

INDIGENOUS DAY LIVE 2018 ROCK YOUR MOCS OFF CONTEST

RULES AND REGULATIONS

The Indigenous Day Live 2018 Rock Your Mocs Off Contest (the "Contest") is held by Aboriginal Peoples Television Network Incorporated ("APTN"). The Contest is subject to these Indigenous Day Live 2018 Rock Your Mocs Off Contest Rules and Regulations (the "Contest Rules").

1. TERMS OF CONTEST

The Contests will run as follows:

Instagram: The Contest will begin at 12:00 AM CDT on June 4, 2018 and all entries must be received by APTN by no later than 5:00 PM CDT on June 21, 2018 (the "Contest Term");

Twitter: The Contest will begin at 12:00 AM CDT on June 4, 2018 and all entries must be received by APTN by no later than 5:00 PM CDT on June 21, 2018 (the "Contest Term");

2. CALL FOR ENTRIES

APTN is issuing a call for entries for the Contest to residents of Canada who have reached the age of majority in their province or territory of residence on or before the start of the Contest Term. The seven (7) official winners from Instagram and seven (7) official winners from Twitter (the "Winners"), will be randomly selected by APTN from any participant in a social media conversation on Instagram or Twitter during the Contest Term, who replies to an APTN post by "sharing" a video that uses the hashtag #IDL2018 and #IDLRYMO.

NO PURCHASE NECESSARY IN ORDER TO ENTER.

During the Contest Terms, APTN will make original posts that contain the hashtags #IDL2018 and #IDLRYMO, on one of the social media platforms noted above. To enter the Contest, simply reply during the Contest Term by "sharing" a video in response to the original APTN posts and include #IDL2018 and #IDLRYMO. Entries shall be deemed to have been submitted by the person to whom the social media account which "shared" in response to the original APTN post is registered.

You will receive one (1) Entry in the Contest when you share a Contest video on Instagram or Twitter, subject to compliance with these Contest Rules. **LIMIT (1) ENTRY PER PERSON/ACCOUNT DURING THE CONTEST PERIOD** (regardless of how many times you share a Contest video). For greater certainty and the avoidance of any doubt, you can only use one (1) Instagram Account and/or one (1) Twitter Account to participate in the Contest. If it is discovered that you attempted to enter more than once during the Contest Period, then all your Entries will be void. Use of any automated system to submit Entries is prohibited and will result in disqualification. APTN assumes no responsibility for lost, late, incomplete or misdirected entries or any other failure of any kind resulting in the entry being lost, destroyed, damaged, misdirected or delivered after the end of the Contest Term.

When you submit an entry, you grant to APTN a royalty-free and fully paid up, irrevocable, assignable, worldwide perpetual license to edit, publish, use, adapt, and modify any entry (and all elements embodied therein), including, without limitation, the images, names, or likenesses of any persons or locations embodied

therein, online, in print, film, television, or in any other media now known or hereafter devised, without compensation, notification, attribution or permission from the entrant or any third party, and to display the entry in any collection or on the APTN website, other websites or social media applications operated by APTN or its affiliates, and third party websites, and to otherwise use the entry in accordance with these Contest Rules, in any and all media now known or hereafter devised. The entrant acknowledges APTN may distribute and create compilations and derivative works or merchandise in any and all manner and media whatsoever, whether now known or hereafter devised, for any purpose at APTN's sole discretion, and to sublicense the entry to any designated party for any purpose or use at APTN's sole discretion. The entrant represents and warrants that the entrant has the right to grant the license set out before.

APTN will not be required to pay any additional consideration, including but not limited to, artist fees or exhibition rights fees, or to seek any additional approval in connection with these uses.

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of APTN that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, APTN reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the process, and/or to cancel, terminate, modify, or suspend Contest.

3. PRIZE

The Winners (all of whom must have reached the age of majority in their province or territory of residence on or before the start of the Contest Term) will be awarded a Rave Light-Up Bluetooth Speaker (Prize). The total approximate value of each individual Prize is \$22.00 CDN. Prizes are not transferable; no Prize substitutions or equivalents (cash or otherwise) are permitted except as authorized by APTN, in its sole discretion. Prize recipients are solely responsible for all federal, provincial, and local taxes and other fees associated with Prize receipt and use.

4. SELECTION AND NOTIFICATION OF WINNER

On or about 9:00 AM CDT on June 22, 2018, at the offices of APTN, located in Winnipeg, Manitoba, the Winners will be chosen weekly by APTN staff and other representatives who comprise the selection committee (the "Selection Committee") from the eligible entries received. Each Winner will be randomly selected, and will, be subject to confirmed eligibility, compliance with these Contest Rules and the Winner's inclusion of all required information.

