

UP ALL NIGHT Contest Rules
THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING QUEBEC)
AND IS GOVERNED BY CANADIAN LAW

By entering this contest you understand that you are providing your information to Simon & Schuster Canada. Any personal information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see below). Any questions, comments or complaints regarding the Contest can be directed to the Sponsor.

1. ELIGIBILITY TO ENTER:

Contest entry is open to all legal residents of Canada (excluding Quebec) who have reached the age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Simon & Schuster Canada or its parent companies, subsidiaries, affiliates, prize suppliers and advertising/promotion agencies (collectively, the "**Contest Parties**").

2. CONTEST PERIOD:

Contest begins on **Thursday, February 1 at 9:00am** Eastern Time (ET) and ends on **Thursday, February 15 at 11:59pm** (the "**Contest Period**").

3. HOW TO ENTER:

- a. To participate in this Contest, you must be a legal resident of Canada (excluding Quebec) and fill out all the necessary information as outlined in the contest form.
- b. No purchase necessary. During the Contest Period, you can only enter the Contest once by filling out the form found at [<http://content.simonandschuster.ca/up-all-night/index.html>].
- c. Any form that does not follow the standard format (as determined by Sponsor in its sole and absolute discretion) will be discarded and will not be eligible for entry in this Contest.
- d. An entry will be considered to be void (and an Entry will not be granted) if the form: (i) does not describe and/or discuss the Theme (as determined by Sponsor in its sole and absolute discretion); (ii) is incomplete or illegible; (iii) is not received during the Contest Period and in accordance with these Rules; (iv) is not in accordance with the specific Submission Requirements listed below in Rule 4 (as determined by Sponsor in its sole and absolute discretion).
- e. Standard text messaging and/or data rates apply to persons who submit an entry via a wireless mobile device. Wireless service providers may charge for airtime for each standard text message sent and received. Please call your service provider for pricing and service plan information and rates before mobile device participation.

- f. ANYONE FOUND USING AND/OR ATTEMPTING TO USE MULTIPLE IDENTITIES TO PARTICIPATE IN THIS CONTEST WILL BE DISQUALIFIED. There is a limit of 1 entry per person permitted during the Contest Period, but to be eligible each entry submitted must be unique and original (as determined by Sponsor in its sole and absolute discretion). If it is discovered that you have attempted to: (i) submit more than 1 entry per person during the Contest Period; (ii) submit an entry that is not unique and original (as determined by Sponsor in its sole and absolute discretion); (iii) use multiple identities in an attempt to obtain more than the maximum stated number of Entries as contemplated in these Rules; then (in the sole discretion of the Sponsor) you may be disqualified from the Contest.
- g. Use of any automated, script, macro, robotic or other program(s) to enter or otherwise participate in this Contest is prohibited and will automatically result in disqualification. The Releasees (defined below) assume no responsibility for late, lost, stolen, incomplete, misdirected, delayed, garbled, damaged, inaccurate or undelivered entries.
- h. A person will receive one (1) entry (the “**Entry**”) in the random prize draw when he/she enters in accordance with these Official Contest Rules and Regulations (the “**Rules**”), up to a maximum of 1 Entry per person. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL ANY PERSON BE PERMITTED TO OBTAIN MORE THAN THE MAXIMUM NUMBER OF ENTRIES AS CONTEMPLATED IN THESE RULES.
- i. All Entries are subject to verification. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of receipt of a valid entry in this Contest will be the Sponsor’s official clock.
- j. All Entries are subject to verification. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) to enter or otherwise participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

4. SUBMISSION REQUIREMENTS:

BY SUBMITTING AN ENTRY, YOU AGREE THAT IT COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASEES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY ENTRY YOU SUBMIT. THE RELEASEES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Without limiting the generality of the requirements noted above in Rule 3, to be eligible for entry in this Contest, any entry you submit must be unique and original (i.e. you cannot submit the same entry more than one time in this Contest and/or copy someone else’s entry in whole or in part) and must be written in English only.

By participating in the Contest, each entrant agrees to be legally bound by these Rules and by the interpretation of these Rules by the Sponsor and further warrants and represents that any entry he/she submits:

- i. is original to him/her and that the entrant has all necessary rights in and to the entry to enter the Contest;
- ii. does not violate any law;

- iii. does not contain any reference to any identifiable third parties, unless consent has been obtained from each such individual and his/her parent/legal guardian if he/she is under the age of majority in his/her jurisdiction of residence;
- iv. will not give rise to any claims of infringement, 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
- v. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

By entering the Contest and submitting an entry, each entrant: (i) waives all moral rights in and to his/her entry in favour of the Sponsor; and (ii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Entry. For greater certainty, the Sponsor reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or disqualify any entry if a complaint is received with respect to the entry, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the entry and/or the associated entrant.

If the Sponsor determines, in its sole and absolute discretion, that any entry does not comply with these Rules for any reason, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the entry and/or the associated entrant.

5. PRIZES:

There will be **one (1)** grand prize to be won. The grand prize consists of all **nine (9)** books featured in the Up All Night campaign. The approximate retail value of the grand prize is **\$207.00**. The prize must be accepted as awarded and is not transferable or assignable. No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value. Each Prize will only be awarded to the person who is verified by the selected Entry. **There is a limit of one (1) Prize per person.**

6. RANDOM PRIZE DRAW AND WINNER SELECTION/NOTIFICATION:

Winners will be selected at the end of the contest day (the “**Draw Date**”) in Toronto at approximately 11:59pm ET. **One (1)** eligible entrant will be selected by random draw from among all eligible Entries received during the Contest Period. The odds of winning depend on the number of eligible Entries received during the Contest Period.

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact each selected entrant via email within five (5) business days of the Draw Date. If a selected entrant cannot be contacted within five (5) business days of the Draw Date, or if there is a return of any notification as undeliverable; then that selected entrant will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its

sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

7. GENERAL CONDITIONS:

By participating in this Contest, each entrant: (i) agrees to be bound by these Rules; (ii) agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action; and (iii) releases the Releasees from any and all liability in connection with this Contest and his/her participation therein.

The Releasees will not be liable for: (i) any failure of any website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any entries to be received by the Contest Parties for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website or mobile network; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an entry, entries will be deemed to have been submitted by the authorized email and/or phone number submitted at the time of entry (as determined in accordance with the official records of the Contest). An entrant or voter may be required to provide proof (in a form acceptable to the Sponsor) that he/she is the authorized person associated with the selected Entry and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, suspend or amend this Contest in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website 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 Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind, or for any other reason.

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants and/or Entries.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Entry or Vote with these Rules, or as a result of technical problems, or in light of any other circumstances

which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: http://www.simonandschuster.ca/about/privacy_policy), unless the entrant otherwise agrees.

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

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