

FORA x BIORE - TWITTER CONTEST
OFFICIAL RULES AND REGULATIONS
Wednesday, March 1, 2017 – Friday, March 17, 2017

The FORA x BIORE Twitter Contest (the “**Contest**”) is in no way sponsored, endorsed or administered by, or associated with Twitter. Twitter is completely released of all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor and not Twitter.

No purchase necessary. Void where prohibited.

1. **CONTEST SPONSOR:** The Contest sponsor is MTV FORA (“**MTV FORA**”), a division of Bell Media Inc. (“**BMI**” or the “**Contest Sponsor**”).
2. **PRIZE PROVIDER:** The prizing in the Contest is provided by Kao Canada Inc. (the “**Prize Provider**”).
3. **CONTEST PERIOD:** The Contest starts at 11:00 a.m. Eastern Time (“**ET**”) on Wednesday, March 1, 2017 and closes on Friday, March 17, 2017 at 11:59 p.m. ET (the “**Contest Period**”).
4. **ELIGIBILITY:** To enter and to be eligible to win, an entrant must be a legal resident of Canada (excluding Quebec) and be sixteen (16) years of age or older.

Subject to the age limitation provided above, persons who are under the age of majority in their province or territory of residence (a “**Minor**”) as of the date of entry are eligible to enter the Contest and win provided that the parent or legal guardian of the Minor entrant agrees to accept the prize and to be legally bound by these official rules and regulations (the “**Rules**”) for and on behalf of such Minor entrant. By participating in this Contest, each Minor warrants and represents that his/her parent or legal guardian has agreed to be bound by the terms and conditions of these Rules along with, and on behalf of, such Minor entrant.

Employees of the Contest Sponsor or Prize Provider or either of their respective agents, parent, affiliated or related companies, subsidiaries, retailers, divisions, and promotional and advertising agencies and administrators (collectively the “**Contest Parties**”), and the spouses, parents, siblings and children of, and persons domiciled with any such employee are ineligible to enter. A winner of a previous BMI contest within the three (3) months preceding the start of this Contest (including persons designated by such winners to take ownership of prizes) and persons domiciled with such a winner are not eligible to enter.

5. **HOW TO ENTER:** You may participate in the Contest using your personal Twitter account (an “**Account**”). NOTE: you may only use one (1) Account to participate in this Contest. During the Contest Period, either:
 - share the MTV FORA “**Happy Birthday Bioré: Celebrating 20 Years of Pore Strips**” editorial article (<http://fora.mtv.ca/happy-birthday-biore-celebrating-20-years-of-pore-strips>) (the “**Article**”) by selecting the “**Tweet**” option at the top or bottom of the Article and ensuring that you include the @MTVFORA tag, and the hashtag #FORABIORECONTEST (the “**Hashtag**”) in the Tweet; or
 - follow the ‘MTV FORA’ Twitter account and retweet their Contest Tweet containing the Article and ensuring that you include the @MTVFORA tag, and the Hashtag (#FORABIORECONTEST) in the comment portion of the retweet (either entry method above, a “**Submission**”).

Limit of one (1) Submission per individual, per day of the Contest Period. In order to be eligible, each Submission must comply with these Rules and the “**Submission Requirements**” provided below. If you do not already have an Account, you can obtain one for free by visiting www.twitter.com and following the on-screen instructions to register. You are solely responsible for ensuring that you comply with Twitter’s privacy policies and terms of use available at www.twitter.com at all times while participating in the Contest.

Your Submission will be rejected if it is not fully complete. For greater certainty, in order to be valid, complete, and accepted into this Contest, each Submission must:

- be posted during the Contest Period;
- include the Hashtag;
- tag @MTVFORA;
- comply with these Rules including the Submission Requirements provided below; and
- comply with the Twitter Rules (<https://support.twitter.com/articles/18311>) and Terms of Service (<https://twitter.com/tos?lang=en>), as applicable.

