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# TERMS & CONDITIONS



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## #BONDTO HASHTAG CAMPAIGN 2015

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### ***Terms and Conditions for #BondTO Hashtag Promotional Campaign***

All participants interested in taking part in the #BondTO promotional campaign (the “**Campaign**”) of Lifetime Adelaide Street Inc. (“**Lifetime**”) are encouraged to use the #BondTO hashtag (the “**Promotion Hashtag**”) in accordance with these terms and conditions (a “**Proper Use**”) by entering the Promotion Hashtag in copy on Instagram (the “**Social Media Site**”) within the Promo Period (as defined below).

### ***Proper Uses of the Promotion Hashtag***

For a Promotion Hashtag use to be considered a Proper Use for the purposes hereof, all of the terms and conditions which are applicable to the Campaign must be strictly adhered to. In addition, all Proper Uses are also subject to the following restrictions:

- Only Proper Uses which are made within the period (the “**Promo Period**”) which begins May 22, 2015 at 12 a.m. Eastern Time and ends on August 15, 2015 at 12 a.m. Eastern Time (the “**Outside Date**”) will be considered.
- All participants in the Campaign must be 18 years or older to submit a Promotion Hashtag.
- Only uses of the Promotion Hashtag within the Social Media Sites may be considered a Proper Use.
- Any uses of the Promotion Hashtag that include any content that Lifetime, in its sole and absolute discretion, deems to be abusive, defamatory, obscene, offensive, inappropriate, in violation of any law or another person’s rights, or otherwise in any way unacceptable, will be deemed an Improper Promotion Hashtag Use.
- Any uses of the Promotion Hashtag for the participant’s commercial purposes shall be ineligible for consideration as a Proper Use.

Once all submissions have been made, such submissions will be entered into a competition with the top one (1) photo receiving the Grand Prize.

Each participant acknowledges that Lifetime does not and cannot review all uses of the Promotion Hashtag and that Lifetime is not responsible in any way for the content or substance associated therewith. That said, Lifetime does reserve the right to delete, move, or edit any and all submissions and/or content at its sole and absolute discretion. Please note that no participant should provide any personal and/or medical information as part of their submission, as such information may be viewable by the public upon the submission being posted to the applicable Social Media Site.

Participants in the Campaign guarantee that each of the photos submitted do not infringe upon any rights of any person or entity, including, without limitation, copyright, trademark, and rights of publicity, and/or privacy. Each participant acknowledges and agrees that he or she has obtained all necessary rights and authorizations from other individuals and third parties as necessary before submitting the photo(s) to this Campaign. Each participant further acknowledges and confirms that Lifetime is not responsible for any injury, losses, or damages of any kind resulting from the submission of your photo(s).

### ***Grant of Rights / Releases***

By using the Promotion Hashtag (submitting a “**Submission**”), each participant understands and agrees that any content associated with his or her Submission (“**Content**”, which includes without limitation any photograph, video, audio, name, voice, username and other textual content) may be used by Lifetime, its parent companies, subsidiaries, affiliates, successors, assignees, licensees, legal representatives and/or other designees (collectively, the “**Companies**”), in any media, in advertising, publicity, marketing and promotional materials, worldwide in perpetuity, without compensation. There is no time limitation for such use by the Companies. Each participant understands and agrees that: (a) any Content submitted as part of the Campaign may become publicly viewable on a website operated by one or more of the Companies or elsewhere; (b) the Companies have the exclusive right to publish all or any portion of the Content, the participant’s name and/or the participant’s username, on this or

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another website, including but not limited to the Social Media Sites; (c) each participant's Submission constitutes a waiver of the right to privacy or publicity of the Content owner and any third-party depicted or named in the Content or Submission; and (d) Lifetime has permission to use each participant's Submissions and Content in current and future marketing materials and advertising campaigns and internal and external communications.

By using the Promotion Hashtag, each participant shall be deemed to have irrevocably granted to the Companies the irrevocable right and permission, and a worldwide, royalty-free, non-exclusive, transferable, sub-licensable, perpetual license, to publish, reproduce, publicly display, cache, copy, distribute, transmit, revise and otherwise use the Submission and Content, on this and any other website. The Content and Submission shall be free of all claims, to use or not use, with or without modification, as the Companies in their sole and absolute discretion may wish, and without the Submission and/or Content owner's approval.

By using the Promotion Hashtag, each participant further grants permission, without consideration or compensation, to the Companies to use their name, likeness, image and photograph associated with their Content and/or Submission in connection with the Promotion and/or other marketing materials and communications. The Companies will have no obligation to pay any participant any compensation with respect to its use or nonuse of their Content or Submission, and is under no obligation to post or use any Content or Submission which is provided in connection with the Campaign. The Companies may remove, revise, crop, screen or alter any Content and Submission in its sole and absolute discretion.

### ***Representations and Warranties***

By using the Promotion Hashtag, each participant represents and warrants that: (a) such participant has sufficient rights (including copyright and publicity rights) to grant the rights and permissions outlined herein; (b) he or she owns the Content contained in the Submission, or has permission to submit from the Content owner; (c) he or she has permission to submit from any third-party depicted or named in the Content; (d) he or she will, upon request, provide to Lifetime a copy of a written consent from any third-party Content owner or third-parties depicted in the Content; and (e) his or her Submission and Content are not abusive, defamatory, obscene, in violation of any law, or in violation of any third-party's rights.

### ***Limitation of Liability***

By submitting its Submission, each participant agrees to indemnify, defend and hold harmless each of the Companies, the Beneficiary, and the Social Media Sites, and their respective parent companies, subsidiaries, affiliates, successors, assignees, licensees, legal representatives and/or other designees, (the "***Released Parties***") for and/or from any and all claims, damages, losses, liability, injury, expense and causes of action arising out of or in connection with its Submission, including claimed violations of any law or rights of a third-party, or any other breach or claimed breach of these Promotion terms and conditions.

Each participant further agrees that the Released Parties are not responsible for incorrect or inaccurate transfer of entry information, human error, technical malfunction, lost/delayed data transmissions, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, inability to access web sites, damage to a user's computer system (hardware and/or software) due to participation in the Campaign or any other problem or error that may occur. By submitting a Submission, participants agree to release and hold harmless the Released Parties from and against any and all claims, actions and/or liability for injuries, loss or damage of any kind arising from or in connection with participation in and/or liability for injuries, loss or damage of any kind, to person or property, arising from or in connection with participation in the Campaign or related activity. If for any reason the Campaign is not capable of running as planned, or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of submissions, or if infection by computer virus, bugs, tampering, unauthorized intervention, affect the administration, security, fairness, integrity, or proper conduct, Lifetime reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this promotion or any portion thereof, or

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to amend these terms and conditions without notice.

### ***Prohibited Activities***

Any attempt to deliberately damage this website or undermine the legitimate operation of the Campaign may be in violation of criminal and civil laws and will result in an individual being banned from participating. Should any such attempt be made, Lifetime reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution. All participants agree that any and all disputes, claims and causes of action arising out of or connected with the promotion will be resolved individually, without resort to any form of class action.

### ***Miscellaneous***

All issues and questions concerning the construction, validity, interpretation and enforceability of this Campaign, terms and conditions, or the rights and obligations of participants and the Companies, shall be governed by, and construed in accordance with, the laws of the province of Ontario. By using the Promotion Hashtag, you agree that the provincial courts located in Ontario shall be the exclusive forum of any arbitration or litigation to interpret or enforce any terms, conditions, representations or warranties contained herein, and you consent and submit to personal jurisdiction in any such courts.