



## CONTEST RULES

### CBC's Fan Choice Contest ("Contest")

From September 5, 2019 at 9:00am EST to October 3, 2019 at 10:00am EST ("Contest Period")

Organized by  
Canadian Broadcasting Corporation ("CBC")

and with

TD Bank ("Sponsor")  
(hereinafter referred to as "Sponsor/Prize Provider")

### 1. HOW TO ENTER

**No purchase required.** To enter the Contest, during the Contest Period, complete the official entry form available on [www.cbc.ca/fanchoice](http://www.cbc.ca/fanchoice) ("Website") and submit your answer to the question: "What is your choice for the TD Fan Choice Award for Canadian Literature?" then "click" to accept the Contest Rules.

Submission of an entry to the Contest signifies that you have read and agree to the official Contest Rules. Questions marked with an asterisk or otherwise indicated as mandatory are required to be eligible for the Contest. Answers to questions not marked with an asterisk on an entry form are appreciated, but not required to participate in the Contest.

To be valid, entries must be received by no later than October 3, 2019 at 10:00am EST

Limit of one entry per person, per day during the contest period. If you attempt or are suspected of attempting to enter more than the authorized amount, or use robotic, automatic, programmed or any other methods of participation not authorized by these Rules, it shall be deemed as tampering and will void your entries, votes or other results of such participation.

No submissions will be accepted after the above deadlines for any reason. Any entries received after the above deadlines will be void.

**\*\*\*THIS SECTION APPLIES ONLY IF YOU SUBMIT CONTENT AS PART OF THE CONTEST\*\*\***

#### **Your Content**

Your Content includes any content you contribute, post (text, photo, drawing, etc.), hashtag or otherwise submit in connection with the Contest. Your Content will be subject to Your Content Submission Guidelines under the [cbc.ca](http://cbc.ca) Terms of Use available at



<http://www.cbc.ca/aboutcbc/discover/submissions.html>, which includes (but is not limited to) the following conditions:

You represent and warrant to CBC that you hold all of the required rights and authorizations to Your Content. You have consent from any people appearing in Your Content (including parental consent for minors) and all authorizations required to grant the license specified hereafter to CBC.

The following kind of Your Content is prohibited:

- a. Pornography, vulgarity, obscenity or sexually explicit content
- b. Anything illegal
- c. Hate speech
- d. Threats, harassment
- e. Threats or suggesting committing a criminal act
- f. Offensive, obscene, profane, libelous, defamatory, threatening, harassing, or insulting content or statement toward any person, ethnicity, race, gender, sexual orientation, religion, profession, or age group or promote any activities that may be illegal, inappropriate, unsafe, dangerous, or socially irresponsible, as determined by CBC in its sole and absolute discretion;
- g. Attempts to mobilise people for any purpose outside of a CBC event
- h. When the Contest is hosted on social media platforms, anything that does not comply with the Terms of Service and Rules of this social media;
- i. Infringement upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights. For greater certainty, Your Content may be ineligible (in CBC sole discretion) if it contains a third party's copyright, trademarks or logos
- j. Defamatory, misrepresented or disparaging remarks about CBC/Sponsor/Prize Provider or any other company, brand or person or and of their products

Any content deemed by CBC to be inappropriate or not suitable for its audience for any reason will be disqualified at the sole discretion of CBC.

Your Content submitted to CBC will not be returned to you.

By submitting Your Content, you grant CBC and Sponsor/Prize Provider a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to publish, reproduce and distribute Your Content in all media, on all platforms and by any other means of communication they control or authorize in connection with this Contest and CBC contest promotion. You waive all moral rights to Your Content when used for these purposes. You authorize CBC and Sponsor/Prize Provider to use your name, image and voice, in their sole discretion, in conjunction with the use of Your Content. Collective agreement provisions may



apply. The list of winner(s) and winning entry/ies may be posted on the CBC and Sponsor/Prize Provider platforms for an indefinite period after the close of the Contest.

**\*\*\*THIS SECTION ONLY APPLIES IF CBC HAS PROVIDED CONTENT FOR THIS CONTEST\*\*\***

### **Use of CBC Content.**

You may only use content that is provided on CBC's Website specifically for use in this Contest ("**CBC Content**") and not any other content owned by the CBC or found on CBC's Website. You may only copy and use the CBC Content to create and submit Your Content and may not otherwise use, copy, modify, distribute, transmit, transfer, sell or exploit the CBC Content. You shall have no right, title or interest in the CBC Content, and will erase or destroy all copies of the CBC Content upon submission of Your Content. CBC is entitled to terminate your right to access or use any or all of the CBC Content at any time. You irrevocably assign, transfer and abandon all of your right, title and interest in and to Your Content to CBC. Accordingly, CBC has the exclusive right to implement and authorize any provision under any law pertaining to intellectual property, including without limitation, the right to protect in its own name, as owner and author, Your Content and any of its derivatives under law. Further, you agree that you may not use Your Content, except as specifically indicated in writing by CBC.