In order for the Contest Sponsor to determine if a Submission is complete, the applicable entrant’s Account settings must be public and it is each entrant’s sole responsibility to ensure that his/her Account settings are public for verification purposes. In the event of a dispute with respect to who submitted a Submission, the Submission will be deemed to be submitted by the "Authorized Account Holder" of the Account that submitted the applicable Submission. “Authorized Account Holder” is defined as the natural person who is assigned to the applicable Account by www.twitter.com. An entrant may be required to provide proof that he/she is the Authorized Account Holder of the Account that submitted the applicable Submission. Failure to provide such proof in a timely manner may result in disqualification as determined by the Contest Sponsor at its sole discretion. In the event that you choose to participate in the Contest using a compatible mobile device, standard data use and service rates apply and may vary according to your mobile device package and mobile service provider. Please contact your mobile service provider for details before participating in this Contest using a compatible mobile device.

6. SUBMISSION REQUIREMENTS: Your Submission must not entice, solicit, invite, or encourage others to enter the Contest. By participating in the Contest, each entrant (and, if a Minor, his/her parent or legal guardian) agrees to be legally bound by these Rules and by the interpretation of these Rules by the Contest Sponsor, and further warrants and represents that any Submission he/she submits:

- i. is unique and original to him/her and that the he/she has all necessary rights in and to the Submission to enter the Contest;
- ii. does not contain or reference any Minors without the express prior permission of such Minor’s parent or legal guardian;
- iii. does not violate any law;
- iv. does not contain any reference to any identifiable third parties or any third party’s proprietary content, including trade-marks, music, logos or any other copyrighted content (for example, clothing must not contain any visible or identifiable logos, trade-marks, names or other third party materials), unless explicit and express consent has been obtained from each such party;
- v. will not give rise to any claims of infringement, defamation, libel, slander, 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
- vi. is not defamatory, trade libelous, pornographic or obscene, and
- vii. does not contain, include, discuss or involve, without limitation, any of the following:

- nudity (partial or otherwise);
- alcohol, drugs, alcohol/drug consumption or smoking;
- explicit or graphic sexual activity, or sexual innuendo;
- crude, vulgar or offensive language, behaviour and/or symbols;
- parody or derogatory characterizations of any ethnic, racial, sexual, religious or other groups;
- content that endorses, condones, discusses and/or is illegal, potentially or actually dangerous, inappropriate, violent or risky activity, behaviour or conduct;
- personal information of individuals including without limitation, names and addresses (physical or e-mail);
- any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Contest Sponsor in its sole and absolute discretion.

The Contest Sponsor, in its sole discretion, may edit any Submission to blur out any trade-marks or to remove any copyrighted content, including music, contained in any Submission, or disqualify any entrant who uses third party proprietary content without express permission from such party, at any time, or who violates any of the Submission Requirements outlined above.

7. **PRIZE:** There are five (5) prizes available to be won in Canada (excluding Quebec), each consisting of a Bioré gift pack (the “**Gift Pack**”). Each Gift Pack includes:

- Bioré® Deep Cleansing Pore Strips (one (1) 8ct package)
- Bioré® Ultra Deep Cleansing Pore Strips (one (1) 6ct package)
- One (1) Bioré® Baking Soda Cleansing Scrub
- One (1) Bioré® Deep Pore Charcoal Cleanser
- One (1) Bioré® Pore Penetrating Charcoal Bar

Approximate retail value of each Gift Pack is \$50.00 CAD. If, at the time a Gift Pack is redeemed or awarded, the actual prevailing retail purchase price for the Gift Pack is less than the approximate retail value stated in advertising and promotion materials, and/or in these Rules, the Gift Pack winner will not be entitled to any difference.

8. **WINNER DETERMINATION AND NOTIFICATION:** On Monday March 20, 2017 at approximately 11:00 a.m. ET, a random draw will take place at BMI in Toronto, Ontario from among all eligible Submissions received during the Contest Period. The first five entrants selected in the course of the draw will be deemed the potential winners. The odds of winning a Gift Pack will depend upon the total number of eligible Submissions received during the Contest Period.

BMI, acting reasonably, will attempt to contact the potential winner by sending a direct message on Twitter to the Account that submitted the selected Submission, within two (2) business days from the draw, from the official @MTVFORA Twitter account (“**Winner Notification**”). If a potential winner cannot be contacted and/or has not responded (according to the instructions in the Winner Notification) within two (2) business days of Winner Notification, or if contacted, does not claim his/her Gift Pack, or does not meet all of the Contest terms and conditions outlined in these Rules (all as determined by the Contest Sponsor in its sole and absolute discretion), such potential winner will be disqualified and will forfeit his/her Gift Pack (and the Contest Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard), and another Submission may be selected from among all remaining eligible Submissions (and, in such event, the foregoing notification procedure shall apply, with the necessary amendments). The provisions and procedures referred to above relating to the selection and notification of the potential winners shall be applied, with the necessary amendments, until a qualified Grand Prize winner has been duly

selected, but in any event, no later than Friday, March 24, 2017. Each entrant is solely responsible for: (i) setting his/her Account to public so that their Submissions are visible; (ii) ensuring that his/her Account settings are set so as to be able to receive direct messages (including a Winner Notification) from the @MTVFORA as required to administer the Contest in accordance with these Rules, and (iii) regularly checking his or her Account for any such direct messages.

Limit of one (1) Gift Pack per person. The actual number of Gift Packs awarded will be based on the number of eligible entries received.

- 9. PRIZE CONDITIONS:** Proof of identification and age must be provided upon request. In order to be declared a winner, a potential winner must first correctly answer, unaided, a time limited mathematical skill testing question administered by mail, email or telephone by BMI.

Except where prohibited by law, before being awarded a Gift Pack, each winner (and, if a Minor, his/her parent or legal guardian) will be required to sign and return, within the time stipulated by the Contest Sponsor, a full release and indemnity form stating that, among other things, he/she: (i) has read and understood these Rules; (ii) grants all consents required; (iii) agrees to be available and to participate in publicity and/or promotions related to the Contest and/or the Contest Sponsor and/or similar matters; (iv) authorizes the Contest Sponsor to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice in connection with the Contest and/or his/her acceptance and use of a Gift Pack, in any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation, beyond his/her receipt of a Gift Pack; (v) accepts a Gift Pack as offered; and (vi) releases the Contest Parties from any and all liability of any kind arising out of his/her participation in this Contest and receipt and use (or misuse) of a Gift Pack.

By participating in the Contest, each entrant (and, if a Minor, his/her parent or legal guardian) releases and agrees to defend and indemnify the Contest Parties from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an entrant's participation in this Contest, or the acceptance, possession or use/misuse of a Gift Pack. Each entrant (and, if a Minor, his/her parent or legal guardian) further agrees not to make any claim against any of the Contest Parties, or against any third party that may result in a claim against any of the Contest Parties, in respect of any matter in any way relating to or arising in connection with the Contest.

- 10. TAMPERING:** Any attempt by any entrant to obtain more than the stated maximum number of entries by using (as applicable) multiple/different names, Accounts, email addresses, identities, registrations, logins, robotic, macro, script, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) or any other methods will void that person's entries and eligibility to win a Gift Pack and that participant will be disqualified from the Contest and, at the sole discretion of the Contest Sponsor, any of the Contest Sponsor's other promotions. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Rules will be disqualified. The Contest Sponsor does not assume any responsibility for garbled, lost, late, delayed, destroyed or misdirected entries, mail, voice messages, e-mail or any computer errors or malfunctions, incorrect or inaccurate capture of entrant information, technical malfunctions, human or technical error, seeding or printing errors related to this Contest. Entry materials or data that have been tampered with or altered are void. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules or otherwise in a disruptive manner (such as is described above) by using or relying on any evidence or other information made

available to, or otherwise discovered by, the Contest Sponsor. Any attempts to deliberately damage the Contest 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 Contest Sponsor reserves its right to seek remedies and damages to the fullest extent of the law. The Contest Sponsor assumes no responsibility for failure of the internet or any Contest web site during the Contest, for any problems or technical malfunction of any telephone network or lines, computer line or network systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer or mobile device related to or resulting from using, accessing, playing or downloading any material in relation to the Contest.

