

2018 TOTAL WOMAN OVER 40 SEARCH
CONTEST RULES

- 1) **Agreement:** These rules govern the 2018 “Total Woman Over 40 Search” contest (the “Contest”). No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of the Contest Rules and the decisions of the Contest judges, which decisions shall be final and binding upon all entrants.
- 2) **Sponsor:** The Contest sponsor is the Waterloo Region Record, a property of Metroland Media Group Ltd. (the “Sponsor”).
- 3) **Eligibility:** The Contest is open to residents of the Regional Municipality of Waterloo who have attained the age of forty (40) as at the start of the Contest Period. Notwithstanding the above, the Contest is not open to employees, immediate family members (i.e. spouses or biological, step or adoptive parents, children or siblings) or anyone domiciled with any employee of the Sponsor or prize supplier or any of their respective affiliates, subsidiaries, representatives, agents (including advertising or promotional agencies) or fulfilment houses. Limit of one (1) entry per person. Incomplete or illegible entries, bulk drop offs, photocopies, scanned copies, facsimiles or other mechanically or electronically reproduced entries will not be accepted and will be disqualified.

In the event that there is a dispute over whether an entrant is a resident of the Regional Municipality of Waterloo, the Sponsor shall make a final determination in its sole discretion. The Sponsor shall have the right at any time to require proof of 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 Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

- 4) **Contest:** To enter the Contest you must, before the end of the Contest Period: read these Contest rules available at www.granddrivershows.com/twsearch or at the offices of the Waterloo Region Record at 160 King Street East, Kitchener, ON, N2G 4E5 and complete and submit the Contest entry form, along with a recent photograph of you alone (the “Photo”) and an essay describing you (maximum two hundred (200) words) (the “Essay”) and collectively with the entry form and Photo, the “Material”) in one of the following ways:
 - (a) On line: submit the completed entry form and the Material on line at <http://survey.metroland.com/TakeSurvey.aspx?PageNumber=1&SurveyID=I4KJ9974&Preview=true>
 - (b) Email: email the completed entry form and Material to ealstein@therecord.com;
 - (c) In Person: The completed entry form and Material can be deposited in the Contest ballot box located at the offices of the Waterloo Region Record; OR
 - (d) Mail: mail the completed entry form and Material to the offices of the Waterloo Region Record, 160 King Street East, Kitchener, Ontario, N2G 4E5.

The Contest Period opens at 9:00 am ET on February 4, 2017 and closes at 5:00 pm ET on December 8, 2017. In order to be eligible for judging and to win, your complete entry (including all Material) must be received by Sponsor by 5:00 pm ET on December 8, 2017. By entering this Contest, you acknowledge and agree that all entries (including all Material) become the property of the Contest Sponsor and will not be returned or acknowledged. Proof

of submission is not proof of receipt. Sponsor will not be responsible for postal delays, strikes or errors. Sponsor reserves the right to examine any source material in order to confirm compliance with these rules.

To be eligible, the Material may not have been entered in any other contest, won any other prize or have been previously published in any other medium. In connection with your Material, you affirm, represent and/or warrant that: (i) you own or have the necessary licenses, rights, consents and permissions to use and authorize Sponsor, any prize supplier and promotional sponsor to use all copyright, trademark or other proprietary rights in and to your entry to enable inclusion and use of the Material in the manner contemplated by these Contest rules; (ii) your Material does not violate any law, statute, ordinance or regulation, 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 whatsoever; and if applicable, you have the written consent, release and/or permission of each and every identifiable individual person in the Material to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Material in the matter contemplated by these Contest rules. The Material must not, in the sole and unfettered discretion of the Sponsor, be defamatory, trade libelous, provocative, pornographic or obscene, or contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory or discriminatory characterizations of any individual or ethnic, racial, sexual, religious or other groups (including, without limitation, Sponsor, any prize supplier, promotional sponsor or any competitors of Sponsor, any prize supplier or promotional sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or service, any identifiable third party products, trade-marks, brands and/or logos, conduct or other activities in violation of these Rules. Sponsor reserves the right to reject, remove and disqualify any submissions that in its sole discretion could be offensive or inappropriate or that do not meet the terms and conditions of these rules.

- 5) **First Round Judging and Finalist Selection:** Eligible entries will be judged by a panel of judges beginning on or about December 18, 2017 and ending on December 20, 2017. The decisions of the Contest judges are final and binding in respect of any matter relating to this Contest.

From all eligible entries, the judges will select ten (10) potential finalists based on the Judging Criteria outlined below (each, a "Finalist"). Entries will be judged based upon the following three (3) criteria, weighted equally (the "Judging Criteria"): (1) Essay creativity; (2) diversity/uniqueness (as displayed in Essay and Photo and (3) model potential as shown in Photo.

The ten (10) Finalists will each be contacted by telephone or email by a representative of the Sponsor no later than January 5, 2018 at 5:00 pm ET and must respond within twenty-four (24) hours to maintain eligibility. If a potential Finalist cannot be contacted within this time period or fails to respond to any attempted contact within twenty-four (24) hours, or if a potential Finalist fails to correctly answer the mathematical skill-testing question, such potential Finalist will be disqualified, his/her entry will be declared null and void and the Sponsor reserves the right, in its sole and absolute discretion to select another eligible entry according to the criteria above, in which event these provisions shall apply to such other eligible entry.

- 6) **Finalists, Fashion Show Judging:** The ten (10) Finalists will then have the opportunity to participate in the fashion show at the Total Woman Show to be held at Bingemans, 425 Bingemans Centre Drive, Kitchener, ON N2B 3X7 on Saturday February 3 and Sunday February 4, 2018. In order to be eligible to win, each Finalist must attend the Total Woman Show and participate in the fashion shows on February 3 and 4, 2018. If a Finalist is not available to attend or does not participate in the fashion shows, such Finalist shall be disqualified, his/her entry shall be declared null and void, and the Sponsor reserves the right, in its sole and absolute discretion, to select another eligible entry as a Finalist using the method outlined in section 5 above, in which event these provisions shall apply to such other eligible entry.

The Contest judges, in their absolute discretion, shall select from amongst the Finalists the Grand Prize Winner based upon the following criteria: (1) model potential; (2) natural beauty; and (3) stage presence at the fashion show. In the event of a tie, the Finalist with the highest score in stage presence will be selected as the Grand Prize Winner. At approximately 3:00 p.m. on Sunday, February 5th, 2017 at the Total Woman Show, the potential Grand Prize Winner will be announced on stage.

The People's Choice Award Winner will be chosen from amongst the Finalists based on the highest number of votes cast by audience members at the Total Woman Show. To cast a vote for the People's Choice Award, ballots will be distributed during the fashion show held at the Total Woman Show on Saturday, February 3, 2018. To vote, audience members must complete and return their ballot to the show volunteers who will be circulating through the audience. Limit of one vote per person. The votes will be counted backstage by representatives of the Sponsor and show volunteers. The potential People's Choice Award Winner will be announced at the Total Woman Show at approximately 4:45 pm ET on Saturday, February 3, 2018. In the event of a tie in the number of votes received by two or more Finalists, a random draw will be held by the Sponsors after the votes are counted. Only those Finalists that tied with the highest number of audience votes will be included in the draw.

- 7) **Prizes:** There are a total of fourteen (14) prizes available to be won, as follows.
- (a) **2018 Finalist Prizes.** Each of the eight (10) Finalist prizes consists of the following:
- i) Make-over, consultation, hair cut, color, highlights, style, make-up application, brow shaping, and (if applicable) a gift of home care products to maintain colour from Capri Salon & Spa, 52 King St N. Waterloo, Ontario, N2J 2W8 valued at approximately five hundred dollars (\$500.00 CDN);
 - ii) Hair styling for runway shows on the Saturday and Sunday of the Total Woman Show from Capri Salon & Spa, 52 King St N. Waterloo, Ontario, N2J 2W8 valued at approximately one hundred dollars (\$100 CDN);
 - iii) Two Make-up applications from GEMINI Models, 72 St Leger St, #310, Kitchener, Ontario N2H 5L1 valued at approximately one hundred dollars (\$100.00 CDN) (Gemini Group Inc.);
 - iv) Professional 'After' Beauty photo valued at approximately fifty dollars (\$50.00 CDN) done by a professional photographer;
 - v) One (1) Gift Certificate provided by Retail Therapy Mobile Boutique at 885 Childs Dr. Milton, Ontario L9T 4J1 valued at approximately fifty dollars (\$50.00 CDN);
 - vi) Five hundred dollars' (\$500.00) CDN, worth of services provided by Dr.