The Winners will be notified as soon as possible, in the manner described below, after the selection process has been completed.

5. ELIGIBILITY

The Contest is open during the Contest Term to Canadian residents who have reached the age of majority in their province or territory of residence on or before the start of the applicable Contest Term. **MINORS ARE NOT PERMITTED TO ENTER THE CONTEST.** Employees, representatives, agents and consultants of APTN, or their

promotion and advertising agencies, and members of the immediate families (immediate family is defined as parent, sibling or any person residing in the same household as the employee or consultant) of any such employee, representative, agent or consultant, are not eligible to participate in the Contest (either as entrants or Winners). In order to be eligible for this Contest, the entry cannot: violate any law, regulation or right of any third party, including, without limitation, the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity; or contain objectionable or inappropriate content, as determined by the Selection Committee in its sole discretion (including, but not limited to, material that is determined to be defamatory, trade libelous, pornographic, obscene or any other content that is or could be considered inappropriate, unsuitable or offensive). Entries submitted through fraudulent means or through methods such as spamming, flooding, screen scraping or any other method of systematic or automated delivery of content may be disqualified at the discretion of APTN.

6. NOTIFICATION AND VERIFICATION

The method of notification of the Winners will depend on the particular social media platform which has been used by the Winners to submit the winning entry. It is anticipated notification will occur via a direct message sent by APTN to the holder of the Winners' social media account. The Winners are responsible for providing APTN accurate contact information. APTN assumes no responsibility for incorrect information provided to it by the entrant, technical failure or for lost, late or misdirected correspondences. Failure for any reason by the Winners to contact APTN to accept the Prize (including providing the necessary information and verifications regarding the Winners) within five (5) days of notification having been attempted by APTN may result in disqualification and the selection of another entrant as the Winner. Decisions of APTN regarding the selection of the Winners and all other matters relating to the Contest, including the interpretation of these Contest Rules, are final and binding. Chances of being selected as a Winner is based on the number of eligible entries received. The Winners will be required to submit valid identification demonstrating eligibility and compliance with these Contest Rules within five (5) days following attempted notification. Failure by the Winners to comply within this time period may result in disqualification and the selection of another entrant as the Winner. In order to be declared an official Winner, the selected entrant must also complete, sign and return a Waiver, Release and Consent form provided by APTN, which shall include a copyright assignment and waiver of moral rights, within five (5) days of attempted notification by APTN, and must have abided by all of these Contest Rules. Failure to return the completed Waiver, Release and Consent form within the time stipulated may result in disqualification and the selection of another entrant as the Winner.

7. LIMITATION OF LIABILITY AND RELEASE

THIS SECTION LIMITS OUR LIABILITY TO YOU AND PROVIDES FOR A RELEASE AND AN INDEMNITY, FROM YOU, IN FAVOUR OF US. PLEASE READ IT CAREFULLY.

By participating in this Contest, the entrant agree to release, discharge, and hold harmless APTN and its partners, affiliates, subsidiaries, advertising agencies, agents, representatives and all of their employees, officers, directors, executives, and representatives (collectively, the "Released Parties") from and against any claims, losses, damages and causes of action arising out of the entrant's participation in the Contest or any APTN-related activities and the acceptance and use, misuse, or possession of any Prize awarded hereunder,

including, but not limited to: (a) any technical errors that may prevent the entrant from submitting an entry; (b) unauthorized human intervention in the Contest; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the entrant's participation in the Contest or receipt of any Prize. Released Parties 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. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or to be received by APTN on account of technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to the entrant's or any other person's computer or electronic device relating to or resulting from participation in this Contest or downloading any materials in this Contest. The entrant further agree that in any cause of action, the Released Parties will in no event be liable for attorney's fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE, OF ANY PRIZE. By participating, the entrant release and agree to hold harmless the Released Parties from any and all liability for any injuries, death, losses or damages to persons or property, AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse, or any harm resulting from the acceptance, possession, use or misuse, of any Prize. The Winners acknowledge that Released Parties have neither made nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize.

By entering the Contest, the entrant agree to indemnify and hold the Released Parties harmless from any claims or complaints arising from the entrant's participation in the Contest including, but not limited to, APTN's collection, use or disclosure of entries and other personal information provided to APTN, in association with the Contest, and any claims or proceedings which may be brought or threatened by third parties.

