

## **GameTV WATCH & WIN FALL CONTEST**

### **RULES & REGULATIONS**

#### **OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

The WATCH & WIN FALL CONTEST (the “Contest”) is a contest which allows participants to enter for a chance to win one of the offered prizes, pursuant to these official rules (the “Official Rules”), which are available online at <https://gametvcontests.com>. The host of this contest is The GameTV Corporation (the “GameTV”) and can be contacted here: <https://www.gametvnetwork.com/contact-gametv/> , 25 York Street, Suite 1810, Toronto, Ontario, M5J 2V5. By taking part in this Contest, you accept and agree to be bound by these Official Rules and agree that all decisions of GameTV are final and binding. These Official Rules apply only to this Contest and not to any other promotions, contests, or sweepstakes.

#### **CONTEST PERIOD:**

The Contest begins on October 16, 2023, at 8:30 PM ET and ends on December 2, 2023, at 11:59:59 PM ET (the “Contest Period”).

#### **ELIGIBILITY, RESIDENCY AND AGE:**

The Contest is open to legal residents of Canada excluding the Province of Quebec, who are at least Nineteen (19) years of age at the time of entry (each, an “Entrant”). Employees, officers, and directors of GameTV, prize suppliers, advertising and promotional agencies, and all of their respective parent, subsidiary and affiliate entities (collectively, the “Contest Entities”) as well as all of their respective household members and immediate family members and/or those with whom such employees, officers, and directors domiciled, collectively, are not eligible to enter or win. For the purpose of these Official Rules, “household members” means those people who share the same residence and/or mailing address at least Three (3) months per year and “immediate family members” means any parent, spouse, sibling or child and their respective spouses. GameTV reserves the right to verify the eligibility of any winner.

#### **HOW TO ENTER:**

During the “Contest Period”, viewers tune into the GameTV broadcast at 8:30 PM ET to receive the “WATCH & WIN code word of the day, then visit <https://gametvcontests.com/> (the “Contest Website”) and fully complete and submit the Contest code word of the day and entry form to enter (the “Entry”). Entries must be fully completed with all the required information and received by 11:59:59 PM ET on December 2, 2023.

Limit One (1) Entry per person and per email address per code word during the Contest Period. Additional Entries received from any one person or email address thereafter will be void.

Entries by any means, that subvert or in the unfettered sole discretion of GameTV attempt to directly or indirectly subvert or contravene the Entry process or the Official Rules, will be deemed null and void. Releasees (as defined below) are not responsible for lost, incomplete, illegible, late, misdirected, stolen, undelivered, damaged, garbled, or mutilated Entries; lost Entries or transmissions; any error, omission, interruption, defect or delay in transmission, interrupted or unavailable network, cable, satellite, Internet Service Provider (ISP), server or other connections; miscommunications, failed computer hardware or software or technical failures; garbled, misrouted or scrambled transmissions; incomplete Entries or communications; or other errors; printing, typographical or other errors appearing within these Official Rules, the Contest Website, in any Contest-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, computer, electronic or otherwise relating to or in connection with the Contest, including, with limitation, errors or problems which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the prizes, or the cancellation or postponement of any events or games. GameTV reserves the right, in its sole discretion, to void any and all Entries of an entrant, who GameTV believes has attempted to tamper with or impair or undermine the administration, security, fairness or proper play of the Contest. The use of automated or similar devices that subvert, manipulate or undermine the Entry process directly or indirectly in any manner in the sole and unfettered opinion of GameTV, including but not limited to Entries submitted using any bot, macro, script, or contest service (or any other devices intended to automate any aspect of Entry) to enter the Contest is prohibited and Entries through such devices are void.

#### **PRIZES:**

There will be thirty-five (35) Weekday Prize winners, and one (1) Grand Prize winner.

- Thirty-five (35) Weekday Prizes of 1,500.00 CAD in cash each (the "**Weekday Prize**").
- One (1) Grand Prize of \$25,000.00 CAD in cash (the "**Grand Prize**").
- The total of all prizes to be given away is \$52,500.00 CAD in Weekday Prizes plus the \$25,000.00 CAD Grand Prize, for a total aggregate of \$77,500.00 CAD.

Prizes must be accepted as awarded. No substitutions except at GameTV's option. GameTV reserves the right, in its sole and absolute discretion, to substitute any prizes or a component thereof with a prize of equal or greater value (in cash or in-kind).

#### **PRIZE DRAW:**

During the Contest Period, a random draw for each of the Thirty-Five (35) Weekday Prize winners will take place every successive Monday, between October 23, 2023- December 4, 2023, at 10:00 AM ET in Toronto, Ontario from all eligible Entries received during the Contest Period. An entry selected will be eligible to win One (1) "Weekday Prize" only. The odds of winning a prize will depend on the total number of eligible Entries received during the Contest Period. Confirmed Weekday Prize winners will be announced on GameTV during the weeks of December 18<sup>th</sup>, 2023 and December 25<sup>th</sup>, 2023.

