

Sympatico.ca FootJoy MyJoys.ca Giveaway 2011 Contest

From November 30 to December 5, 2011

Contest Rules

- 1. CONTEST PERIOD.** The **Sympatico.ca FootJoy MyJoys.ca Giveaway 2011** Contest (the "Contest") is run by Bell Media Inc. (the "Contest Administrator") and will take place in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Saskatchewan, Northwest Territories, Nunavut and Yukon from November 30, 2011 at 11:00AM (ET) to December 5, 2011 at 12:00PM (ET) (the "Contest Period").
- 2. CONTEST GROUP.** For the purposes of the Contest, the "Contest Group" is composed of the Contest Administrator, together with affiliates, including, without limitation, parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest, as well as their respective officers, directors, employees, agents, and other representatives.
- 3. ELIGIBILITY.** The Contest is open to all individuals who reside in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Saskatchewan, Northwest Territories, Nunavut and Yukon and have reached the age of majority in their province of residence as of the date of entering the Contest. Employees of the Contest Group, as well as members of the immediate family (such as their father, mother, brothers, sisters or children) of such employees, their legal or common-law spouses or any persons with whom such employees reside are not eligible to enter the Contest.
- 4. HOW TO ENTER.** To enter the Contest, you must complete the entry form available online at <http://www.thecheapseats.ca/2011/11/contest-golf-footjoy-myjoys-2011.html>. You will then receive one entry into the Contest. There is a limit of one entry during the Contest Period. Any individual user may use only one email address to enter the Contest. Although online access and email account are required in order to participate, no purchase is required in order to enter the Contest. Many public libraries, retail businesses and others offer free access to computers and a number of internet service providers and other companies offer free email accounts.
- 5. PRIZE(S).** There are a total of 1 prizes available to be won. Each prize consists of One (1) pair of FootJoy DryJoys Tour shoes, (custom designed at MyJoys.ca). Approximate retail value of \$180.00. Approximate total value of all prizes \$180.00.
- 6. DRAW.** On December 5th, 2011 at 3:30PM (ET) in the City of Toronto at the offices of the Contest Administrator, 1 entries will be randomly drawn from all eligible entries received during the Contest Period. The odds of winning depend on the number of valid entries received during the Contest Period.
- 7. AWARDING OF PRIZE.** The Contest Administrator will attempt to contact potential winner by email within two (2) business days after the winner selection. In the event the potential winner cannot be contacted within two (2) business days, he or she will be disqualified and an alternate potential winner will be randomly selected. Before being awarded a prize, potential winner will be required to (i) correctly answer a mathematical skill-testing question; and (ii) sign and return within the time stipulated by the Contest Administrator, release documentation (see Section 8.6). Following receipt of the potential winner's signed release documentation the Contest Administrator will send the prize to the winner. Contest Administrator shall not assume any liability for a lost, damaged or misdirected prize.

8. GENERAL TERMS & CONDITIONS.

- 8.1 Verification of Entries:** The validity of any Contest entry is subject to verification by the Administrator. Any illegible, incomplete or fraudulent entries will be disqualified. Any entrant or other individual who enters or attempts to enter the Contest in a manner that is contrary to these Contest Rules or that is otherwise disruptive to the proper operation of the Contest or by its nature is unjust to other entrants or potential entrants will be disqualified. All decisions made by the Administrator or its representatives, including, without limitation, those concerning the eligibility or disqualification of entrants, are final and binding without right of appeal. All entries become the property of the Administrator and none will be returned.
- 8.2 Acceptance of Prizes:** All prizes must be accepted as described in these Contest Rules and cannot be returned, transferred to another individual, substituted for another prize or exchanged in whole or in part for money, except as set out in Section 8.3.
- 8.3 Substitution of Prizes:** The Administrator reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute for any prize, or part thereof, another prize of equivalent or greater value, including, without limitation, a cash award.
- 8.4 Number of Prizes/Winners:** By entering the Contest, each entrant acknowledges that the Administrator shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Contest Rules. In the event that, for any reason whatsoever (including, without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Contest, whether mechanical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by entrants is greater than the number of prizes available, the Administrator reserves the right, in its sole and absolute discretion, to end the Contest in whole or in part, without notice and to award the correct number of prizes among the correct number of winners, selected in accordance with these Contest Rules from among those eligible entries validly submitted prior to the termination of the Contest.
- 8.5 Other Changes to Contest Rules:** Without limiting the provisions of Rule 4 above, the Administrator reserves the right, in its sole and absolute discretion, to modify, cancel, terminate or suspend the Contest, in whole or in part, in the event of any cause or circumstance, including, without limitation, any virus, computer bug or unauthorized human intervention or any other cause that is beyond the control of the Administrator, that could corrupt or affect the administration, security, impartiality or normal course of the Contest.
- 8.6 Release and Exclusion of Liability:**
- (a) By the Entrants: By entering or attempting to enter the Contest, each entrant and/or purported entrant agrees: (i) to release, discharge, and forever hold harmless the Contest Group and their shareholders from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the entrant's participation or attempted participation in the Contest, compliance or non-compliance with these Contest Rules and acceptance and use of the prize; and (ii) if selected as a potential winner, to sign the declaration and release documentation (see Section 7) in this regard before receiving his/her prize. The Contest Group and their shareholders will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest website, if applicable, during the Contest Period, or for any technical malfunction or other

problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting death, injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, the Administrator reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

(b) **By the Winner's Guest(s) (if applicable):** The winner's guest, as the case may be, will be required to sign documentation stating that he/she releases the Contest Group and their shareholders from any and all liability of any kind arising out of his/her participation in, and use of, a prize, and authorizes the Administrator and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his or her name, photograph, image, statements regarding the Contest or any prize, place of residence and (or) voice for publicity purposes, without any form of remuneration.

8.7 Minors (if applicable): Where the selected entrant and/or guest (where applicable) is under the age of majority in his/her province of residence, as a pre-condition to the selected entrant being declared the winner and receiving the prize (or the guest being entitled to participate in the prize, where applicable), the parent or legal guardian of the selected entrant (and/or guest, where applicable) must consent in writing to the selected entrant being declared a winner and receiving a prize (and/or the guest participating in the prize, where applicable) and must also sign and return to the Administrator the declaration and release documentation (see Section 8.6).

8.8 Name/Image of Winners: By entering the Contest, each winner authorizes the Administrator and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his or her name, photograph, image, statements regarding the Contest or any prize, place of residence and (or) voice for publicity purposes, without any form of remuneration.

8.9 Personal Information: Unless the entrant has otherwise authorized the Administrator or another entity related to the Contest to contact him or her, the personal information gathered about entrants in connection with this Contest will be used solely for the administration of the Contest and is subject to Bell's privacy policies (available at www.bell.ca/bellprivacy), and no communication unrelated to the Contest, commercial or otherwise, will be sent to the entrant by the Administrator.

8.10 Identity of the Entrant: For the purposes of these Contest Rules, the entrant is the person who is the holder of the email account submitted in the entry form. It's to this individual that the prize will be awarded if selected and declared as the winner.