## **2. ELIGIBILITY**

Contest is open to all Canadian residents who are between 5-12 years of age attending a full time educational institution as of the Contest opening date and who's parent/guardian has consented to them entering as of the Contest opening date.

In cases where the Contest is open to contestants who have not reached the age of majority in their province (a "minor"), parent or guardian consent is necessary to enter the Contest and participate in the prize. Parent/guardian will be responsible for minor's participation in the prize. Where appropriate, the terms "contestant" and "winner" mean parent or guardian of the minor. If a minor contestant has not received consent to enter the Contest or a minor winner does not have parental/guardian consent to participate in the prize, or, where applicable, does not have a parent/guardian to accompany them in the prize, the entry shall be invalid, and prize (if applicable) shall be forfeited and a new potential winner may be selected by CBC in its sole discretion.

Members of the Judging Panel, employees of CBC, employees of Sponsor/Prize Provider and their respective affiliates, as well as such persons' immediate family (father/mother,



brother/sister (including step brother/sister, half-brother/sister etc), son/daughter) and persons living under the same roof are not eligible to enter this Contest.

Where an entry is made on behalf of a group (i.e. class entry, school entry) which includes a person mentioned above, such group's entry may be allowed by CBC in its sole discretion.

### **3. PROCEDURE FOR AWARDING PRIZES**

On October 5<sup>th</sup>, 2019 a random draw will be conducted by CBC from among all eligible entries received during the Contest Period.

The first selected contestants from the random draw to correctly answer the mandatory mathematical skill-testing question shall be declared the winner, subject to meeting all the conditions described in these rules.

Selected potential winner(s) will be contacted using the telephone number, email or social media account provided on or used for entry and should claim their prize as instructed by CBC by no later than two (2) days after the date and time they are initially contacted. If a potential winner cannot be reached within such time, incorrectly answers the mathematical skill-testing question(where applicable), declines the prize, or is otherwise found to be ineligible, the prize shall be forfeited and CBC has the right, at its sole discretion, to select another potential winner.

### **4. DESCRIPTION OF PRIZE(S)**

The contest winner will receive the following prize:

- A visit from one of the 5 finalist authors to their classroom (on a date to be mutually determined, subject to CBC's final approval)
- Copies of that author's book for all of the students in the winner's class
- A \$2000 cheque to the winner's school library
- \$500 cheque to the winner

The prize includes only what is specifically described and no other allowance will be granted.

Total approximate retail value of the prize is: \$5,500 CAD



Where the prize or use of the prize involves travel, the winner and his/her travel companion, are responsible for obtaining a valid passport if applicable and/or other required travel documentation at their own expense. If the winner and his/her travel companion are unable to travel or use the prize because they lack proper documentation, the prize will be forfeited without compensation, and a new draw may be held.

## 5. GENERAL RULES

**5.1.** To be declared a winner of a prize as a result of a random draw, the selected contestant must first correctly answer a mathematical skill-testing question.

**5.2.** By entering the Contest, you:

- a. declare you have read, agree to and have complied with the Contest Rules;
- b. declare you meet all criteria to enter the Contest and to accept and participate in the prize (if awarded);
- c. agree that subject to the accuracy of the response to the mathematical skill-testing question, if you are the winner of a prize, you agree to accept the prize as provided by CBC/Sponsor/Prize Provider;
- d. consent and agree that your name, city/province of residence, image, statements and/or voice and Your Content may be shared with Sponsor/Prize Provider and may be used for promotional and other purposes related to this Contest free of charge by CBC/Sponsor/Prize Provider;
- e. your heirs, your successors and your assigns, release CBC and any Sponsor/Prize Provider as well as its/their respective parents, subsidiaries, affiliates, directors, officers, consultants, agents, volunteers and employees (the “**Contest Parties**”) from all liability for any damages, compensatory, direct, incidental, consequential or otherwise arising from your participation in this Contest, the use of Your Content, and from the awarding, acceptance or use of the prize (if awarded).

**5.3.** If the prize allows the winner to be accompanied by one or more people anyone accompanying the winner in connection with the prize shall sign a release agreeing that their name, image and/or voice may be used for advertising purposes related to this Contest free of charge, and releasing the Contest Parties from all liability for any damage or loss arising from use of the prize.



**5.4.** The prize shall be accepted as is and may not be exchanged or refunded for an amount of money, sold or transferred. No substitutions will be allowed. Any portion of a prize not used for any reason will be forfeited.

