

## PUNKY POWER CUSTOM KICKS CONTEST GIVEAWAY RULES

THE PUNKY BREWSTER SNEAKER GIVEAWAY (THE “**GIVEAWAY**”) WILL BE CONDUCTED IN CANADA ONLY (EXCLUDING QUÉBEC) 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 GIVEAWAY CONSTITUTES ACCEPTANCE OF THESE GIVEAWAY RULES (THE “**GIVEAWAY RULES**”).

### 1. ELIGIBILITY.

1.1 To be eligible for this Giveaway, an individual must:

- (a) be a legal resident of Canada (excluding the province of Québec); and;
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry;

1.2 The following people are not eligible to enter the Giveaway:

- (a) Employees of Corus Sales Inc., its parent, subsidiaries, related companies, successors and assigns (collectively “**Corus**”);
- (b) Any person who has been confirmed as a winner of two (2) Corus administered giveaways within six (6) months preceding the Giveaway start date indicated below; and
- (c) The household members of any of the parties listed in Section (a) to (c) above.

1.3 Corus shall have the right at any time to require proof of identity and/or eligibility to participate in the Giveaway. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Corus for the purpose of the Giveaway must be truthful, complete, accurate and in no way misleading. Corus reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply information that does not meet these requirements.

**2. GIVEAWAY PERIOD.** The Giveaway begins at 11:00 a.m. Eastern Time (“**ET**”) on February 25, 2021 and ends at 11:00 a.m. ET on March 25, 2021 (the “**Giveaway Period**”) after which time the Giveaway will be closed and no further entries shall be accepted.

### 3. HOW TO ENTER.

- 3.1 There is no purchase necessary to enter the Giveaway. To enter online, complete and submit the entry form located at <https://promos.wnetwork.com/punky-power-custom-kicks-contest/index.html> (the “**Giveaway Microsite**”). No entries will be accepted by any other means.
- 3.2 Limit of one (1) entry per person, per day, during the Giveaway Period. In the case of multiple entries, only the first eligible entry will be considered.
- 3.3 All entries, become the sole property of Corus and will not be returned for any reason. Entries

must be received no later than the end of the Giveaway Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.

3.4 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 Giveaway 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. Any entrant may be required to provide Corus with proof that they are the authorized account holder of the e-mail address associated with their entry.

#### **4. PRIZES.**

4.1 There are three (3) prizes ("**Prizes**") available to be won by three (3) Prize winners ("**Winners**") consisting of the following:

(a) One pair of custom sneakers designed by either HGTV Canada designer Tiffany Pratt, designer/illustrator/painter Sarah Skrlj or lifestyle and fashion illustrator Élana Camille.

4.2 Each Individual Prize has an approximate value of five hundred Canadian dollars (CDN \$500.00).

4.3 Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

4.4 Prize will be distributed within thirty (30) business days after Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.\* Pending Prize Distribution delays due to act of weather or the current pandemic and postal delays.

#### **5. PRIZE CONDITIONS.**

5.1 Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Corus. Any unused, unclaimed or declined portion of the Prize will be forfeited, have no cash value and Corus shall have no obligation to provide either an alternative or value-in-kind. Corus reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.

5.2 Shipped Prizes shall not be insured and Corus shall not assume any liability for lost, damaged or misdirected Prizes.

#### **6. WINNER SELECTION.**

6.1 Three (3) Winners shall be selected as follows:

(a) On or about March 26, 2021 in Toronto, Ontario, three (3) entrants will be selected by a random draw from all eligible entries received during the Giveaway Period. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by Corus. Before being declared a Winner, the selected entrant shall be required

to 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, to comply with the Giveaway Rules and to sign and return the Release (described in Section 7 below).

- (b) THE SELECTED ENTRANTS WILL BE NOTIFIED BY TELEPHONE or E-MAIL NO LATER THAN April 1, 2021 at 6:00 P.M. ET AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Giveaway Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive the Prize and another entrant may be selected in Corus' sole discretion until such time as an entrant satisfies the terms set out herein. Corus is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for Corus 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 Giveaway, there are more selected entrants than contemplated in these Giveaway Rules, there will be a random draw amongst all eligible Prize claimants after the Giveaway's closing date to award the correct number of Prizes.