- Takhar's Cosmetic Clinic. Additional Services can be booked at the winners' expense. Cannot be used toward product. Dr Takhar's Cosmetic Clinic is located at 350 Conestoga Boulevard, Cambridge, Ontario (519-542-4490); and
- vii) Teeth cleaning and whitening services provided by Lumi's Dental Hygiene Care, 1167 King Street East, Kitchener, Ontario N2G 2N3 valued at approximately four hundred dollars (\$400.00 CDN);
 - viii) 3 better body exchange classes valued at approximately sixty dollars (\$60.00 CDN). Classes are booked through Dorothy Sinding at dorothy@betterbodyexchange.com . Additional classes may be purchased at the redeemer's expense;

Total approximate retail value of each Finalist prize is one thousand, eight hundred and twenty-five dollars (\$1,760 CDN).

- (b) **2018 People's Choice** award winner prize. There is one (1) prize available to be won which consists of a Professional hair styling tools gift package from Capri Salon & Spa, 52 King St N. Waterloo, Ontario, N2J 2W8. Approximate retail value of the prize is two hundred and fifty dollars (\$250.00 CDN).
- (c) **2018 Grand Prize.** There is one (1) grand prize ("Grand Prize") available to be won consisting of everything set out the Finalist's prize above plus the following:
 - i) High tea for the Grand Prize Winner and three (3) guests at New Dundee Emporium, 169 Front Street, New Dundee, Ontario N0B 2E0. Approximate retail value is one hundred and thirteen dollars (\$113.00 CDN);
 - ii) Photo shoot in Total Woman Magazine to take place on a date, time and location to be determined by the Sponsor. Approximate retail value is one thousand dollars (\$1,000.00 CDN);
 - iii) One (1) Gift Certificate provided by Capri Salon & Spa, 52 King St. N. Waterloo, Ontario, N2J 2W8. The approximate retail value is two hundred and fifty dollars (\$250.00 CDN);
 - iv) Two Thousand Five Hundred Dollars' (\$2,500 CDN) worth of services provided by Dr. Takhar's Cosmetic Clinic. Additional Services can be booked at the winners' expense. Cannot be used toward product. Dr Takhar's Cosmetic Clinic is located at 350 Conestoga Boulevard, Cambridge, Ontario (519-542-4490);
 - v) 12 better body exchange classes valued at approximately two hundred and twenty dollars (\$220.00 CDN), and one 30 minute registered massage therapy appointment valued at approximately fifty dollars (\$50.00 CDN). Classes and massage are booked through Dorothy Sinding at dorothy@betterbodyexchange.com . Additional classes and massage appointments may be purchased at the winner's expense;

Total approximate retail value of the Grand Prize is four thousand, one hundred and thirteen dollars (\$4,133 CDN).

All Finalists are responsible for their own transportation to and from the Total Woman Show and all other expenses not listed. If any Finalist or winner is unable or unwilling to accept or otherwise redeem the a prize on the terms it is awarded or on the dates and times determined by the Sponsor, the prize shall be forfeited and no cash or substitutes will be provided in whole or in part. Guests invited to be part of any prize must also comply with the Contest Rules and sign and return a release (described below).

Prizes will be delivered in person at the Total Woman Show on February 4, 2018. In the event that any prize is shipped to a Finalist or winner, the prize shall not be insured and will be sent by the Sponsor to the postal address provided by the winners. The Sponsor is not responsible for lost, damaged, misdirected or stolen prizes, or for postal delays, strikes or errors. If a winner fails to provide a valid postal address to the Sponsor within five (5) days of notification that they have been selected as a potential Finalist or winner, he or she will be deemed to have forfeited the prize. If a Finalist or winner is unable or unwilling to accept or otherwise redeem any prize on the terms it is awarded, the prize shall be forfeited and no cash or substitutes will be provided in whole or in part.

