

MUCH x SweeTarts #MMVAMISFIT CONTEST
OFFICIAL RULES AND REGULATIONS
Monday April 4th, 2016 – Sunday June 5th, 2016

The MUCH x SweeTarts #MMVAMISFIT contest (the “**Contest**”) is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram is completely released of all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsors and not Instagram.

PLEASE NOTE: THE WINNER WILL BE REQUIRED TO DEPART FOR TRAVEL ON JUNE 17, 2016 AS A CONDITION OF RECEIPT OF THE PRIZE.

- 1. CONTEST SPONSORS:** The Contest sponsors are Much, a division of Bell Media Inc. (“**BMI**”) and Nestlé USA, Inc. (“**Nestlé**”) (collectively, the “**Contest Sponsors**”).
- 2. CONTEST PERIOD:** The Contest starts at 11:00 a.m. Eastern Time (“**ET**”) on Monday April 4th, 2016 and closes on Sunday June 5th, 2016 at 11:59 p.m. ET (the “**Contest Period**”).
- 3. ELIGIBILITY:** To enter and to be eligible to win, entrant must be a legal resident of Canada (excluding Quebec) and be sixteen (16) years of age or older. Subject to the age limitation provided above, persons who are under the age of majority in their province or territory of residence (a “**Minor**”) as of the date of entry are eligible to enter the Contest and win provided that the parent or legal guardian of the Minor entrant agrees to accept the prize and to be legally bound by these Rules for and on behalf of such Minor entrant. By participating in this Contest, each Minor warrants and represents that his/her parent or legal guardian has agreed to be bound by the terms and conditions of these Rules along with, and on behalf of, such Minor entrant. Employees of any of the Contest Sponsors and their respective agents, parent, affiliated or related companies, subsidiaries, retailers, divisions, prize sponsors, and promotional and advertising agencies and administrators (collectively the “**Contest Parties**”), and the spouses, parents, siblings and children of, and persons domiciled with any such employee are ineligible to enter. A winner of a previous BMI contest within the three (3) months preceding the start of this Contest (including persons designated by such winners to take ownership of prizes) and persons domiciled with such a winner are not eligible to enter.
- 4. HOW TO ENTER:** To enter the Contest, during the Contest Period, log into your personal Instagram account (NOTE: you may only use one (1) personal Instagram account (the “**Account**”) to participate in this Contest) and upload a unique and original photo or video of your “Misfit Passion” and include: (i) the hashtag “#MMVAMISFIT”, and (ii) the following link to these official rules and regulations (the “**Rules**”) “much.com/misfitrules” (each, a “**Submission**”). Note that “Misfit Passion” means showcasing you embracing your inner subculture passion, no matter how quirky it is!

Limit of one (1) Submission per individual, per day of the Contest Period. Multiple Submissions by one individual must each be unique and original, and in compliance with these Rules. Copied, repeated, or reposted Submissions are not permitted or valid for entry into this Contest. In order to be eligible, each Submission must comply with these Rules and the Submission Requirements provided below. If you do not already have an Account, you can obtain one for free by visiting www.instagram.com and following the on-screen instructions to register. You are solely responsible for ensuring that you comply with Instagram’s privacy policies and terms of use available at www.instagram.com at all times while participating in the Contest. There is one (1) grand prize (the “**Grand Prize**”) to be won. No purchase necessary. Void where prohibited.

Your Submission will be rejected if it is not fully complete. For greater certainty, in order to be valid,

complete, and accepted into this Contest, each Submission must:

- be posted during the Contest Period;
- be a photo or video;
- include the Hashtag;
- include the link to the Rules: much.com/misfitrules;
- comply with these Rules including the Submission Requirements provided below; and
- comply with the Instagram Terms of Use (<https://help.instagram.com/478745558852511>) and Community Guidelines (https://help.instagram.com/477434105621119/?ref=hc_fnav).

In order for the Contest Sponsors to determine if a Submission is complete, the applicable entrant's Account settings must be public and it is each entrant's sole responsibility to ensure that his/her Account settings are public for verification purposes. In the event of a dispute with respect to who submitted a Submission, the Submission will be deemed to be submitted by the "Authorized Account Holder" of the Account that submitted the applicable Submission. "Authorized Account Holder" is defined as the natural person who is assigned to the applicable Account by www.instagram.com. An entrant may be required to provide proof that he/she is the Authorized Account Holder of the Account that submitted the applicable Submission. Failure to provide such proof in a timely manner may result in disqualification as determined by the Contest Sponsors at their sole discretion. In the event that you choose to participate in the Contest using a compatible mobile device, standard data use and service rates apply and may vary according to your mobile device package and mobile service provider. Please contact your mobile service provider for details before participating in this Contest using a compatible mobile device.

5. **MODERATION:** Contest Sponsors and/or their designated content moderator (collectively the "Reviewer") will screen each Submission submitted in accordance with these Rules. Submissions may be showcased in a public viewing gallery on www.much.com (the "Contest Website") at the sole discretion of the Reviewer. Any Submission that the Reviewer deems, at any time, to be in violation of the terms and conditions set forth in these Rules, as determined by the Reviewer in its sole and absolute discretion, will not be posted to the Contest Website or shall be removed from the Contest Website (as applicable). In addition, any entrant that submits a Submission that violates the terms and conditions as set forth in these Rules, as determined by the Reviewer in its sole and absolute discretion at any time, may be disqualified and all of his/her Submission will be void, as determined by the Contest Sponsors at their sole discretion.
6. **SUBMISSION REQUIREMENTS:** Your Submission must not entice, solicit, invite, or encourage others to enter the Contest. By participating in the Contest, each entrant (and, if a Minor, his/her parent or legal guardian) agrees to be legally bound by these Rules and by the interpretation of these Rules by the Contest Sponsors, and further warrants and represents that any Submission he/she submits:
 - i. is unique and original to him/her and that the he/she has all necessary rights in and to the Submission to enter the Contest;
 - ii. does not contain or reference any Minors without the express prior permission of such Minor's parent or legal guardian;
 - iii. does not violate any law;
 - iv. does not contain any reference to any identifiable third parties or any third party's proprietary content, including trade-marks, music, logos or any other copyrighted content (for example, clothing must not contain any visible or identifiable logos, trade-marks, names or other third party materials), unless explicit and express consent has been obtained from each such party;

- v. will not give rise to any claims of infringement, defamation, libel, slander, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and
- vi. is not defamatory, trade libelous, pornographic or obscene, and
- vii. does not contain, include, discuss or involve, without limitation, any of the following:
 - nudity (partial or otherwise);
 - alcohol, drugs, alcohol/drug consumption or smoking;
 - explicit or graphic sexual activity, or sexual innuendo;
 - crude, vulgar or offensive language, behaviour and/or symbols;
 - parody or derogatory characterizations of any ethnic, racial, sexual, religious or other groups;
 - content that endorses, condones, discusses and/or is illegal, potentially or actually dangerous, inappropriate, violent or risky activity, behaviour or conduct;
 - personal information of individuals including without limitation, names and addresses (physical or e-mail);
 - any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Contest Sponsors and Reviewer in their sole and absolute discretion.

Contest Sponsors, in their sole discretion, may edit any Submission to blur out any trade-marks or to remove any copyrighted content, including music, contained in any Submission, or disqualify any entrant who uses third party proprietary content without express permission from such party, at any time, or who violates any of the Submission Requirements outlined above.

- 7. PRIZE:** There is one (1) Grand Prize available to be won in Canada (excluding Quebec) consisting of a trip for two (2) to Toronto, Ontario, Canada to attend the 2016 Much Music Video Awards (“**MMVA(s)**”). The Grand Prize trip includes:
- (i) round trip economy air fare for two (2) from the major Canadian airport closest to the Grand Prize winner's place of residence in Canada (hereinafter referred to as the "**Departure Point**") to Toronto, Ontario;
 - (ii) three (3) nights' accommodation for two (2) people (based on one (1) room, double occupancy) at a hotel to be selected by the Contest Sponsors at their sole discretion;
 - (iii) two tickets to the MMVAs on June 19, 2016 and two (2) 2016 MMVA Parking Lot wristbands, which provide each wristband wearer access to the 2016 MMVA Parking Lot stage area on June 19, 2016;
 - (iv) \$500 CAD spending money.

