

RULES FOR THE #NEWADSPOT CONTEST

By participating in this contest you declare that you have read the contest rules below and that you accept and agree to the terms and conditions herein.

1. CONTEST PERIOD

- 1.1. The #NewadSpot Contest (the “Contest”) is held by Newad Media Inc. (the “Contest Organizers”). The Contest starts on September 16, 2016 at 12:00 a.m. (ET) and ends on December 16, 2016 at 11:59 p.m. (ET) (the “Contest Period”).

2. ELIGIBILITY

- 2.1. The Contest is open to all Canadian residents who have reached the age of majority in their province of residence at the time the entry was submitted. Employees, agents and representatives of the Contest Organizers, of any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, suppliers of prizes, material and services related to this Contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse and any individuals with whom such employees, agents and representatives are domiciled are not eligible to participate in the Contest. PLEASE DO NOT ENTER THE CONTEST IF YOU ARE NOT ELIGIBLE.

3. HOW TO ENTER

No purchase necessary

To participate in the Contest and become an Entrant (the “Entrant”), you must complete the following steps:

- Follow @newadmedia on Instagram;
- Take a photo of your experience at a restaurant or bar that is part of the Newad Restobar Network;
- Post the photo on Instagram with your profile set as public;
- Tag #NewadSpot and mention the name of the restaurant or bar.

Limits. Entrants must respect the following limits otherwise they may be disqualified:

- The Entrant may post an unlimited number of photos, however, a photo may only be used once to enter the contest.

4. THE PRIZE

Entrants are eligible to win the following prize (the “Prize”), which consists of:

- One (1) of the four (4) gift certificates of \$100 at the restaurant or bar where the picture was taken.
- 4.1. The following conditions apply to the Prize: (i) the Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be permitted at the Contest Organizers' sole and absolute discretion); (ii) the Contest Organizers reserve the right at any time to substitute the Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, at the Contest Organizers' sole discretion, a cash award.

5. DRAW

- 5.1. The eligible Contest winner will be randomly selected in an electronic draw from all the eligible entries received during the Contest Period on September 30, 2016 at 1:00 p.m. (ET), October 24, 2016 at 1:00 p.m. (ET), November 21, 2016 at 1:00 p.m. (ET) and December 20, 2016 at 1:00 p.m. (ET). at the offices of Newad Media Inc. located at 4200 St-Laurent bd., Suite 1440, Montréal, Québec.
- 5.2. **The odds of winning the Prize.** The odds of an entrant's entry being selected depend on the number of eligible entries received during the Contest Period. A winner of one Prize will not be eligible to win any other Prize.

6. AWARDING OF PRIZES

The Contest Organizers will comment on the Instagram photo selected in the random draw from Newad's Instagram account (@newadmedia). The comment will inform the Entrant that their photo has been selected in the random draw and to contact communication@newad.com.

To be declared the winner, the selected entrant must:

- Email communication@newad.com within five (5) days of receiving a comment from @newadmedia on Instagram;
- Reply in accordance with the instructions given in the e-mail response within five (5) days;
- Complete and sign the Declaration and Release Form (the "Declaration") that the Contest Organizers will provide in the e-mail to the effect that he/she has fulfilled all the requirements of these Contest Rules and releases the Released Parties (defined below) from any and all liability in connection with the Contest and the Prize, and return it to the Contest Organizers by the deadline mentioned in the Declaration;
- Have correctly answered the mathematical skill-testing question in the Declaration; and

- Upon request and before the deadline provided in the Declaration, provide either an identification card with photo for the Entrant.

6.1. Failure to comply with one of the conditions mentioned in these Contest Rules or to accept the Prize will cause the selected Entrant to be disqualified. In such case, the Contest Organizers may, at their sole discretion, cancel the Prize or hold a new draw until an Entrant is selected and declared a winner. In the event that no Entrant has been declared a winner within fourteen (14) days following the original draw, the Contest Organizers may cancel the Prize.

6.2. Within seven (7) days following the receipt of the duly completed and signed Declaration, and subject to the conditions set out above, the Contest Organizers will send instructions to the winner on how to take possession of the Prize.

7. GENERAL CONDITIONS

7.1. **Verification.** Entries and the Declaration are subject to verification by the Contest Organizers. Any Entry or Declaration that is incomplete, illegible, mutilated, fraudulent, registered or submitted late, bearing an invalid e-mail or mailing address, or otherwise noncompliant shall be rejected and will not entitle the Entrant to an entry or to the Prize, as the case may be, subject to the approval of the Régie des alcools, des courses et des jeux (the “Régie”) with respect to residents of Quebec. Mass entries, automated entries, entries submitted by third parties will be void, subject only to the approval of the Régie in Quebec.

