

**Mark's/L'Équipeur contest MARK'S/L'ÉQUIPEUR'S FREE GENERAL ADMISSION MOVIES FOR A YEAR CONTEST" (the "Contest") – Rules and Regulations**

**NO PURCHASE NECESSARY TO ENTER OR WIN ONE OF THE PRIZES. ONLY ONE ENTRY FORM PER ENTRANT WILL BE ACCEPTED.**

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. You understand that you are providing your information to the Contest Sponsor and the third parties it has engaged to assist it in administering the Contest and not to Facebook or Twitter. The information you provide will only be used in accordance with the Contest Sponsor's privacy policy located at [www.marks.com](http://www.marks.com) or [www.lequipeur.com](http://www.lequipeur.com). The owners and operators of Facebook and Twitter are completely released from all liability by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor and not Facebook or Twitter.

**Contest Sponsor:**

The Contest is sponsored by Mark's Work Wearhouse Ltd. (the "Contest Sponsor").

**Contest Period:**

Contest starts at 12:01am Eastern Time ("ET") on August 18, 2015 and closes on September 28, 2015 at 11:59pm ET (the "Contest Period"). Entries received after that time will not be eligible to participate in the Contest. The sole determinant of the time for the purposes of a valid Contest entry form ("Entry Form") will be the Contest server machine(s).

**Who Can Enter:**

The Contest is open only to residents of Canada who have reached the age of majority in their province or territory of residence at the time of entry. You are not eligible to enter if you are (or you live with) an employee, officer, director, representative, agent, consultant or supplier of the Contest Sponsor or any of its affiliates (collectively, the "Promotion Entities"). Contest Sponsor reserves the right to verify the eligibility of each of the potential winners.

**How to Enter:**

There is no purchase necessary to enter the Contest. Entry Forms are available at:

- (1) [www.facebook.com/marksclothing](http://www.facebook.com/marksclothing) (the "Page")
- (2) <https://marks.wishpond.com/mark-s-scene-contest/> (the "Website")
- (3) [www.twitter.com/markscanada](http://www.twitter.com/markscanada) (the "Account")

To enter the Contest, please visit the Page, the Website or the Account and follow the online instructions to complete your Entry Form. All fields on the Entry Form must be completed unless they are indicated as optional. Entry Forms that contain false, misleading or inappropriate content may be disqualified at the sole discretion of the Contest Sponsor.

By submitting an Entry Form for the Contest, each entrant agrees to be bound by these official Rules and Regulations a copy of which are available online on the Page, the Website and the Account. All entries become the property of Contest Sponsor and will not be returned or acknowledged. Proof of submission of an Entry Form will not be deemed proof of receipt. The Contest Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant Entry Form.

There is a limit of one (1) entry per person/email address permitted during the Contest Period. For greater certainty, you can only use one (1) email address to enter, or otherwise participate in, the Contest. If it

is discovered that you have attempted to: (i) obtain more than one (1) entry per person/email address during the Contest Period; or (ii) use more than one (1) email address to enter, or otherwise participate in, the Contest; then (in the sole and absolute discretion of the Contest Sponsor) you may be disqualified from the Contest and all of your entries are subject to disqualification by the Contest Sponsor. Your Entry Form will be rejected if (in the sole and absolute discretion of the Contest Sponsor) the Entry Form is not fully completed and submitted during the Contest Period. Use of any automated, script, macro, robotic or other program(s) to enter or otherwise participate in this Contest unfairly is prohibited and is grounds for disqualification by the Contest Sponsor. The Promotion Entities are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entry Forms. All Entry Forms are subject to verification. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification.

Notwithstanding the foregoing, each entrant will have to opportunity to share this Contest for an extra (1) entry into the random draws (the "Referral Link") for up to ten (10) extra entries. The Referral Link will allow entrants to share the Contest with friends to gain extra entries into the Contest.

**Chances of Winning:**

The chances of winning will depend upon the total number of eligible Entry Forms received during the Contest Period.

**Prizes:**

There is one (1) grand prize (the "Grand Prize") to be awarded for the Contest consisting of: FREE general admission movies for a year (one (1) general admission movie per week for the entire year). Grand Prize will be delivered in the form of 52,000 SCENE points, good for one general admission movie per week for an entire year. The potential winner must be a SCENE member in order to claim the Grand Prize and must have a SCENE account in good standing (good standing meaning who are over the age of 18 as of August 18, 2015 and their standing is not otherwise in negative standing as determined solely by SCENE). The approximate value of the Grand Prize awarded in this Contest is five-hundred, twenty dollars (\$520).

In addition to the Grand Prize, there will also be six (6) secondary prizes (each a "Secondary Prize") to be awarded for the Contest consisting each of 2 general admission tickets, 2 regular drinks, 1 regular popcorn (delivered in the form of 2,500 Bonus SCENE Points). One Secondary Prize will be awarded during each week of the Contest Period. Each potential winner of a Secondary Prize must also be a SCENE member in order to claim SCENE points prizes, and members must have accounts in good standing (good standing meaning who are over the age of 18 as of August 18, 2015 and their standing is not otherwise in negative standing as determined solely by SCENE). All winners of a Secondary Prize will still be eligible to win the Grand Prize. The approximate retail value of each Secondary Prize is 25 dollars (\$25) or one hundred and fifty dollars (\$150) for all six (6) Secondary Prizes.

The potential winners of the Grand Prize and the Secondary Prizes may take advantage of their respective prize on the dates once the points are deposited to their SCENE member account, approximately on October 10, 2015.

The prizes are non-transferable except by Contest Sponsor. The Prizes cannot be used in conjunction with any other promotion or offer. No substitution or cash equivalent of the prizes is permitted; however, Contest Sponsor reserves the right to substitute any of the prizes with another of equal or greater value.

