eligible to participate in the Contest.

The Sponsor and Administrator shall have the right at any time to require proof of identity, including but not limited to government issued identification, and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

4. **CONTEST PERIOD.** The Contest begins on October 1<sup>st</sup>, 2017 at 12:01a.m. Eastern Standard Time ("EST") and ends on December 31<sup>st</sup>, 2017 at 11:59 p.m. EST (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.
5. **HOW TO ENTER.**
  - (a) Eligible entrants will be asked to complete a customer satisfaction survey (the "Survey"). In order to complete the Survey and be entered into the Contest, all areas marked with an asterisk ("\*") must be filled out. Each entrant will be able to complete the Survey and enter the Contest by using any of the methods of entry outlined below. No entries will be accepted by any other means.
    - (i) To enter online with a Canadian Tire retail receipt, complete and submit the Survey located at [www.telldntire.com](http://www.telldntire.com) (the "Contest Website").

- (ii) To complete the Survey by telephone with a Canadian Tire retail receipt, entrant must call 1-888-431-5595.
  - (iii) To enter the Contest without a purchase or completing a Survey, entrant must send a mail-in request ("Mail-In Entry") and clearly print their name, complete mailing address, daytime telephone number, email address and age at time of entry on a plain piece of paper, and mail it to the attention of Canadian Tire Customer Satisfaction Survey c/o Empathica Inc. at 2121 Argentia Road, Suite 200, Mississauga, Ontario, Canada L5N 2X4.
- (b) Entrant agrees that the Sponsor may, at any time, edit, modify or remove the Survey, in whole or in part, and may disqualify an entrant from the Contest if the Sponsor believes, in its sole discretion that the entrant has breached any of the representations and warranties made above, including without limitation 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.
  - (c) Limit of one (1) entry per completed Survey per person per day during the Contest Period. In the case of multiple entries per survey, per persons per day, only the first eligible entry will be considered.
  - (d) Limit of two (2) Mail-In Entries per person per calendar month during the Contest Period. In the case of multiple entries per person, per month, only the first two eligible entries will be considered.
  - (e) All entries, including the Survey, become the sole property of the Sponsor and none will be returned for any reason. By submitting the Survey, the entrant assigns to the Sponsor all of entrant's right, title and interest, including copyright in and to the Survey, throughout the world in perpetuity. For greater certainty, the entrant acknowledge that, as a result of this assignment, the Sponsor will have the exclusive and perpetual right to exploit the Survey in any media now known or later developed in whatever ways the Sponsor may determine in its sole discretion and to authorize others to do so. This includes, but is not limited to, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the Survey, in whole or in part and to edit, add to, or modify the Survey in any way, all without further obligation or compensation of any kind to the entrant. By submitting the Survey, the entrant waives of all of its so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the Survey. Upon request by the Sponsor, the entrant agrees that it shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as many reasonably be necessary or desirable to give effect to the assignment of the entrant's rights in the Survey.
  - (f) 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.
  - (g) Entries submitted by mail must be received by the Sponsor no later than the end of the Contest Period, and must be in a separate outer envelope bearing sufficient postage.

- (h) 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 Winner may be required to provide the Sponsor with proof that the Winner is the authorized account holder of the e-mail address associated with the winning entry.

## **6. PRIZES.**

- (a) There will be one (1) prize (“Prize”) available to be won by the Prize winners (“Prize Winners”) per month during the Contest Period, each consisting of a \$1000 CDN Canadian Tire gift card.
- (b) Each Prize a value of One Thousand Dollars (CDN \$1000).
- (c) Winners will not be entitled to monetary differences between actual Prize value and stated Prize value under these Contest Rules, if any.
- (d) Prizes will be distributed within two (2) months after each Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- (e) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsor reserves the right, in its and its sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

## **7. WINNER SELECTION.**

Winners shall be selected as follows:

- (a) On the second Wednesday of every calendar month during the Contest Period at 2:00 p.m. EST, at the Administrators head office in Mississauga, Ontario, one (1) Winner will be selected by the Administrator through random draws from all eligible entries received during the prior calendar month. There will only be one draw for each month during the Contest Period from the eligible entries received during that month. For purposes of this Contest, each month shall mean from 12:00 am EST on the first day of the month until 11:59 pm EST on the last day of the month. An entry received during one month will only be valid for that month and shall not be carried over to a draw for another month. The odds of being selected as a Winner are dependent upon the number of eligible entries received for the specific month. Before being declared a Winner, each selected entrant shall be required to: (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, (ii) comply with the Contest Rules, and (iii) sign and return the Confirmation and Release (described below).
- (b) Each Winner will be notified by telephone or e-mail no later than fourteen (14) days following the draw and must respond within fourteen (14) days of notification. Upon

notification, the Winner must respond by telephone to the contact number provided in the notification, and the Winner's response must be received by the Administrator within fourteen (14) days of such notification. If the Winner does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another Winner may be selected in the Administrator's sole discretion until such time as a Winner satisfies the terms set out herein. The Administrator is not responsible for the failure for any reason whatsoever of a Winner to receive notification or for the Administrator to receive a Winner'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 Winner's than contemplated in these Contest Rules, there will be a random draw amongst all Winners after the Contest's closing date to award the correct number of Prizes.

8. **RELEASE.** Winners will be required to execute a release ("Confirmation and Release") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor, Administrator, and their respective subsidiaries, affiliates and/or related companies and each of their employees, directors, and officers, agents, advertising, and promotional agencies involved in this Contest (collectively, the "Releasees") 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 Sponsor of the unrestricted right, in the Sponsor's individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the 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. (v) assignment to the Sponsor all of Winner's right, title and interest, including copyright in and to the Survey, throughout the world in perpetuity and acknowledgment that, as a result of this assignment, the Sponsor will have the exclusive and perpetual right to exploit the Survey in any media now known or later developed in whatever ways the Sponsor may determine in its sole discretion and to authorize others to do so, including without limitation, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the Survey, in whole or in part and to edit, add to, or modify the Survey in any way, all without further obligation or compensation of any kind to the Winner; (vi) waiver of all of Winner's so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the Survey; and (vii) acknowledgement that, upon request by the Sponsor, Winner shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as many reasonably be necessary or desirable to give effect to the assignment of Winner's rights in the Survey. The executed Confirmation and Release must be returned within fourteen (14) days or the Winner will be disqualified and the Prize forfeited.

9. **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, including without limitation any claims of infringement of rights to copyright, privacy

and/or personality.

- 10. LIMITATION OF LIABILITY.** The Sponsor and Administrator assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Confirmation and 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 Sponsor and Administrator 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 Sponsor and Administrator 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 Sponsor and Administrator 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 Sponsor and Administrator 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 Sponsor and Administrator 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 Sponsor and Administrator, 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 or the Contest Website.
- 11. 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/or upon request by self-addressed, stamped envelope to the Administrator at 2121 Argentia Road, Suite 200, Mississauga, Ontario, Canada L5N 2X4 throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsor and Administrator, which shall be final and binding in all respects. The Sponsor and Administrator 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 or the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online CTC 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 sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including but not limited to criminal prosecution.
- 12. PRIVACY / USE OF PERSONAL INFORMATION.**
- (a) By participating in the Contest, entrant: (i) grants to the Sponsor the right to use his/her name, mailing address, telephone number, and e-mail (“Personal Information”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Sponsor 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 Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) and (ii) above.

- (b) You consent to Sponsor and any of its corporate affiliate's use of your Personal Information to contact you to promote contests similar to the Contest, promote opportunities to subscribe to newsletters, and notify you about related products or services.
  - (c) The Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the CTC Privacy Policy at:  
<http://www.canadiantire.ca/en/customer-service/privacy-policy.html>
  - (d) The Administrator will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Administrator's Privacy Policy at: <http://www.Empathica.com>, or by contacting Administrator directly by phone at 1-888-633-1633.
- 13. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or its affiliates. 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. Canadian Tire name, logos and marks are owned by Canadian Tire Corporation, Limited
- 14. TERMINATION.** Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, the Sponsor reserves the right, in its 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.
- 15. 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 Sponsor. 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 Sponsor 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.
- 16. 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.
- 17. 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.