

CANADA'S NEXT TOP AD EXEC OFFICIAL RULES & REGULATIONS

1. The Canada's Next Top Ad Exec competition (the "Competition") shall be construed and evaluated according to applicable Canadian law. Participants must be 18 years of age or older at time of entry. Void in whole or part where prohibited by law. Entry in this Competition constitutes acceptance of these Competition rules.

McMaster University (the "McMaster University" or "Competition Sponsor") and Canadian Tire Corporation, Limited ("Canadian Tire" or "Official Sponsor") reserve the right to modify elements of the Competition, rules and regulations, and prize during the course of the year. Canadian Tire and the University may change the dates and deadlines for any or all aspects of the Competition in extreme circumstances. If any type of modification becomes necessary, reasonable notice and communication with the participants will be given with explanation and the opportunity to comment on changes. It is the responsibility of the participant to check his or her email and the Competition website/social media pages to make note of any changes.

2. REGISTRATION & ELIGIBILITY DETAILS

- a. Entrants must be a legal resident of Canada at time of entry.
- b. Registration is on a team (maximum two (2) people per team) basis.
- c. Each participant may only enter the Competition once regardless of team structure (Independent or a team of two).
- d. Each participant/team is encouraged to register via the online registration form on the website by the final registration deadline of January 22nd, 2018 at 12:00 PM EST (proposed).
- e. Entrants agree to sign a Confidentiality Agreement (in the form provided to them by McMaster University), with respect to the information that will be shared with them in relation to the applicable case and any materials and information related thereto that are created or submitted by Entrants as a result of their participation in the Competition.
- f. A confirmation email will be sent in response to the email address provided by the participant/team. **Registration begins October 28th, 2017 and ends on January 22nd, 2018 at 12:00 PM EST (proposed).**
- g. Employees and immediate family members of the Sponsor, Canadian Tire, all other sponsors of the Competition and all of their respective affiliates and agencies, employees, officers, and directors, those involved in any way with the Competition organizing team at McMaster University, and all other official sponsors of the Canada's Next Top Ad Exec Competition are ineligible to participate in the Competition.
- h. Each participant must be registered as a FULL TIME undergraduate business or commerce student, Masters of Business Administration (MBA) student, or an undergraduate student completing a minor in business or commerce in the 2017/2018 academic year. Validation of current academic status may be requested by the Executive Team.
- i. If you are not enrolled in one of the aforementioned programs but are a full time student at an accredited Canadian university and are still keen on participating, please provide a letter of

motivation and a letter of support from a faculty member. This should explain your passion and focus on building a career in Business/Marketing/Advertising/Brand Management or other related fields

3. COMPETITION DETAILS

- a. Submissions must be written in either English or French.
- b. Competition details and submission instructions can be found on the Canada's Next Top Ad Exec website: www.topadexec.com.
- c. The submission briefing and instructions are intended to serve as suggested guidelines only, and as a result will not be the sole judging criteria utilized by the judging panel.
- d. All teams must submit a maximum two-page written (plus 3 pages of Appendices, Arial font – 10pt, 1" margins, single spacing) "Elevator Pitch" during Phase 1. More information can be found at: www.topadexec.com. At the end of Phase 1, the Top 25 teams with the highest overall point value will continue on to Phase 2.
- e. Phase 2 participants/teams must submit their "Strategy Document" to be considered by the judges. This includes a maximum 15-page (15 pages including all Appendices, Arial font – 10 pt, single spacing, 1" margins) document as outlined in the Competition task. More information can be found at: www.topadexec.com.
- f. The 10 teams with the highest overall point value at the end of Phase 2 will be announced as the Top 10 Finalists. This group of finalists will have to make themselves available in Toronto for the closing event.
- g. If a Finalist is deemed as disqualified/ineligible to participate after he/she has been selected as a Finalist or as the winner of the grand prize, the Finalist closest in ranking will be chosen as the winner.
- h. In the event of a tie for the final position in the Top 10 Finalist category, a Canadian Tire representative will have final decision on which competitor/team will claim the final position.