**Draws:**

The potential winner of the Grand Prize will be randomly selected on October 1, 2015 at 2:00pm ET from among all eligible Entry Forms received during the Contest period. For the Secondary Prizes, as mentioned above, a potential winner will be randomly selected each week during the Contest Period from among all eligible Entry Forms received up to the date of each draw.

The draws will take place in Vancouver, Province of British Columbia. Within seven (7) business days following each draw, each potential winner will be contacted via telephone, email or mail according to the contact information provided on his/her Entry Form, and notified that he/she is eligible to win a prize ("Prize Notification"). If one of the potential winners fails to respond to the Prize Notification within ten (10) business days thereof, or does not comply with these official Rules and Regulations, the prize will be automatically forfeited and another potential winner will be selected by random draw. Return of any Prize Notification as undeliverable may result in disqualification and an alternate potential winner may be selected by random draw. The Entry Forms will be destroyed after the Contest and will not be used for subsequent contests or draws organized by the Contest Sponsor.

**How to Win:**

To be declared a winner and recipient of his/her prize, each of the potential winners must correctly answered a mathematical skill-testing question and will be required to complete and sign a Publicity Release and Prize Acceptance Form as requested by the Contest Sponsor before receiving his/her prize. Each of the potential winners may also be required to submit valid proof of identity. If one of the potential winners is unable to provide valid proof of identity he/she may, at the sole discretion of the Contest Sponsor, be disqualified and another potential winner will be selected by random draw.

**Disclaimer and Liability Exclusion:**

The Promotion Entities are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in the printing or posting of the offer or official rules and regulations, the selection and announcement of any winner, or the distribution of any prize.

The Contest Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules and Regulations) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules and Regulations. The Contest Sponsor, with the consent of the Régie, also reserves the right to cancel, amend or suspend this Contest, or to amend these Rules and Regulations, without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind, or for any other reason, and shall have no liability to anyone, including entrants, for the cancellation or termination of the Contest.

By entering the Contest each entrant agrees that the Promotion Entities shall not be liable for losses or injuries of any kind resulting from acceptance or possession or use of any of the prizes awarded and entrants agree to release, discharge and hold harmless the Promotion Entities, and each of their respective successors, assigns, agents, employees, representatives, officers, directors or shareholders (collectively the "Releasees"), for all claims or damages arising out their participation in the Contest and they agree that they will take no action against the Releasees or any entities that may claim contribution or indemnity from the Releasees, for any loss or damage resulting from the

entrant's participation in the Contest, and if a winner, his/her acceptance, possession or use of any prize.

The Releasees will also not be liable for any failure of the Page, the Website and/or the Account during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any Entry Form to be received by the Contest Sponsor for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any combination of the above. Further, the Releasees will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest. Furthermore, the Contest Sponsor shall not be responsible in the event an entrant refuses to install on his/her computer the necessary plug-ins required to enter into the Contest, if any.

In the event of a dispute regarding who submitted an Entry Form, Entry Form will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected Entry Form.

**Publicity:**

By entering the Contest, each of the winners authorizes the Contest Sponsor to broadcast, publish and disseminate his/her name, city and/or province of residence, photograph, likeness, sobriquet and/or voice, in connection with any further publicity carried out in connection with this Contest including, but not limited to, on the Page, the Website and/or the Account, at no additional compensation to each of the winners beyond the awarding of his/her respective prize.

**Privacy:**

The personal information you are providing to enter the Contest will be (i) collected by the Contest Sponsor, (ii) used only to administer the Contest, contact the potential winners to notify that they are eligible to win one of the prizes, verify the eligibility of each of the potential winners, and, in the event the entrant opts in, to send promotional materials and/ newsletters to the entrant about *Mark's* and/or *L'Équipeur* and for no other reason, and (iii) accessible only to those employees of the Promotion Entities directly involved in the Contest and will not be disclosed to other persons.

By entering this Contest, each entrant consents to the collection, use and disclosure of information on the Contest Entry Form for the purposes and in the manner described herein. You can also contact us or otherwise communicate your privacy concerns by emailing us at [customer.service@marks.egain.net](mailto:customer.service@marks.egain.net).

**General Conditions:**

The Contest is managed by the Contest Sponsor. All decisions of the Contest Sponsor are final and binding on all entrants without right of appeal. This Contest is subject to all applicable federal, provincial and municipal laws. As a condition of participating in the Contest, to the fullest extent permissible by law, each entrant agrees that any dispute or cause of action arising out of or connected with the Contest shall be resolved individually, without resort to any form of class action proceeding, and exclusively before a court of justice located in the

Province of Alberta and that the court shall apply the laws of the Province of Alberta, applicable therein, without giving effect to any choice of law or conflict of law rules or provisions. Further, each entrant agrees to waive all rights to claim punitive, incidental or consequential damages, or any other damages, including legal costs or attorneys' fees, other than the entrant's out-of-pocket expenses associated with entering the Contest.

Any litigation involving a resident of the Province of Quebec respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* (the "Régie") 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.

**CAUTION:** Any attempt to undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to immediately disqualify the person from the Contest, without any burden of proof of an actual attempt to undermine and to seek damages or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law.

In case of any discrepancy between the French and English versions of these Rules and Regulations, the English version shall prevail. En cas de divergence entre la version française et anglaise des présents règlements officiels, la version anglaise aura préséance. Further, in the event of any discrepancy or inconsistency between the terms and conditions of the English version of these Rules and Regulations and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest Entry Form, and/or point of sale, television, print or online advertising; the terms and conditions of the French version of these Rules and Regulations shall prevail, govern and control.