Approximate retail value of the Grand Prize is Six Thousand Dollars (\$6,000) CAD based on a Vancouver departure. In the event that the Grand Prize winner resides within a 200 km radius of the city of Toronto's limits, the Grand Prize is deemed not to include airfare however other appropriate substitute transportation (as determined at the sole and absolute discretion of the Contest Sponsors) will be provided in lieu thereof and the Grand Prize winner will not be entitled to any difference in approximate Grand Prize value as a result of the lack of air fare component in such case. The approximate retail value of the Grand Prize as may be stated in advertising or other promotion materials, and/or these Rules, are subject to price fluctuations in the consumer marketplace based on, among other things, the passage of time between the date the respective approximate retail value is stated by the Contest Sponsors and the date the Grand Prize is awarded or redeemed. If, at the time the Grand Prize is redeemed or awarded, the actual prevailing retail purchase price for the Grand Prize is less than the approximate retail value stated in advertising and promotion materials, and/or in these Contest Rules, the Grand Prize winner will not be entitled to any difference.

GRAND PRIZE WINNER AND HIS OR HER TRAVELLING COMPANION MUST BE AVAILABLE TO TRAVEL BETWEEN FRIDAY JUNE 17, 2016 AND MONDAY JUNE 20, 2016, FAILING WHICH THE GRAND PRIZE WILL BE FORFEITED.

The Grand Prize winner and his/her travelling companion are solely responsible for all costs not expressly described herein including, without limitation, applicable taxes, fuel/currency surcharges, ground transportation, meals and beverages, room service, gratuities, merchandise, telephone calls, insurance together with any required travel documentation, and all personal expenses of any kind or nature, together with any applicable overnight layover. Departure dates and accommodation are subject to availability and change without notice or compensation. Grand Prize winner and his/her travelling companion are also solely responsible for all costs incurred to and from the Departure Point as the Grand Prize originates and terminates there. It is recommended that the Grand Prize winner and his/her travelling companion obtain sufficient personal insurance prior to departure. In the event that the Grand Prize winner is a Minor, he or she must be accompanied by his or her parent or legal guardian at all times while participating in all components of the Grand Prize. The chosen travelling companion must be 16 years of age or older as of June 17, 2016 in order to participate in the Grand Prize. In the event that the chosen travelling companion is at least 16 years old but a Minor in his or her province or territory of residence, his or her parent or legal guardian must, in a manner and form that is satisfactory to the Contest Sponsors (as determined at the sole and absolute discretion of the Contest Sponsors): (i) expressly consent to and permit his/her Minor child to travel with the winner (and the winner's parent or legal guardian in the case of a Minor winner) and partake in the Grand Prize, and (ii) agree to release, indemnify, discharge and hold harmless the Contest Sponsors from any and all claims or liability arising from or related to his/her Minor child's participation in this Contest as the chosen traveling companion.

The Grand Prize winner and his/her travel companion may be required to provide appropriate government issued photo identification (such as a valid passport) at time of travel. The Grand Prize winner and his/her travel companion are solely responsible for determining and obtaining all necessary travel documents and other travel requirements. Contest Sponsors are not responsible for changes in schedule of any element of the Grand Prize, and Contest Sponsors are not liable for any expenses incurred as a consequence of flight cancellation/delay.

The Grand Prize winner and his/her travel companion must travel on the identical itinerary. No change in travel arrangements can be made by the Grand Prize winner once his/her booking has been confirmed. The Grand Prize may not be used towards any type of frequent flyer mileage, or other reward point accumulation program.

- 8. JUDGING CRITERIA & WINNER SELECTION:** On Monday June 6th, 2016 a panel of judges appointed by the Contest Sponsors (the "**Judges**") will judge each eligible Submission on the basis of the following equally-weighted criteria: (i) individuality, (ii) creativity, (iii) relevance/connection to misfit concept. Each Submission will be given a score (the "**Score**") by the Judges. The entrant associated with the top Submission based on his/her Score (as determined by the Judges, in their sole and absolute discretion) will be selected as the potential Grand Prize winner. In the case of a tie between two or more Submissions based on their Score, the Submission who scored highest on originality and relevance/connection to misfit concept combined from amongst all such Submissions will be deemed to be the eligible winner of the Grand Prize. In the case that there is still a tie Score between two or more Submissions based on originality and relevance/connection to misfit concept Scores combined, the Submission (from among tied entrants) who scored highest on creativity will be deemed to be the eligible winner of the Grand Prize. In the case that there is still a tie, a random draw will be conducted from among all tied Submissions to determine the eligible winner of the

Grand Prize. Odds of being selected as the potential Grand Prize winner will depend on the calibre of each entrant's Submission and the number of eligible Submissions received during the Contest Period. Judging is scheduled to be completed on or about Monday June 6th, 2016 (the "**Selection Date**").

- 9. WINNER NOTIFICATION:** BMI acting reasonably, will attempt to contact the potential winner to notify him or her that he or she may have been selected as the potential winner by sending a direct message to the Account that submitted the applicable selected Submission within one (1) business day from the Selection Date. If the potential winner cannot be contacted and has not responded within two (2) business days of BMI's first attempt to contact, or if contacted, does not claim the Grand Prize, or does not meet all of the Contest terms and conditions outlined in these Rules, he/she will be disqualified, forfeits the Grand Prize, and another Submission may be selected based on the reasonable and logical application of the winner selection process outlined above whom BMI will attempt to contact and who will be subject to disqualification in the same manner. It is each entrant's responsibility to (i) ensure that his/her Account settings are set so as to be able to receive such messages from the Contest Sponsors; and (ii) regularly check his or her Account for any such message(s); failing which, the Contest Sponsors may disqualify such potential winner at their sole discretion.

The provisions and procedures referred to above relating to the selection and notification of the potential winners shall be applied, with the necessary amendments, until a qualified Grand Prize winner has been duly selected, but in any event, no later than Thursday, June 16th, 2016.

- 10. PRIZE CONDITIONS:** Proof of identification and age must be provided upon request. In order to be declared the Grand Prize winner, the potential Prize winner must first correctly answer, unaided, a time limited mathematical skill testing question administered by mail, email or telephone by BMI.

Except where prohibited by law, before being awarded the Grand Prize or being able to participate in the Grand Prize in the case of the travelling companion, both the winner and travelling companion (and, if a Minor, his/her parent or legal guardian) will be required to sign and return, within the time stipulated by the Contest Sponsors, a full release and indemnity form stating that, among other things, he/she: (i) has read and understood these Rules; (ii) grants all consents required; (iii) agrees to be available and to participate in publicity and/or promotions related to the Contest and/or the Contest Sponsors and/or similar matters; (iv) authorizes the Contest Sponsors to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice in connection with the Contest and/or his/her participation in the Grand Prize, in any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation, beyond his/her participation in the Grand Prize (as the winner or travelling companion, as the case may be); (v) accepts the Grand Prize as offered (in the capacity of the winner or travelling companion, as the case may be); and (vi) releases the Contest Parties from any and all liability of any kind arising out of the winner's or travelling companion's (as the case may be) participation in this Contest and receipt and use of the Grand Prize (in the capacity of the winner or travelling companion, as the case may be).

In the event that the potential Grand Prize winner or travelling companion does not comply with all the provisions as contemplated in these Rules, Contest Sponsors shall have the right to disqualify such potential Grand Prize winner and select an alternate potential Grand Prize winner based on the next highest score in accordance with these Rules and the Contest Parties shall be fully and completely released and discharged from any liability or responsibility in this regard.

By participating in the Contest, each entrant releases and agrees to defend and indemnify the Contest Sponsors from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an entrant's participation in this Contest, or the acceptance, possession or use/misuse of the Grand Prize or participation in prize-related activities (including but not limited to activity related thereto). Each entrant further agrees not to make any claim against any of the Contest Sponsors, or against any third party that may result in a claim against any of the Contest Sponsors, in respect of any matter in any way relating to or arising in connection with the Contest.

- 11. PUBLICITY:** The Grand Prize winner's and travelling companion's participation in the Prize shall be photographed at the sole discretion of BMI and such photographs may be publically exhibited in accordance with section 10 above, at the discretion of BMI and Nestlé. Submissions remain the property of the entrant, however by submitting a Submission and participating in this Contest, each entrant (and, if a Minor, his/her parent or legal guardian): (i) grants the Contest Sponsors an unlimited, royalty free, irrevocable, right and license to reproduce, post and/or broadcast the Submission in any form of media now known or hereinafter developed, including, without limitation the public viewing gallery on the Contest Website or social media site pages or accounts operated or connected to the Contest Sponsors; (iii) waives all moral rights in the Submission in favour of the Contest Sponsors; (iv) agrees to release, indemnify, discharge and hold harmless the Contest Sponsors from any claim or liability arising from or related to the Submission and/or his/her participation in this Contest; and (v) consents to the publication and/or use, in any medium, of the entrant's Submission for publicity purposes carried out by the Contest Sponsors and/or their advertising and promotional agencies without payment or compensation of any kind. Contest Sponsors assume no responsibility for any claims against infringement of the right of privacy with respect to any Submission.
- 12. TAMPERING:** Any attempt by any entrant to obtain more than the stated maximum number of Submissions by using multiple/different names, Accounts, email addresses, identities, registrations, logins, robotic, macro, script, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) or any other methods will void that person's Submissions and eligibility to win the Grand Prize and that participant will be disqualified from the Contest and, at the sole discretion of the Contest Sponsors, any of the Contest Sponsors' other promotions. All Submissions that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Contest rules will be disqualified. The Contest Sponsors do not assume any responsibility for garbled, lost, late, delayed, destroyed or misdirected Submissions, mail, voice messages, e-mail or any computer errors or malfunctions, incorrect or inaccurate capture of Submission information, technical malfunctions, human or technical error, seeding or printing errors related to this Contest. Submission materials or data that have been tampered with or altered are void. The Contest Sponsors reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest rules or otherwise in a disruptive manner (such as is described above) by using or relying on any evidence or other information made available to, or otherwise discovered by, the Contest Sponsors. Any attempts to deliberately damage the Contest web site 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 Contest Sponsors reserves their right to seek remedies and damages to the fullest extent of the law. The Contest Sponsors assume no responsibility for failure of the internet or any Contest website during the Contest, for any problems or technical malfunction of any telephone network or lines, computer line or network systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any

injury or damage to an entrant's or any other person's computer or mobile device related to or resulting from using, accessing, playing or downloading any material in relation to the Contest.

- 13. TERMINATION/MODIFICATION:** If for any reason, in the opinion of the Contest Sponsors, in their sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond their control, Contest Sponsors reserve the right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from among all eligible Submissions received up until the time of cancelation, termination, modification, amendment, extension or suspension. Contest Sponsors reserve the right to modify these Contest rules without materially affecting the terms and conditions hereof.
- 14. PRIVACY:** Personal information is not being collected from entrants by the Contest Sponsors. By accepting the Grand Prize, the confirmed winner and travelling companion (and, if a Minor, his/her parent or legal guardian) consents to the collection, use and distribution of his or her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by the Contest Sponsors for the purposes of implementing, administering and fulfilling this Contest. Contest Sponsors will not sell or transmit this information to third parties except for the purposes of administering this Contest. By accepting the Grand Prize, the winner and travelling companion (and, if a Minor, his/her parent or legal guardian) consent to the manner of collection, use and disclosure of personal information as set out in Bell Media Inc.'s privacy policy, which is available at bellmedia.ca/about/Media_Privacy.page. Any inquiry concerning the personal information held by the Contest Sponsors should be addressed to Bell Media Inc. 299 Queen St. W. Toronto, ON, M5V 2Z5. This section does not limit any other consent(s) that an individual may provide the Contest Sponsors or others in relation to the collection, use and/or disclosure of their personal information.
- 15. CONSTRUCTION:** Contest is subject to and will be interpreted according to all applicable federal, provincial and municipal laws and regulations in Canada. By entering this Contest each entrant (and, if a Minor, his/her parent or legal guardian) agrees to be bound by these Rules and by the decisions of the Contest Sponsors and Judges, which shall be final on all matters relating to the Contest. All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest rules, or the rights and obligations of entrants and the Contest Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All entrants consent to the jurisdiction and venue of the Province of Ontario. All entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.

In the event of any discrepancy or inconsistency between the terms and conditions of the Rules and disclosures or other statements contained in any Contest related materials, including but not limited to point of sale, television, print or online advertising, the terms and conditions of the Rules shall prevail, govern and control.

- 16. TM/IP/COPYRIGHT:** With the exception of Submissions, all intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or licensed by the Contest

Sponsors and/or their respective 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.

LEGALS for use with/placement in all advertising of the Bell Media Inc. and SweetTarts #MMVAMISFIT Contest:

No purchase necessary. Contest starts at 11:00 a.m. ET on Apr 4/16 and closes at 11:59 p.m. ET on June 5/16. Open to legal residents of Canada (excluding Quebec) 16 years or older. To enter, post an original photo or video on Instagram of your “Misfit Passion” with the hashtag #MMVAMISFIT and this link to the rules: [\[insert URL\]](#). 1 prize of a trip for 2 to Toronto to attend the 2016 MMVAs (approx. value of \$6,000 CAD based on a Vancouver departure). Submissions will be equally judged on individuality, creativity, & connection to misfit concept. Odds of winning depend on calibre of each submission and total submissions received. For full rules and submission requirements visit [\[insert URL\]](#). Skill-testing question required. WINNER CONDITION: MUST BE ABLE TO DEPART FOR TRAVEL ON JUNE 17, 2016.