

FORA x Hard Candy Holiday Giveaway
"Hard Candy Holiday Giveaway" CONTEST
OFFICIAL RULES AND REGULATIONS
Thursday December 7, 2017 – Thursday December 14, 2017

The "Hard Candy Holiday Giveaway" contest (the "**Contest**") is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram 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 Sponsors and not Instagram. No purchase necessary. Void where prohibited.

1. **CONTEST SPONSORS:** The Contest sponsors are MTV FORA ("**MTV FORA**"), a division of Bell Media Inc. ("**BMI**") and Hard Candy Cosmetics ("**QUO**") (collectively, the "**Contest Sponsors**").
2. **CONTEST PERIOD:** The Contest starts at 12:00:00 p.m. Eastern Time ("**ET**") on Thursday December 7, 2017 and closes on Thursday December 14, 2017 at 11:59:59 p.m. ET (the "**Contest Period**").
3. **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 any of the Contest Sponsors and their respective agents, parent, affiliated or related companies, subsidiaries, retailers, divisions, prize sponsors, 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.
4. **HOW TO ENTER:** You may participate in the Contest via your personal Instagram account. NOTE: you may only use one (1) personal Instagram account (each an "**Account**") to participate in this Contest.

To enter the Contest, log into your personal Instagram Account during the Contest Period, follow the 'MTV_FORA' Instagram account at https://www.instagram.com/mtv_fora/ and the 'Hard Candy' Instagram account at <https://www.instagram.com/hardcandylove> (as applicable) (the "**Social Accounts**"), and like and comment on MTV FORA's photo with a text only caption for one (1) entry into the Contest (each a "**Submission**").

Limit of one (1) Submission per individual, per day of the Contest Period. Multiple Submissions by one individual must each be unique and original, and in compliance with these Rules. Copied, repeated, or reposted Entries are not permitted or valid for entry into this Contest. In order to be eligible, each Submission must comply with the Rules and the "Submission Requirements" provided below. If you do not already have an Account, you can obtain one for free by visiting www.instagram.com and following the on-screen instructions to register. You are solely responsible for ensuring that you comply with Instagram's privacy policies and terms of use available at www.instagram.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;
- comply with these Rules including the "Submission Requirements" provided below; and
- comply with the Instagram Terms of Use (<https://help.instagram.com/478745558852511>) and Community Guidelines (https://help.instagram.com/477434105621119/?ref=hc_fnav)

In order for the Contest Sponsors 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.instagram.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 Sponsors at their sole discretion.

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 the Prize (as defined below). Each entrant (and, if a Minor, his/her parent or legal guardian) further agrees not to make any claim against any of the Contest Sponsors, or against any third party that may result in a claim against any of the Contest Sponsors, in respect of any matter in any way relating to or arising in connection with the Contest.

5. 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 Sponsors, 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 Sponsors in their sole and absolute discretion.

Contest Sponsors, in their 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.

6. **PRIZE:** There is one (1) prize available to be won in Canada (excluding Quebec), consisting of one (1) Hard Candy Party Ready, one (1) Hard Candy Bath Bomb Tree, one (1) Hard Candy All About Nail, one (1) Hard Candy Best of Kit, one (1) Hard Candy Glam Kit Supreme, one (1) Hard Candy Conceal & Correct, one (1) Hard Candy So Kissable, one (1) Hard Candy Fizz Smoothie, one (1) Hard Candy Face the Finish (the “**Prize**”). Approximate retail value of the Prize is \$100 CAD. If, at the time the Prize is redeemed or awarded, the actual prevailing retail purchase price for the Prize is less than the approximate retail value stated in advertising and promotion materials, and/or in these Rules, the Prize winner will not be entitled to any difference.
7. **PRIZE SUBSTITUTION:** Prizes must be accepted as awarded with no substitution, transfer or exchange, unless otherwise determined in the absolute discretion of the Contest Sponsors. The Contest Sponsors reserve the right, in their sole discretion, to substitute the Prize with a prize of equal or greater value for any reason.
8. **WINNER DETERMINATION AND NOTIFICATION:** On Friday December 15, 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 entrant selected in the course of the draw will be deemed the potential Prize winner. The odds of winning the Prize will depend upon the total number of eligible Submissions received during the Contest Period. BMI, acting reasonably, will attempt to contact the potential Prize winner by sending a direct message on Instagram within two (2) business days from the draw to the Account that submitted the selected Submission, from the MTV FORA Social Account (“**Winner Notification**”). If the potential winner cannot be contacted and 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 Prize, or does not meet all of the Contest terms and conditions outlined in these Rules (all as determined by the Contest Sponsors in their sole and absolute discretion), such potential Prize winner will be disqualified and will forfeit his/her Prize (and the Contest Sponsors 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. 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 Prize winner has been duly selected, but in any event, no later than Friday February 17, 2017. The Contest Sponsors shall not be held to award more prizes than as set out in these Rules.