Released Parties are not responsible for any unauthorized use of entries by third parties. Released Parties do not guarantee the posting of any entry. By submitting an entry, each entrant agrees that the entrant's submission is gratuitous and made without restriction, and will not place APTN under any obligation; that APTN is free to disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the entrant.

The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Twitter, or any other social media platform. Instagram, Twitter, and any other social media platform used as part of the Contest are completely released of liability by each entrant or participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to APTN and not Instagram, Twitter, or any other social media platform used as part of the Contest.

8. GENERAL CONDITIONS

By entering or participating in the Contest, each entrant and the Winners accept and agree (or are deemed to accept and agree, as the case may be) to be bound by these Contest Rules and by the decisions of APTN, which shall be final and binding in all respects. Subject thereto and except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Province of Manitoba. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, your rights and obligations, or the rights and obligations of APTN, in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Canada and are subject to all applicable federal, provincial and local laws and regulations, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the Province of Manitoba.

Participants in the Contest (including entrants and the Winners) consent to APTN's use of their name, likeness and social media post for advertising and publicity purposes, without additional compensation unless prohibited by law. By entering the Contest, the Winners authorize APTN to post, publish, broadcast and distribute the Winners' names and Prize on any form of media, including, without limitation, television, websites, social media and other publications. All personal information collected as a result of the Contest will be managed in accordance with the APTN Privacy Policy (External), which may be viewed online at www.aptn.ca or obtained by contacting the APTN External Privacy Officer at (204) 947-9331. Please note that if an entry is selected for posting online, the content thereof may be shared via social media websites such as Instagram and Twitter. These sites operate independently of APTN and have their own privacy policies. In addition, comments with which the entrant disagrees may become associated with the content the entrant submits.

By submitting an entry, an entrant acknowledges and agrees that APTN may obtain many submissions under this Contest and that such entries may be similar or identical in theme, idea, format or other respects, to others submitted under this Contest, or to other ideas conceived by or provided to APTN, and the entrant waives any and all claims the entrant may have had, may have, and/or may have in the future, that any entry and/or other works accepted, reviewed and/or used by APTN, may be similar to the entrant's entry. Except where prohibited by law, each entrant acknowledges and agrees that APTN does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any intellectual property right in and to the entrant's entry.

The Contest is void in every jurisdiction in which it is prohibited or restricted by any law, statute, or other appropriate authority. APTN, its agents, its affiliates, and its sponsors do not warrant that the Contest may be entered legally in any particular jurisdiction. APTN reserves the right, in its sole discretion, to cancel, terminate or postpone the Contest or to add, cancel or modify any provisions set forth in these Contest Rules as necessary for any reason or as required by applicable law. In the event of a dispute regarding the Prize recipients, APTN reserves the right to award or not award the Prize in its sole discretion. APTN reserves the right to disqualify any entrant (and to modify, edit or remove content posted by such entrant) whose entry or conduct appears in any way to: inhibit the enjoyment of others; tamper with the Contest; violate these Contest Rules or other applicable law or regulation; infringe on the rights of third parties; or act in an unsportsmanlike or disruptive manner.

Provisions which, by their nature, should survive termination of these Contest Rules (including, without limitation, obligations an entrant, the Winners have to pay or indemnify us, limitations on our liability and any

releases of us, terms regarding ownership or intellectual property rights and rules which govern disputes between us), shall survive termination of these Contest Rules. Entrants undertake to, upon the request and at the expense of APTN (but without further compensation), do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, documents, instruments, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect the purposes of these Contest Rules. Failure by APTN to enforce any provision of these Contest Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of the Winners based on a social media account, the winning entries will be declared by the authorized account holder of the account which submitted the entry. "Authorized account holder" is defined as the natural person who is assigned to a social media account by the social media platform. When you use social media to submit an entry, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on our website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any legal requirement that such communications be in writing and/or signed. We are under no obligation to store or retain any entry.

For Residents of Quebec only: Any litigation by a Quebec resident respecting the conduct or organization of a publicity contest may be submitted to the Regie des alcools, des courses et des jeux du Quebec for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the Regie only for the purpose of helping the parties reach a settlement.

9. WINNERS/RULES

For the name of the Winners or for a copy of these Contest Rules, send a self-addressed, stamped envelope to:

APTN
IDL2018 Rock Your Mocs Off Contest
c/o Marketing – Web Department
2nd floor
339 Portage Avenue
Winnipeg, MB R3B 2C3