**5.5.** If the prize cannot be awarded as described in these Rules, the Contest Parties reserve the right to substitute a prize or prize component with another of comparable value, as determined in their sole discretion.

**5.6.** Refusal to accept the prize or a portion of the prize releases the Contest Parties from any obligation toward the winner with respect to that prize/portion of the prize.

**5.7.** If a contestant makes any false statement, (s)he will be automatically disqualified from the Contest.

**5.8.** You may be required to provide proof of your name/identity/age as requested by CBC in its sole discretion. If you fail to provide adequate proof you will be automatically disqualified from the Contest.

**5.9.** For the award of a prize by voting method, CBC reserves the right to cancel any vote deemed unlawful or illegitimate and to make adjustments accordingly in calculating the number of votes received by the participant.

**5.10.** The Contest Parties assume no liability for any loss, damage or injury, including without limitation: (i) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible or incomplete entries; (ii) loss, theft or damage to software or computer or telephone data, including any breach of privacy; (iii) fraudulent calls; (iv) inability of any person to participate in the Contest for any reason including but not limited to: mistaken addresses on mail or e-mail; technical, computer or telephone malfunctions or other problems with computer on-line systems, servers, access providers, computer equipment, or software; lost, late, incomplete, illegible, incomprehensible or misdirected entries; bugs, failures in services, hardware or software transmission failure or loss, delayed or corrupted data transmission; congestion on the internet or at any website, or any combination of the foregoing; (v) damage to any person's computer, including as a result of playing or downloading any material relating to the Contest; (vi) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout or other labour dispute at their location or the locations of the organizations and businesses whose services are used to administer this Contest; (vii) prizes that are lost, damaged or misdirected during shipping; (viii) loss, damage, defects, or inability to use the prize once awarded to the winner for any reason whatsoever.



**5.11.** Social media or other platforms used for this Contest, and their respective parents, subsidiaries, affiliates, directors, officers, consultants, agents, volunteers and employees shall not be responsible for any damages, compensatory, direct, incidental, consequential or otherwise, with respect to or in any way arising from damages to participants occasioned by participating in the Contest or downloading any information associated with the Contest.

**5.12.** You agree that in your use of social media or other platforms for this Contest, including but not limited to chat areas, and the registration and use of social media accounts, user names or group names, you will not use obscene, libelous or slanderous language, or language which infringes upon a third party's trademark, trade name or other intellectual property right or right to privacy.

**5.13.** Contestants found tampering with or abusing any aspect of this Contest, including but not limited to acting in violation of these Rules, attempting to participate in the Contest more than the maximum number of times allowed, to be acting with the intent to disrupt the normal operation of this Contest, as determined by CBC, will be disqualified. The discovery of any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the contestant utilizing the same in CBC's sole and absolute discretion.

**5.14.** When the Contest Rules allow entry via Facebook, Twitter or any other social network, the terms of use of these social networks apply and the social network, as well as its directors and officers, assume no liability whatsoever in connection with the Contest.

**5.15.** CBC reserves the right to cancel or suspend this Contest in its sole discretion for any reason including but not limited to corruption of the security or proper administration of the Contest as a result of a bug, virus, tampering or other cause. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, CBC reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

**5.16.** Personal information collected at the point of entry, such as full name, date of birth (where applicable) and contact information, is collected by CBC and will be used by CBC and the Sponsor/Prize Provider solely for the purposes of administering this Contest, and shall not be used for any other purpose without your express consent. By providing this information, you consent to it being used for the stated purposes. Please see CBC's privacy policy at <http://www.cbc.ca/aboutcbc/discover/privacy.html>.



**5.17.** If the identity of a contestant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the contestant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected contestant may be required to provide proof that (s)he is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server.

**5.18.** Odds of winning depend on the number of eligible entries. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, using any robotic, automatic programmed method that artificially increases the odds of winning or do not conform to or satisfy any condition of the rules may be disqualified by the CBC. CBC is not responsible for any errors or omissions in printing or advertising this Contest.

**5.19.** CBC reserves the right to amend the Contest Rules or to terminate the Contest at any time without any liability to any contestant. Any amendments to these Contest rules will be posted on the Website.

**5.20.** By entering, you agree to abide by the Contest Rules and the decisions of CBC, Sponsor/Prize Provider and/or the Judging Panel, which decisions are final and binding on all contestants.

**5.21.** The Contest shall be deemed to be entered into pursuant to, and your agreement to enter and abide by the rules of the Contest shall be construed, performed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. By your submission of the registration form you agree to attorn to the exclusive jurisdiction of the courts of Ontario.

If you have any accessibility requirements or special needs in relation to this Contest, please contact the contest coordinator, as noted below.

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CANADIAN BROADCASTING CORPORATION