

# HOLT RENFREW

## Modern Amusement Design Challenge Rules & Regulations

**THE MODERN AMUSEMENT T-SHIRT DESIGN CHALLENGE (THE "CONTEST") IS OPEN TO RESIDENTS OF ONTARIO, QUEBEC, ALBERTA, AND BRITISH COLUMBIA ONLY AND SHALL BE GOVERNED BY CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST HAVE REACHED THE AGE OF MAJORITY IN THEIR PROVINCE OF RESIDENCE AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").**

### **ELIGIBILITY**

To be eligible for this Contest, an individual must:

be a legal resident of Ontario, Quebec, Alberta or British Columbia ;  
have reached the age of majority in his/her province of residence at the time of entry;  
be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest; be legally able to travel to The United States of America and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.

Employees of Holt, Renfrew & Co., Limited ("Holt Renfrew") and ("Modern Amusement") (collectively, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, judges of the Contest and those with whom such employees and judges are domiciled, are not eligible to participate in the Contest.

The Sponsors shall have the right at any time to require proof of an entrants identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### **CONTEST PERIOD**

The Contest begins at 11:59 am Eastern Time ("ET") on April 9<sup>th</sup>, 2009 and ends at 11:59AM EDT on May 15<sup>th</sup>, 2009 (the "Contest Period") after which time the Contest will be closed.

### **HOW TO ENTER**

There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below. No entries will be accepted by any other means.

To enter on-line: email your design to [MAContest@holtrenfrew.com](mailto:MAContest@holtrenfrew.com) and fully complete the entry form (which requires your full name, complete mailing address, email address and daytime telephone number, etc.) and submit your entry, which must include a photograph or file of your eligible unique Modern Amusement t-shirt design. To be eligible all aspects of the entry must conform to the submission requirements set out below.

By participating in this Contest, each entrant represents and warrants that: (i) the Work submitted by them does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Work submitted by them is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsors to use the Work as contemplated by these Contest Rules; and (iii) the Work submitted by them does not infringe upon the intellectual property or other statutory or common law rights of any third party.

Limit of one (1) entry per person / email address per 24-hour period during the Contest Period. In the case of multiple entries during a single 24 hour period only the first eligible entry in that 24-hour period will be valid. Limit of one entry per unique men's or women's t-shirt design. All entries, including the Work, become the sole property of the Sponsors and none will be returned for any reason. On-line entries must be submitted and received no later than the end date and time of the Contest Period.

In the event of a dispute, entries received on-line shall be deemed to be submitted by the authorized account holder of the email address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Each selected entrant may be required to provide the Sponsors with proof that the selected entrant is the authorized account holder of the email address associated with the winning entry.

**ENTRY SUBMISSION REQUIREMENTS**

Each entry must include a JPG, PNG, PDF or digital photograph file of a unique t-shirt design, which must be made with Modern Amusement branding and must have been designed by the Entrant alone. The unique t-shirt design submitted is referred to herein as the "Work". The Entrant must obtain the consent of any individual who is included in the submission. All individuals appearing in your photograph must be over the age of majority in their province or territory of residence. By entering this Contest and submitting an entry, the Entrant represents that the Work submitted is original and that the Entrant has all necessary rights in and to the Work to enter it into this Contest. Entries not complying with these contest rules will be disqualified.

**BY SUBMITTING A DESIGN, THE ENTRANT AGREES THAT THE DESIGN COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE SPONSOR AND THOSE ASSOCIATED WITH THEM WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE DESIGNS BY THE SPONSORS AND THE SPONSORS SHALL BE HELD HARMLESS BY AN ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE RULES. VIDEO/PICTURE(S)/ENTRY REQUIREMENTS:**

Your submitted Design must never have been previously exhibited publicly or selected as a winner in any other Design Inspiration ("Submission") contest. To be eligible for entry in the Contest, your Design must meet the following specific requirements:

Type	Maximum Length/Size/Amount	Language	Acceptable Formats
Design	5 MB	English or French	JPG, PNG or PDF formats
Design Inspiration	50 words	English or French	PDF format

By participating in the Contest, each entrant agrees to be bound by these Official Rules (the "Rules") and by the interpretation of these Rules by the Sponsor, and further warrants and represents that his/her Design:

- i. is original to him/her and that the entrant has all necessary rights in and to the Submission and all of its components (if applicable) to enter the Submission in the Contest. For example, you must have permission to use any and all pictures, photographs, and/or likenesses contained in your Submission;
- ii. does not and will not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any third parties, unless consent has been obtained from all such individuals (if a Design contains a likeness of any third parties who are under the age of majority in their province or territory of residence, then consent must also be obtained from any such persons parent or legal guardian);
- 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 for payment whatsoever; and
- v. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following:
  - Nudity;
  - Explicit, graphic or excessive sexual activity;
  - Crude, vulgar or offensive language and/or symbols;
  - Derogatory characterizations of any ethnic, racial, sexual or religious groups;
  - Content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct;
  - Personal information of individuals, including without limitation, names and addresses (physical or email);
  - Conduct or other activities in violation of these Official Rules;
  - Commercial messages, comparisons or solicitations for products or services;
  - Any identifiable third party products and/or trade-marks, brands or logos other than the MA elements provided. For example, any clothing worn by persons appearing in a Design must not contain any visible third party logos, trade-marks or other third party materials;
  - URLs or links to any websites; and
  - Any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsors and/or the contest judges in their sole discretion.

The Sponsors and/or the contest judges will initially screen every Submission. Any Submission that the Sponsor and/or the contest judges deem, in their sole discretion, to violate the terms and conditions set forth in these Rules will not be eligible or posted. The top 30 Designs that are deemed appropriate will be posted on the Website and the entrant will receive an email notification from Sponsor indicating that the Submission has been posted. The Sponsors and/or the contest judges reserve the right, in their sole discretion, to modify, edit or remove any Submission, or to request an entrant to modify or edit his or her Submission, if a complaint is received with respect to the Submission, or for any other reason. By entering the Contest and uploading a Submission, entrants agree: (i) that the Sponsors shall have right to publish, display, reproduce, modify, edit or otherwise use the Submission, in whole or in part, on the Website and/or for advertising or promoting the Contest or for any other reason; and (ii) to release and hold harmless the Sponsors and their advertising and promotion agencies, the contest judges and each of their respective agents, employees, directors, successors, and assigns 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.

## **GRAND PRIZE**

There is one (1) Grand Prize available to be awarded. The Grand Prize winner will receive: a trip for one (1) to Los Angeles to attend work alongside the Modern Amusement design team in their office in July or August 2009. Plus the winning t-shirt design will be part of the Fall 2009 Modern Amusement collection, sold exclusively at Holt Renfrew. Approximate retail value of Grand Prize is \$5,000 CDN, based on a Toronto departure example. Actual value of Grand Prize will depend on departure city. Winner is not entitled to monetary difference between actual Grand Prize value and stated approximate Prize value, if any. Prize consists only of round trip airfare for one (1) to Los Angeles from the international gateway airport in Toronto, Montreal, Vancouver, Calgary, Edmonton, whichever is closest to the winner's residence, in economy class on an airline to be selected by the Sponsor, accommodation for three (3) nights. Costs of everything not stated in the previous sentence as included in the Grand Prize are the responsibility of the Grand Prize winner, and without limiting the generality of this statement the following costs are the responsibility of the Grand Prize winner: transportation to and from the winner's residence to the closest above named international gateway airport, airport improvement fees, gratuities, health insurance, travel insurance, travel documentation, passport, visas, items of a personal nature including telephone calls, in-room charges. Winner must have all necessary documents and identification to permit travel.

The following general conditions apply to the Grand Prize: Winner must be available to travel on the dates designated by Sponsors between July 1<sup>st</sup>, 2009 and August 31<sup>st</sup>, 2009. Should Winner be unable to travel on the dates and times designated by the Sponsors, the Grand Prize will be forfeited by them and may be awarded to an alternate winner selected by the Sponsors. Further, if the Grand Prize winner does not utilize any aspects of the trip, and/or does not complete their trip, the trip and/or those aspects not utilized will be forfeited in their entirety and nothing will be substituted in their place. The Sponsors and/or their representatives reserve the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any aspect of the Grand Prize or (b) substitute the Grand Prize or any aspect of the Grand Prize for any reason so long as a trip or aspect of comparable price is substituted. Travel arrangements may only be made through the Sponsors or their agents. Transport and accommodation subject to blackout periods, availability, regulations and other restrictions. By accepting the Grand Prize, the winner agrees to waive all recourse against the Sponsors, and those associated with them, if any part of the trip or any services that form part of the trip prize, do not prove satisfactory, either in whole or in part. Grand Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