Each entrant is solely responsible for: (i) setting his/her Account to public so that his/her 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 MTV FORA Social Account as required to administer the Contest in accordance with these Rules, and (iii) regularly checking his or her Account for any such direct messages.

9. **PRIZE CONDITIONS:** Proof of identification and age must be provided upon request. In order to be declared the Prize 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 the Prize, the 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 Sponsors, 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 Sponsors and/or similar matters; (iv) authorizes the Contest Sponsors 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 the Prize 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 the Prize; (v) accepts the Prize as offered; and (vi) releases the Contest Parties from any and all liability of any kind arising out of the winner's participation in this Contest and receipt and use (or misuse) of the Prize.

10. **PRIZE DISTRIBUTION:** Upon satisfying the prize conditions, the Prize will be delivered to the winner via postal mail within 14 days of the receipt of the release and indemnity form by BMI from the winner. No responsibility is assumed by the Contest Sponsors or any affiliated companies for any postal mail or delivery return as undeliverable without a forwarding address. No responsibility is assumed by the Contests Sponsors or any affiliated companies for the Prize after it has been shipped. The Contest Sponsors make no representations or warranties of any kind concerning the Prize. Unclaimed Prize will not be awarded. Failure to redeem a prize (or prize portion) will result in forfeiture of the prize. Winner bears all risk of loss or damages to the Prize after delivery.

11. **TAMPERING:** Any attempt by any entrant to obtain more than the stated maximum number of Submissions by using 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 Submissions and eligibility to win the Prize and that participant will be disqualified from the Contest and, at the sole discretion of the Contest Sponsors, any of the Contest Sponsors' other promotions. All Submissions that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Contest rules will be disqualified. The Contest Sponsors do not assume any responsibility for garbled, lost, late, delayed, destroyed or misdirected Submissions, mail, voice messages, e-mail or any computer or other personal device, internet, operating system or application errors or malfunctions, incorrect or inaccurate capture of Submission information, technical malfunctions, human or technical error, seeding or printing errors related to this Contest. Submission materials or data that have been tampered with or altered are void. The Contest Sponsors reserve the right, in their 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 Sponsors. Any attempts to deliberately damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the Contest Sponsors reserve their right to seek remedies and damages to the fullest extent of the law. The

Contest Sponsors assume no responsibility for failure of the internet, any operating system, app or website during the Contest, for any problems or technical malfunction of any telephone or data network or lines, computer line or network systems, servers, access providers, computer or mobile device equipment, software, failure of any email or traffic congestion on the internet, mobile data network, or at any website or app, 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.

12. TERMINATION/MODIFICATION: If for any reason, in the opinion of the Contest Sponsors, in their 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 their control, Contest Sponsors reserve the right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner(s) from among all eligible Submissions received up until the time of cancelation, termination, modification, amendment, extension or suspension. Contest Sponsors reserve the right to modify these Contest rules without materially affecting the terms and conditions hereof.

13. PRIVACY: Personal information is not being collected from entrants by the Contest Sponsors. By accepting the Prize, the confirmed winner (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 Sponsors for the purposes of implementing, administering and fulfilling this Contest. Contest Sponsors will not sell or transmit this information to third parties except for the purposes of administering this Contest. By accepting the Prize, the 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 Sponsors 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 Sponsors or others in relation to the collection, use and/or disclosure of their personal information.

14. 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 Sponsors and judges, which shall be final on all matters relating to the Contest. All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest rules, or the rights and obligations of entrants and the Contest Sponsors 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.

- 15. 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 Sponsors 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.

Short form rules for use in all advertising materials related to the MTV FORA “Hard Candy” Instagram Contest

NO PURCHASE NECESSARY. Contest starts at 12:00:00 p.m. ET on December 7, 2017 and closes on December 14, 2017 at 11:59:59 p.m. ET. Open to legal residents of Canada (excluding Quebec) who are 16 or older. To enter, follow ‘MTV_FORA’ and ‘hardcandylove’ on Instagram and like and comment on MTV FORA’s photo. Max. 1 submission per person, per day. There is 1 Hard Candy Holiday Gift Pack to be won in Canada (excluding Quebec) - approx. retail value of \$100. Odds of winning depend upon total eligible entries. Skill-testing question required. Further restrictions apply.