The draw for the One (1) Grand Prize winner, will take place on Monday, December 4, 2023, at 10:00 AM ET in Toronto, Ontario from all eligible Entries received during the Contest Period. An Entry selected will be eligible to win one (1) "Grand Prize" only. Weekday Prize winners are also eligible to win the Grand Prize. Each Weekday code word submission also gives the Entrant an Entry for the Grand Prize. The odds of winning a prize will depend on the total number of eligible Entries received during the Contest Period.

The confirmed Grand Prize winner will be announced on GameTV sometime between December 18<sup>th</sup>, 2023 and December 31<sup>st</sup>, 2023.

In the event of any error of any kind whatsoever, more potential winners are selected than specified in these Official Rules, GameTV reserves the right to hold a random draw amongst all potential prize claimants to award the correct number of prizes in GameTV's sole and unfettered discretion.

#### **WINNER NOTIFICATION AND SELECTION:**

The selected Entrants for the Weekday Prizes will be contacted via email or telephone (as determined in each case by GameTV in its sole and unfettered discretion) by a representative of GameTV every Monday starting on Monday, October 23, 2023. On Monday, December 4, 2023 (for the Grand Prize phase of the contest) the selected Entrant for the Grand Prize will be contacted via email or by telephone by a representative of GameTV. If any potential winner cannot be reached, OR, in the event a potential winner does not accept the prize or fails to comply with these Official Rules within Two (2) business days of being contacted by email or telephone, the prize will be forfeited, and a new winner will be selected. Upon prize forfeiture, no compensation will be given.

Before being declared a prize winner, the selected Entrant will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question and will also be required to sign, and in the event of a minor, have his/her parent(s) or legal guardian(s) sign on his/her behalf, a declaration and release form (the "Release Form") stating that he/she has read, understood and complied with these Official Rules (including the eligibility requirements); grants all consents required; authorizes the Contest Entities and all of their designees, licensees and assigns to use the winner's name, voice, city/province of residence, photos, video or film clips, and/or other visual likeness for advertising, promotional, and/or trade purposes, and/or for any other purpose in any media or format now or hereafter known throughout the universe in perpetuity, without further compensation (financial or otherwise), permission or notification; and releases the Contest Entities, and all of their respective shareholders, directors, officers, employees, contractors, licensees, licensors, successors, assigns and designees (collectively the "Releasees") from any and all liability of any kind arising out of the winner's participation in the Contest and receipt and use of the prize. If the selected Entrant fails to correctly answer the mathematical skill-testing question, fails to execute and return the Release Form within the required time period of Two (2) business days, is otherwise not in compliance with the Official Rules, or is unable or unwilling to comply with the Official Rules, the selected Entrant will be deemed ineligible and will forfeit his/her prize. A new potential winner will then be selected from all remaining eligible Entries in accordance with these Official Rules.

All decisions of GameTV with respect to any aspect of the Contest, including without limitation, the eligibility of Entrants and/or Entries, are final and binding in all matters as they relate to the Contest.

#### **INDEMNIFICATION AND LIMITATION OF LIABILITY:**

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, PROCEEDINGS, ACTION, LIABILITY, DAMAGES, LOSSES AND INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRANT'S PARTICIPATION IN THE CONTEST AND THE ACCEPTANCE OR FORFEITURE OF ANY PRIZE. THE CONTEST ENTITIES HERBEY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, IN

RELATION TO THE CONTEST AND PRIZES EXCEPT AS EXPRESSLY SET FORTH IN THESE OFFICIAL RULES TO THE CONTRARY.

THE RELEASEES SHALL HAVE NO LIABILITY WHATSOEVER IN RELATION TO THE CONTEST AND WILL BE RELEASED, DEFENDED AND HELD HARMLESS FROM ANY CLAIM, PROCEEDING, ACTION, LIABILITY, DAMAGE, LOSS, AND/OR INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, OR DAMAGE TO PERSONAL OR REAL PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY ANY REASON, INCLUDING THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE AND/OR PARTICIPATION IN THE CONTEST.

IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THESE OFFICIAL RULES OR OTHERWISE ON GAMETV'S OR ANY OTHER WEBSITE(S), INCLUDING THE CONTEST WEBSITE, THE CONTEST ENTITIES ASSUME ABSOLUTELY NO RESPONSIBILITY OR LIABILITY, DIRECTLY OR INDIRECTLY FOR (A) ANY INCORRECT OR INACCURATE ENTRY INFORMATION, OR FOR ANY FAULTY OR FAILED ELECTRONIC DATA TRANSMISSIONS; (B) ANY UNAUTHORIZED ACCESS TO, OR THEFT, DESTRUCTION OR ALTERATION OF ENTRIES AT ANY POINT IN THE OPERATION OF THE CONTEST, (C) ANY TECHNICAL MALFUNCTION, FAILURE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR COMMUNICATIONS LINE FAILURE, REGARDLESS OF CAUSE, WITH REGARD TO ANY EQUIPMENT, SYSTEMS, NETWORKS, LINES, SATELLITES, SERVERS, CAMERA, COMPUTERS OR PROVIDERS UTILIZED IN ANY ASPECT OF THE OPERATION OF THE CONTEST; (D) INACCESSIBILITY OR UNAVAILABILITY OF ANY NETWORK OR WIRELESS SERVICE, THE INTERNET OR WEBSITE (INCLUDING THE CONTEST WEBSITE) OR ANY COMBINATION THEREOF; (E) SUSPENDED OR DISCONTINUED INTERNET, WIRELESS OR LANDLINE PHONE SERVICE; (F) ANY INJURY OR DAMAGE TO ENTRANT'S OR TO ANY OTHER PERSON'S COMPUTER OR MOBILE DEVICE OR OTHER EQUIPMENT WHICH MAY BE RELATED TO OR RESULTING FROM ANY ATTEMPT TO PARTICIPATE IN THE CONTEST OR DOWNLOAD OF ANY MATERIALS RELATED TO THE CONTEST (IF ANY); AND (G) ANY DAMAGES AND LOSSES WHATSOEVER, WHETHER FINANCIAL OR OTHERWISE, SUFFERED OR INCURRED OR CAUSED BY ANY PERSON OR ENTITY IN CONNECTION WITH THE CONTEST AND THESE OFFICIAL RULES.

**GENERAL CONDITIONS:**

The Releasees are not responsible for lost, incomplete, illegible, misdirected, garbled, stolen, or mutilated Entries or Release Forms.

GameTV reserves the right to withdraw, reschedule, cancel or suspend the Contest and/or to amend these Official Rules, in any way, at any time and for any reason without notice. Any attempt to undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made; The Contest Entities reserve the right to seek remedies and damages to the fullest extent permitted by law, including equitable and common law remedies.

**PERSONAL INFORMATION PRIVACY:**

Personally identifiable information of Entrants and/or others will (i) be held by GameTV, 25 York Street, Suite 1810, Toronto, ON, Canada M5J 2V5; (ii) be used for, and accessible only to those directly involved in the Contest, internal analysis by Contest Entities and their authorized third-parties; and (iii) not otherwise be disclosed.

By entering the Contest, each Entrant consents to the Contest Entities' and their authorized third-parties' collection, storage, use and disclosure of Entry and/or Entrant(s) personally identifiable information for the purposes of administering the Contest and as otherwise expressly set forth in these Official Rules. Any inquiry concerning an Entrant's (or other third-party's) personally identifiable information held by GameTV should be addressed to GameTV care of 25 York Street, Suite 1810, Toronto, ON, Canada M5J 2V5.

**INTELLECTUAL PROPERTY:**

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 that appear on the GameTV's websites, including the Contest Website and any other websites authorized by the Contest Entities, including third-party websites, in connection with the Contest, are owned or controlled by the Contest Entities or their authorized third-parties. All rights are reserved by the respective owners and/or licensors. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

**ACCEPTANCE OF OFFICIAL RULES:**

By entering the Contest, Entrants automatically agree to accept and abide by these Official Rules. All decisions of GameTV with respect to any aspect of the Contest, including without limitation the eligibility of any Entries, the awarding or forfeiture of any prize, the acceptability of any Release Form, the requirement of any additional or supplemental documents, and/or any other matter as determined by GameTV in its sole and unfettered discretion are final and binding in all matters.

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

**JURISDICTION OF LAWS:**

ANY DISPUTE IN THE MEANING, EFFECT, OR VALIDITY OF THE CONTEST OR OF THESE OFFICIAL RULES OR OF ANY MATTER IN RELATION THERETO WILL BE RESOLVED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. THE VENUE OF ANY LITIGATION ARISING FROM THE CONTEST OR THESE OFFICIAL RULES OR ANY MATTER IN RELATION THERETO WILL BE IN A PROVINCIAL COURT OF COMPETENT JURISDICTION IN TORONTO, ONTARIO. THE PARTIES CONSENT TO THE PERSONAL JURISDICTION OF THE PROVINCIAL COURTS OF TORONTO, ONTARIO, AND AGREE THAT THEY WILL NOT CHALLENGE PERSONAL JURISDICTION IN SUCH COURTS. EACH OF THE PARTIES WAIVES ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OR JURISDICTION OF ANY PROCEEDINGS IN SUCH COURTS OR THAT ANY SUCH PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM AND AGREES NOT TO PLEAD OR CLAIM THE SAME.