

## **“SPIRITS IN THE FOREST” CONTEST RULES AND REGULATIONS**

### **1. Eligibility**

The “**Spirits in the Forest**” contest (the “Contest”) is open to residents of Ontario who, at the start of the Contest, are 13 years of age or older. Entrants under the age of majority are eligible to win provided that the entrant’s parent or legal guardian accepts the prize on his or her behalf. Employees, officers, and directors (including immediate family members and members of the same household) of Sony Music Entertainment Canada Inc. (the “Sponsor”) and its respective distributors, dealers, marketing representatives, printers, advertising or promotional agencies, or any other organization associated with the Contest are not eligible to participate.

### **2. How to Enter the Contest**

No purchase is necessary to enter. The Contest begins November 1, 2019 at 10:00 a.m. ET and ends at 12:00 noon ET on November 8, 2019 (the “Contest Closing Time”).

To participate, you must have a Facebook account or sign up for a Facebook account for free at [www.facebook.com](http://www.facebook.com) by following the instructions. To enter the Contest, visit the Sponsor’s Facebook page located at <https://www.facebook.com/sonymusiccanada>, then “Like” the Sponsor’s Facebook page AND in the “Comments” section of the Contest post, name the title of your favourite Depeche Mode song. If you choose to enter the Contest using a mobile phone, standard data fees may apply. Limit of one entry per person.

By entering the Contest, you affirm that all of the information listed in your Facebook account is complete and correct and you hereby agree that participation in this Contest is subject to the Facebook standard terms and policies found at <https://www.facebook.com/policies/?ref=pf> and privacy policy found at <https://www.facebook.com/about/privacy/> . To the extent there is a conflict between these Contest Rules and Regulations and the Facebook standard terms and policies, these Rules and Regulations shall govern. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook is completely released of all liability by each entrant or participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Sony Music Entertainment Canada Inc. (the “Sponsor”) and not Facebook. All entries 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 and regulations may be disqualified.

### **3. Prizes**

There are three (3) prizes (each a “Prize”) to be awarded, each Prize consisting of:

- 2 tickets for the November 21, 2019 screening of the film, “Spirits in the Forest” at Cineplex Cinemas Yonge-Dundas, 10 Dundas Street East, Toronto ON M5B 2G9
- 1 vinyl copy of the album, “Spirit” by Depeche Mode
- 1 CD copy of the album, “Spirit” by Depeche Mode

(Approx. retail value of each Prize: \$80 CAD)

All costs and expenses not specifically referred to herein as part of the Prize description are the sole responsibility of the Prize winner (and/or guest). Sponsor reserves the right to substitute a Prize in whole or in part for a prize of equal or greater value in the event that any component of

the Prize is unavailable for any reason. The Prize must be accepted as awarded and no substitutions, except as identified above, will be made. The Prize may not be sold, transferred or assigned and is not convertible to cash.

#### **4. The Draw**

On November 8, 2019 at approximately 1:00 p.m. ET, a random draw for the Prizes will take place at the offices of Sony Music in Toronto, Ontario to determine fifteen potential winners from among all eligible entries received during the Contest Period. The odds of winning a Prize will depend upon the total number of eligible entries received before the Contest Closing Time. The Sponsor will attempt to notify the selected entrant by replying to his/her Facebook comment entry and/or by direct message within 24 hours of the draw. In order to be declared a winner, the selected entrant must, unaided, correctly answer a skill-testing mathematical question and the potential winner will be required to sign and return, within the time stipulated by the Sponsor, a Contest eligibility and liability/publicity release confirming compliance with these rules and regulations, releasing the Sponsor and its respective directors, officers, employees and agents from all liability and, except where prohibited by law, permitting the Sponsor to use the selected entrant's name, address (city and province), likeness, voice, written statements and image, without compensation, worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including the Internet, in any publicity carried out by the Sponsor. If the selected entrant or his/her guest is under the age of majority, the contest eligibility and liability/publicity release must be signed and submitted by such person's parent or legal guardian. Selected entrants must also provide proof of identity (photocopy of Driver's License, Passport or any other government-issued photo identification). In the event that a selected entrant is not eligible for any reason, has not correctly answered the skill-testing question or cannot be contacted after five (5) business days of the first attempt to contact the selected entrant, such entrant shall be disqualified and the Sponsor shall have the right to select another entrant and the Sponsor shall be released and discharged from any liability or responsibility in this regard. No correspondence will be made except with the selected entrants.

#### **5. General**

By entering the Contest, entrants agree to abide by these rules and regulations, and further agree that the decisions of the Sponsor are final. The Sponsor reserves the right at any time without prior notice to withdraw, cancel, terminate, amend, modify or suspend the Contest if for any reason in the opinion of the Sponsor, in its sole discretion, the Contest is not capable of operating as planned or if the administration, security, fairness, integrity, or 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 its control. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the online entry process or the operation of the Contest or to be acting in violation of these rules or otherwise in disruptive manner with respect to the Contest. CAUTION: ANY ATTEMPT BY A CONTESTANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. The Sponsor also reserves the right to cancel this Contest at any time because of any printing or other error. The Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software (including on account of traffic

congestion on the Internet or at any Web site) or any combination thereof. The Sponsor shall not be liable for any errors or negligence that may arise or occur in connection with the Contest, including any injury or damage to the entrant's or any other person's computer related to or resulting from participation in or downloading of any materials relating to the Contest or any theft, destruction or unauthorized access to, or alteration of, entries submitted online. The Sponsor is not liable for injuries, death, damages or losses of any kind resulting from acceptance or use of the Prize. In the event of a dispute, entries submitted online will be deemed to have been made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address.

#### **6. Privacy and Personal Information**

Any personal information will be handled in accordance with the privacy policy of Sony Music Entertainment Canada Inc. located at <http://www.sonymusic.ca/privacy/en/> . Entrants are providing information to the Sponsor and not to Facebook. By entering the Contest each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by the Sponsor solely for the purposes of implementing, administering and fulfilling the Contest. Any inquiry concerning the personal information held by the Sponsor should be addressed to Sony Music Entertainment Canada Inc. at 150 Ferrand Drive, Toronto, Ontario M3C 3E6.

#### **7. Publicity of Winner's Name**

The name of the Prize winner may be posted on November 8, 2019 on Sony Music Canada's Facebook page located at <https://www.facebook.com/sonymusiccanada>

#### **8. Subject to Applicable Laws**

This Contest is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited.