



## CONTEST RULES

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

**From September 6, 2018 at 6am ET to October 25, 2018 at 11:59pm ET ("Contest Period")**

**Organized by  
Canadian Broadcasting Corporation ("CBC")**

**and with**

**Canadian Children's Book Centre ("Sponsor")  
TD Bank and Canadian Children's Book Centre (each a "Sponsor")  
(hereinafter referred to as "Sponsor/Prize Provider")**

### **1. HOW TO ENTER**

**No purchase required.** To enter the Contest, during the Contest Period, visit the CBC Books website at [www.cbc.ca/fanchoice](http://www.cbc.ca/fanchoice) ("Website"), fill in the entry form and tell us which of the 5 finalist books should win TD's Children's Literature Award.

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 25, 2018 at 11:59pm ET.

Limit of one entry per person per day. 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.

### **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.



In cases where the Contest is open to contestant who has 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 26<sup>th</sup>, 2018 a random draw will be conducted by CBC from among all eligible entries received during the Contest Period. The first selected contestant 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 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)**



- 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

## 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