- 8) **Release, Licence to Use Copyright and Waiver of Moral Rights:** By entering the Contest and/or accepting a or prize, each entrant irrevocably:
- authorizes the Sponsor to use his or her Contest entry and information, including without limitation his or her name, city and province/territory of residence, entry, Photo, Essay, Material, image, picture, portrait, likeness, submissions, and statements (together, “**Submissions**”) in connection with its businesses, including without limitation for this Contest or for general advertising and promotional purposes, in any and all forms of media now owned or hereafter invented, without further notice, review, approval, consent or compensation.
 - grants Sponsor a perpetual, irrevocable, worldwide, royalty-free non-exclusive license to publish, use, reproduce, copy, display, distribute, edit or modify any entrant's Submissions in connection with this Contest, other marketing and advertising purposes, or for any other reason or purpose, and each entrant waives any and all moral or other rights he/she may have in any Submissions submitted. Each entrant agrees to complete and sign all documents necessary to confirm the rights granted under these official rules.
 - consents to the use of his or her Submissions in advertisements for the Sponsor including but not limited to advertisements in Sponsor’s publications, and to the posting of his or her Submissions online on Sponsor’s and each of its affiliates’ and related companies’ websites and in social media without any further notice, review, approval, consent or compensation. In addition, each entrant acknowledges and agrees that publishing Submissions in print and posting Submissions online brings that Submission within public view, and none of the Released Parties (defined below) will be held liable for any copying, reproducing, re-posting, or unlawful use of any published or posted Submissions, or any other injury, damage or loss to any entrant, nominee or any other person that may result.

As a condition of being declared a winner and prior to being awarded the prize, each selected entrant will be required to show valid photo ID and to sign a declaration of eligibility and release form (i) releasing the Released Parties from any and all liability in connection with the Contest and/or the prize; (ii) confirming compliance with these Contest rules; and (iii) consenting to the use of his or her name and Submissions, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsor, the prize supplier and/or their respective advertising and promotional agencies. Each potential winner may also be required to sign confirmation and release forms from prize suppliers, their related parties and/or third party contractors. The signed form must be received by the Sponsor within 48 hours of notification or the prize may be forfeited and awarded to an alternate entrant.

- 9) **Indemnity:** By participating in this Contest, you agree to defend, indemnify and hold harmless the Sponsor and any prize supplier, and each of their respective parents, subsidiaries, affiliates and/or related companies and each of their officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising, media buyers and promotional agencies (the “Released Parties”) from any and all damages, injuries, claims, suits, actions, causes of action, costs, expenses, liabilities or losses of any kind (including but not limited to lawyers’ fees) arising out of or relating to your participation in the Contest; your receipt or use of any prize; your violation of any term of these Contest rules; your violation of any third party right, including without limitation any copyright, property, or privacy right; or any claim that your entry or Submissions caused any type of damage to a third party.
- 10) **Privacy:** The Sponsor will use the entrant’s personal information to administer this Contest, including contacting, announcing and promoting prizewinners. The Contest is run in compliance with the Sponsor’s privacy code, which may be found in full at <http://www.metroland.com/privacy-policy> or at 160 King Street East, Kitchener, Ontario, N2G 4E5.
- 11) **Banning:** The Sponsor may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the rules. Such abuse includes but is not limited to entering false information and entering more than once.
- 12) **Other:** Odds of winning depend on the number and calibre of eligible entries received. This Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. The Sponsor reserves the right to cancel, suspend or modify the Contest or the Contest Rules at any time without notice. All prizes must be accepted as awarded, are non-transferable and are not convertible to cash. Any unused portion of a prize will be forfeited and have no cash value. The Sponsor reserves the right to substitute any prize or portion of any prize with a prize of equal or greater value. All prizes are awarded as-is and no warranties or guarantees are implied or expressed. The Sponsor is not liable for any lost, late, misdirected or stolen entries or inability to process entries, or any errors, damage, injury or negligence that may arise in connection with this Contest or any prize, including but not limited to technical failures of any website or software, virus, website disruptions, malfunctions or website down-time, human error, personal injury or property damage incurred by any Contest entrant. The Sponsor is not responsible for any errors or omissions in printing or advertising this Contest. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all entries by anyone using or benefitting from such assistance. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.