

## GNC RACE CONTEST

Enter for a chance to WIN a private screening of RACE with up to 10 friends plus a \$100 GNC gift card

### OFFICIAL RULES

#### **1. Contest Period**

The GNC Race Contest (the “**Contest**”) begins at 9:00:00a.m. Eastern Time (“**ET**”) on February 1, 2016 and ends at 11:59:59p.m. ET on February 25, 2016 (the “**Contest Period**”). By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules. Entrants further agree to abide by and be bound by all decisions of Entertainment One Films Canada Inc. and General Nutrition Centres Company (collectively referred to as the “**Sponsor**”), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

#### **2. Eligibility**

The Contest is open to legal residents of Canada who have reached the age of majority in their jurisdiction of residence as of the date of entry.

Excluded from eligibility are the officers, directors, employees, agents and representatives of the following entities: Sponsor, any Contest judges, Canadian movie theatre operators and each of their respective parents, subsidiaries, affiliates, distributors, sales representatives, and advertising and promotion agencies (such entities collectively, the “**Promotion Entities**”), and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

#### **3. How to Enter**

#### **NO PURCHASE NECESSARY.**

#### Entry With Purchase of Participating GNC Products:

- (1) Obtain a Contest scratch card with purchase of participating GNC products at participating GNC locations in Canada during the Contest Period (a “**Game Card**”).
- (2) Scratch your Game Card to reveal a unique PIN code (“**PIN Code**”).
- (3) Visit [Facebook.com/GNCCanada](https://www.facebook.com/GNCCanada) (the “**Contest Website**”) and enter your PIN Code and other required information during the Contest Period. Fields are mandatory as indicated.

Each PIN Code submitted in accordance with these Official Rules will count as one (1) entry into the Contest. PIN Codes are only available while scratch card supplies last. Each PIN Code may only be used once. Only one (1) entry per person is permitted during any 24-hour period during the Contest Period. Any excess entries will be deemed invalid and the entrant may be disqualified from the Contest at Sponsor’s sole discretion.

## Mail-In Entry Without Purchase

To obtain one (1) PIN Code without purchase, during the Contest Period write a five-hundred (500) word (or more) essay on the topic, "Who is your favourite athlete, and why do they inspire you?" (the "**Entry Essay**"). Eligible entrants must send a letter with their name, mailing address, e-mail address and Entry Essay to: Entertainment One Films Canada, Attn: National Promotions, Race GNC Contest, 134 Peter St., Suite 700, Toronto, ON M5V 2H2, to be postmarked during the Contest Period and received by Sponsor no later than 9:00AM ET February 22, 2016. Following receipt of your Entry Essay with the required information, Sponsor will send an e-mail containing one PIN Code to the e-mail address provided with your Entry Essay. Visit the Contest Website and enter your PIN Code and other required information during the Contest Period. Fields are mandatory as indicated. PIN Codes are only available while Game Card supplies last. Each PIN Code may only be used once. Only one (1) entry per person is permitted during any 24-hour period during the Contest Period. Any excess entries will be deemed invalid and the entrant may be disqualified from the Contest at Sponsor's sole discretion.

All Entry Essays become the exclusive property of Sponsor and none will be returned. Proof of mailing will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests. Multiple entries contained in a single mailed-in envelope or entries mechanically reproduced or made in any fashion other than as set out above are void and will not be entered into the Contest. By submitting an Entry Essay, you consent to the use of the personal information you provided therein and to the receipt of an e-mail message from Sponsor for the purpose of providing you with a PIN Code and for the administration of the Contest.

## **4. Prizes**

There is one (1) prize available to be won consisting of: (i) one (1) private screening of the film "Race" for ten (10) people (including the selected winner) at a date, time and location selected in the Sponsor's sole discretion, and (ii) one (1) \$100 GNC gift card. Approximate retail value of the prize is \$1,600.

Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Sponsor will not replace any lost or stolen prizes. Any other costs or expenses associated with the prizes not specified herein will be the responsibility of selected winners.

## **5. How to Win**

On March 1, 2016 in Toronto at 12:00 p.m. ET, a random draw will be conducted from among all eligible entries received during the Contest Period for the purpose of selecting a potential winner. Odds of being selected depend on the number of eligible entries received during the Contest Period.

## **6. Prize Claim Conditions**

A selected entrant will be notified by telephone or email at the telephone number or email address provided at the time of entry. In order to be declared a winner, selected entrant must: (i) respond to notification of selection within two (2) business days of first attempt by Sponsor; (ii) correctly answer a time-limited mathematical skill-testing question to be administered by telephone at a mutually convenient time or by email; (iii) sign and return to Sponsor, within two (2) business days of it being sent by Sponsor, a written declaration and release form, releasing the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the “**Release**”); and, (iv) otherwise comply with these Official Rules.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within two (2) business days of first attempt by Sponsor or Sponsor’s agent, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the prize and, at Sponsor’s sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

#### **7. Right to Void / Terminate / Suspend / Modify**

Sponsor reserves the right, subject to the approval of the *Régie des alcools, des courses et des jeux* (the “*Régie*”) with respect to residents of Quebec, to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor’s sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion and subject only to the approval of the Régie in Quebec, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the Prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Website, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

#### **8. Limitation of Liability and Releases**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE

DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM A PRIZE, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Promotion Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judges or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest or in connection with the Contest Website; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

## **9. Protection Of Personal Information and Publicity Release**

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor or its partners about its products, and upcoming contests and promotions. All information you provide to Entertainment One Films Canada Inc. will be used only for the purposes for which you have consented, and as described in its Privacy Policy, available at <http://entertainmentone.com/privacy-policy>. The Contest Website may be hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity. Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the

World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases the Promotion Entities from any liability with respect thereto.

## **10. General Conditions**

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). By participating in the Contest, each entrant agrees that the Promotion Entities have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Rules. Decisions of Sponsor and/or any independent Contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

## **11. Facebook**

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering, you completely release Facebook of all liability in connection with this Contest. Any information you submit in connection with the Contest is not collected by Facebook.

## **12. Legal Residents of Quebec Only**

Any dispute regarding the organization of a promotional contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

### **13. Discrepancy between Rules**

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

**Mini rules (include on contest advertising, not in full rules)**

***Note: if any of the information in these mini rules is included in marketing copy of ad, may be removed from mini rules.***

**No purchase necessary.** Contest entry open February 1, 2016 to February 25, 2016 to legal residents of Canada who have reached the age of majority in their jurisdiction of residence as of date of entry. One (1) prize available: one (1) private screening of the film "Race" for eleven (11) people, plus one (1) \$100 GNC gift card. ARV \$1,600. Limit one (1) Game Card per purchase transaction and no-purchase entry, while supplies last; one (1) entry per 24-hour period. Odds depend on number of eligible entries received. Internet, email address, and math skill-test required. For rules and to enter Game Card PIN Code: [www.Facebook.com/GNCCanada](http://www.Facebook.com/GNCCanada).