7. **RELEASE.** Potential Winner will be required to execute a legal agreement and release (“**Release**”) that confirms potential Winner’s:(i) eligibility for the Giveaway and compliance with these Giveaway Rules; (ii) acceptance of the Prize as offered; (iii) release of Corus and its respective parent companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Giveaway, participation in any Giveaway-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; and(iv) grant to Corus of the unrestricted right, in Corus’ collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, exhibit, distribute, adapt and otherwise use or re-use the Winner’s name, statements, image, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Giveaway and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

8. **INDEMNIFICATION BY ENTRANT.** By entering the Giveaway, each entrant releases, indemnifies 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 (a) their participation in the Giveaway or any Giveaway-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Giveaway Rules. Each entrant agrees to fully indemnify the Releasees from any and all claims made by third parties relating to the entrant’s participation in the Giveaway, without limitation.

**9. LIMITATION OF LIABILITY.** Corus assumes 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. Corus is 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 Giveaway or by any technical or human error which may occur in the administration of the Giveaway. Corus assumes no responsibility or liability in the event that the Giveaway cannot be conducted as planned for any reason, including reasons beyond the control of Corus, 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 Giveaway and/or the Giveaway Microsite.

**10. CONDUCT.** By participating in the Giveaway, each entrant is deemed to have executed and agrees to be bound by the Giveaway Rules, which will be posted at the Giveaway Microsite and made available throughout the Giveaway Period. Each entrant further agrees to be bound by the decisions of Corus which shall be final and binding in all respects. Corus reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Giveaway Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Giveaway and/or the Giveaway Microsite or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Corus property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass Corus or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE GIVEAWAY MICROSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CORUS RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

**11. PRIVACY / USE OF PERSONAL INFORMATION.**

11.1 By participating in the Giveaway, each entrant: (i) grants to Corus the right to use his/her name, age of majority confirmation, telephone number and e-mail address (collectively the “**Personal Information**”) for the purpose of administering the Giveaway, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants to Corus the right to use his/her Personal Information for publicity and promotional purposes relating to the Giveaway, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that Corus may disclose his/her Personal Information to third-party agents and service providers of Corus in connection with any of the activities listed in (i) and (ii) above.

11.2 By opting-in you consent to Corus using your Personal Information to contact you to receive updates about shows and movies, promote draws and Giveaways similar to the Giveaway, promote opportunities to subscribe to newsletters or promotional clubs and notify you about related products or services. Corus 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 Corus’ Privacy Policy at: <http://www.corusent.com/privacy-policy/>.

- 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 is owned by Corus and/or their 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.
- 13. TERMINATION.** Corus reserves the right, in its sole discretion, to terminate the Giveaway, in whole or in part, and/or modify, amend or suspend the Giveaway, and/or the Giveaway Rules in any way, at any time, for any reason without prior notice.
- 14. LAW.** These are the official Giveaway Rules. The Giveaway is subject to applicable federal, provincial and municipal laws and regulations. The Giveaway 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 Corus. All issues and questions concerning the construction, validity, interpretation and enforceability of the Giveaway Rules or the rights and obligations as between the entrant and Corus in connection with the Giveaway shall be governed by and construed in accordance with the laws of the province of Ontario 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 Giveaway Rules and disclosures or other statements contained in any Giveaway-related materials, including but not limited to the Giveaway entry form, or point of sale, television, print or online advertising, the terms and conditions of the Giveaway Rules shall prevail, govern and control.
- 16. SOCIAL MEDIA.** This Giveaway is in no way sponsored, endorsed or administered by any social media platforms on which the Giveaway may have been promoted and/or publicized. Any questions, comments or complaints regarding the Giveaway must be directed to Corus.