7.2. **Disqualification.** Subject only to the approval of the Régie with respect to Quebec, the Contest Organizers reserve the right to disqualify a person or to cancel one or more entries of a person who participates or tries to participate in this Contest by using methods that do not comply with these Contest Rules or that are unfair to other Entrants (e.g. entries exceeding the authorized limit or the harassment, threatening or abuse of other Entrants or persons). Such person may be reported to the appropriate legal authorities.

7.3. **Conduct of the Contest.** Any attempt to deliberately sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizers reserve the right to reject the Entrant’s entry and obtain legal or equitable relief under applicable laws.

7.4. **Limitation of Liability.** BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE CONTEST ORGANIZERS AND ANY COMPANY, CORPORATION, TRUST OR OTHER LEGAL ENTITY CONTROLLED BY OR AFFILIATED TO THEM, THEIR ADVERTISING AND PROMOTIONAL AGENCIES AND THEIR RESPECTIVE EMPLOYEES, AGENTS AND REPRESENTATIVES (THE “RELEASED PARTIES”) HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY

INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM A PRIZE, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASED PARTIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ATTEMPT TO ENTER OR PARTICIPATE, ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Released Parties shall not be responsible for: (a) any incomplete or inaccurate information that is 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 processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judges or Contest Organizer for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest or in connection with the Website; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; (i) technical, pictorial, typographical or editorial errors or omissions contained herein; or (j) for any damages or loss caused by the transmission of any information related to the participation in the Contest.

- 7.5. **Liability limit: prize supplier.** The entrant selected for the Prize acknowledges that upon awarding of the Prize, the obligations related to it become the responsibility of the providers of services related to the Prize.

- 7.6. **System of entry.** The Contest Organizers do not warrant that access to the Entry to enter the Contest will be uninterrupted during the Contest Period or error-free.
- 7.7. **Contest modification.** Subject only to the approval of the Régie with respect to Quebec, the Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.
- 7.8. **Termination of participation in the Contest.** Subject only to the approval of the Régie with respect to Quebec, in the event that the system of entry cannot register all Contest entries during the Contest Period for whatever reason, or if participation in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the Contest Organizers may, at their sole discretion, proceed with the draw among the entries duly registered during the Contest Period or, as the case may be, up to the date of the event ending participation in the Contest.
- 7.9. **Prize limit.** In no event shall the Contest Organizers be required to award more prizes than indicated in these Contest Rules or to award a prize other than in compliance with these Contest Rules.
- 7.10. **Authorization.** By entering this Contest, the Entrant selected for the Prize authorizes the Contest Organizers and their representatives to use, if required, his/her name, photo, voice, place of residence and/or statement regarding the Prize for publicity purposes, without any form of compensation.
- 7.11. **Communication with Entrants.** No communication or correspondence related to this Contest shall be exchanged with Entrants except as provided for in these Contest Rules or at the Contest Organizers' initiative.
- 7.12. **Personal information.** Entrants' personal information collected and used solely for the purposes of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to Entrants unless they have otherwise agreed to receive such communications.
- 7.13. **Copyright or trade-mark.** The use or reproduction of any copyright material or trade-mark related to this Contest is strictly prohibited, except with the prior express written consent of the rights' owner.
- 7.14. **Unenforceability.** In the event that an authority with jurisdiction declares any portion of these regulations invalid, illegal or unenforceable, such judgement shall not in any way affect any other portion of these Contest Rules, the other sections shall remain valid and in effect, to the extent permitted by the law

- 7.15. **Discrepancy.** In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.
- 7.16. **Property.** The Declaration is the property of the Contest Organizers and shall not in any case be returned to the Entrant.
- 7.17. **Entrant identification.** For the purpose of these Contest Rules, the Entrant is the person whose name appears as the owner of the email account used in connection with his or her entry, as determined by the email or internet service provider responsible for issuing such account, and it is to this person to whom the Prize will be awarded if he/she is selected and declared the winner.
- 7.18. **Contest Organizers' decision.** Any decision by the Contest Organizers or their representatives regarding this Contest is final and without appeal.
- 7.19. **Disputes in Quebec.** Any dispute regarding the organization of a promotional contest may be submitted to the Régie for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.