- 11. TERMINATION/MODIFICATION:** If for any reason, in the opinion of the Contest Sponsor, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, Contest Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from among all eligible Submissions received up until the time of cancelation, termination, modification, amendment, extension or suspension. Contest Sponsor reserves the right to modify these Rules without materially affecting the terms and conditions hereof.

- 12. PRIVACY:** Personal information is not being collected from entrants by the Contest Sponsor. By accepting a Gift Pack, the confirmed winners (and, if a Minor, his/her parent or legal guardian) consents to the collection, use and distribution of his or her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by the Contest Sponsor for the purposes of implementing, administering and fulfilling this Contest. Contest Sponsor will not sell or transmit this information to third parties except for the purposes of administering this Contest. By accepting a Gift Pack, a winner (and, if a Minor, his/her parent or legal guardian) consent to the manner of collection, use and disclosure of personal information as set out in BMI's privacy policy, which is available at bellmedia.ca/about/Media_Privacy.page. Any inquiry concerning the personal information held by the Contest Sponsor should be addressed to Bell Media Inc. 299 Queen St. W. Toronto, ON, M5V 2Z5. This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

- 13. CONSTRUCTION:** Contest is subject to and will be interpreted according to all applicable federal, provincial and municipal laws and regulations in Canada. By entering this Contest each entrant (and, if a Minor, his/her parent or legal guardian) agrees to be bound by these Rules and by the decisions of the Contest Sponsor, which shall be final on all matters relating to the Contest. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrants and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All entrants (and, if a Minor, his/her parent or legal guardian) consent to the jurisdiction and venue of the Province of Ontario. All entrants (and, if a Minor, his/her parent or legal guardian) expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.

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

- 14. TM/IP/COPYRIGHT:** With the exception of Submissions, 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 are owned or licensed by the Contest Sponsor or Prize Provider and/or their respective affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

ABBREVIATED LEGALS for placement in **ALL** advertising for the FORA x BIORÉ - TWITTER CONTEST -

- For ads on **TV (including in a commercial or on-air)**, they should appear on screen for no less than 4 seconds and in a font, font colour, and font style that is reasonably sized and legible.
- For **mentions of contests in videos on any medium (including creator videos on YouTube)**, they should appear for no less than 4 seconds and in a font, font colour, and font style that is reasonably sized and legible, and be removed from public or edited to no longer refer to the contest as soon as the contest closes.
- For ads **online (e.g. digital banners)**, they should either include a legal hover button with short form rules and/or a link to the full rules via a single click.
- For **social media CTAs in the case of a non-social media contest**: Include a direct link (no additional clicks required!) to the full contest rules in your social CTA post.
- For **print/POS**, they should appear in a visibly accessible location (i.e. not on the back of a display) and in a font, font colour, and font style that is reasonably sized and legible.
- For **OOH** they should appear in a visibly accessible location (i.e. not on the back of a display) and in a font, font size, font colour, and font style that is reasonably sized and legible for the OOH piece.

No purchase necessary. For full contest rules and to enter, visit [\[insert URL\]](#). Contest closes Mar 17, 2017 at 11:59:59 p.m. ET. Open to legal residents of Canada (excluding Quebec) who are 16 or older. To enter, either share the [fora.mtv.ca "Happy Birthday Bioré: Celebrating 20 Years of Pore Strips"](#) "article" on Twitter and tag @MTVFORA tag and use hashtag #FORABIORECONTEST or retweet @MTVFORA's post of the article and tag @MTVFORA and use hashtag #FORABIORECONTEST in the comment portion of the retweet. 5 prizes, each a Biore gift pack (approx. retail value \$50 CAD). Odds of winning will depend on the number of eligible entries received. Skill-testing question required.