## **WINNER SELECTION**

Winner shall be selected as follows: On the week of May 17<sup>th</sup>, 2009 in Toronto, Ontario, Canada a panel of judges appointed by the Sponsors ("Judges") will judge all Submissions submitted on the basis of creativity, originality, and use of the Modern Amusement brand. The thirty (30) Submissions with the highest score awarded by the Judges will be the Finalists and their Submission will be posted online for public voting. Odds of an entry being selected by the judging panel on or as a Finalist depend on the number and calibre of Submission received. All criteria will be weighed equally. In the event of a tie, the Submission with the highest score on creativity will be selected as the Finalist. Submissions that are not an original creation of the person submitting it, or which are illegal, defamatory or in any way obscene, all as determined solely by the Sponsors will be disqualified. In order to be a Finalist each entrant must sign and return by fax an Assignment of Copyright and waiver of moral rights assigning all right in the Work and their Submission to the Sponsors. Such assignment must be returned by May 22<sup>nd</sup>, 2009 to be eligible. Between May 26<sup>th</sup>, 2009 at 12:01AM EDST and June 12<sup>th</sup>, 2009 at 11:59PM EDST all people visiting [www.holtrenfrew.com](http://www.holtrenfrew.com) and/or [www.holtsccontemporary.com](http://www.holtsccontemporary.com) and/or [www.holtsccontemporary.ca](http://www.holtsccontemporary.ca) will be allowed to vote from amongst the 30 Finalists. There is a limit of 1 vote per email address and you cannot vote more than once for the same Finalist. If it is discovered that attempts were made to vote more than once from the same email address for the same Finalist, then all votes associated with that email address will be void. Immediately after the Voting End Time, the top three Finalists as ranked according to its total number of votes will be eligible to be judged by Modern Amusement for the chance to win the Grand Prize (subject to compliance with these Rules). Modern Amusement will judge the three top Finalists on the basis of originality, creativity, uniqueness and appropriateness and the entry with the highest total score will be deemed to be the Grand Prize selected entrant. Judging will be completed by June 22<sup>nd</sup>, 2009. The decisions of the Judges shall be final and binding and may not be challenged in any way. The Grand Prize selected entrant will be contacted by email or phone by a Holt Renfrew representative. Odds of your Submission being selected depend on the calibre of the three top Finalists. BEFORE BEING DECLARED A WINNER, the selected entrant must sign and return within 2 days of notification a declaration and release prepared by the Sponsor, which, among other things: (i) assigns all intellectual property, including copyright, in and to his/her Submission and waives his/her moral rights therein in favour of the Sponsor; (ii) agrees to indemnify the Sponsor, its advertising and promotion agencies and the contest judges against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Submission, including without limitation, any claim that his/her Submission infringes a proprietary interest of any third party; (iii) his/her release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity, including any travel, or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; (iv) that he/she assigns (and agrees to cause any third party to assign if necessary) and all intellectual property rights including but not limited to the copyright in the submitted Work to the Sponsors and waive his/her moral rights in the Work; (v) he/she grants to the Sponsors the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Work and selected entrant's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest, and the promotion and exploitation thereof, or otherwise, all without further compensation. (vi) he/she waives all recourse against the Sponsors relating to the use of the Grand Prize or participation in the Contest. The executed Agreement and Release must be returned to the Sponsors by the date indicated on the accompanying letter of notification, which will contain the Agreement and Release, or the selected entrant will be disqualified and the Grand Prize forfeited. The Grand Prize Winner will be announced to [www.holtrenfrew.com](http://www.holtrenfrew.com) and/or [www.holtsccontemporary.com](http://www.holtsccontemporary.com)

and/or [www.holtsc contemporary.ca](http://www.holtsc contemporary.ca) visitors on June 25<sup>th</sup>, 2009.

#### **INDEMNIFICATION BY ENTRANT**

By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

#### **RIGHTS CLEARANCE**

Unless otherwise specified in writing, by providing the Work to the Sponsors in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsors a worldwide, irrevocable, royalty-free licence to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest, without further compensation. The entrant agrees to waive his/her moral rights in the Work to the extent necessary in order for the Sponsors to enjoy the above granted licence. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Sponsors that the Work does not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors reserve the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.

The Sponsors and those associated with them will bear no legal liability, expressed or implied, regarding use of the winning entry by the Sponsors and **THE SPONSORS SHALL BE HELD HARMLESS BY WINNER IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE WINNER HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY CONTEST RULES.**

#### **LIMITATION OF LIABILITY**

The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any: computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by: 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 administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsors are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized

intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website.

Sponsors reserve the right, subject to the approval of the RACJ, to amend, withdraw, cancel or suspend this Contest in anyway without notice or further obligation, in the event of any accident, printing error, administrative error, technical failure or other problem, computer virus, bug, tampering, unauthorized intervention, fraud, or any other error or cause of any kind that interferes with the proper conduct of this Contest as contemplated by these Rules.

## **CONDUCT**

By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted on [www.holtrenfrew.com](http://www.holtrenfrew.com). Entrant further agrees to be bound by the decisions of the Judges and Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any contest website property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.**

## **INTELLECTUAL PROPERTY**

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their 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.

These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice, among other reasons, in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between an entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

## **LANGUAGE DISCREPANCY**

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

For Quebec residents, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.