4. SUBMISSION

Upon entering the Competition each participant:

- a. Understands all submissions shall automatically become the property of Canadian Tire. McMaster University, Canadian Tire and all other sponsors of the Competition and all of their respective affiliates and agencies, employees, officers, and directors shall not be held responsible for the failure of any submissions to be received for any reason or to be considered ineligible due to incomplete, unclear or indecipherable information, or for any other problems, however caused. McMaster University, Canadian Tire and all other sponsors of the Competition and all of their respective affiliates and agencies, employees, officers, and directors shall not have any liability for lost, stolen, delayed, damaged or misdirected submissions.
- b. Agrees to (i) waive any copyrights and moral rights in any material and information submitted to McMaster University, Canadian Tire, all other sponsors of the Competition and all of their respective affiliates and agencies, employees, officers, and directors and agrees that ownership of said material transfers to Canadian Tire; and (ii) execute any further documents which McMaster University and/or Canadian Tire believe to be necessary or desirable to perfect Canadian Tire's ownership rights in such material and information. Each participant warrants that he or she is the

sole owner of the submitted work and that the work does not infringe on the intellectual property rights of another party. Each participant further warrants that all material used in the participant's submission whose intellectual property rights belong to another party has been properly acknowledged and permission for use has been sought and granted.

- c. Warrants that he or she is the sole owner of the submitted work and that the work does not infringe on the intellectual property rights of another party.
- d. Waives any rights to confidentiality of any submissions made with respect to the Competition.
- e. Warrants that all work subject to another party's copyrights has been properly acknowledged.

5. GRAND PRIZE

- a. The winning team will be awarded a cash prize of \$30,000 CAD regardless of entry as a team of two or as an individual.
- b. The prize must be accepted as described in the Competition rules and regulations and may not be transferred to another person or substituted for another prize.

6. FURTHER REGULATIONS

- a. Any reference to McMaster University includes reference to the DeGroot School of Business. McMaster University and Canadian Tire reserve the right to disqualify any participant who violates the Rules and Regulations of the Competition.
- b. McMaster University and Canadian Tire reserve the right to refuse a submission of which the eligibility is questionable or has already been deemed ineligible.

7. RELEASE

Each participant agrees to release and hold harmless McMaster University, Canadian Tire, all other sponsors of the Competition and all of their respective affiliates and agencies, employees, officers, and directors from and against any and all liability, claims, damages, actions, and costs, arising out of or in connection with your participation in the Canada's Next Top Ad Exec Competition.

8. RELEASE OF JUDGES

- a. The decisions made by the judges will be in their absolute and sole discretion.
- b. judges' decisions shall be final and binding upon each participant and each participant hereby irrevocably acknowledges and agrees to release and hold harmless all the judges personally from and against any and all liability, claims, damages, actions, and costs, arising out of, or in connection with his or her participation in the Canada's Next Top Ad Exec Competition, including but not limited to any such claims resulting from decisions issued by the judges.
- c. In the event of a tie at any point in the Competition, a representative of Canadian Tire shall be entitled to determine, at his or her discretion, which competitor advances to the next stage of the Competition, or, if the tie results at the end of the Competition, which competitor shall be named the winner of the Competition.

9. LIMITATION OF LIABILITY

McMaster University, Canadian Tire, all other sponsors of the Competition, all judges and all of their respective affiliates and agencies, employees, officers, and directors shall not be liable to any participant

and/or any third party for any damages of any kind arising out of or relating to the participation in the Canada's Next Top Ad Exec Competition including, but not limited to, any lost profits, lost opportunities, special, incidental, indirect, consequential or punitive damages, regardless of the participant's advice to McMaster University to the contrary.

10. REPRODUCTION OF CONTENTS

The contents of the Canada's Next Top Ad Exec website may be used and reproduced solely for non-commercial, personal or educational purposes provided that it is not modified and that you retain all copyrights and other notices contained in the content. Such information may not otherwise be used, reproduced, broadcast, published or re-disseminated without the prior written permission of McMaster University.

11. REPRODUCTION OF IMAGE AND PERSONAL INFORMATION

Each participant acknowledges that McMaster University, under Freedom of Information and Protection of Privacy Act of Ontario (RSO 1990), Canadian Tire, can use or publish without further consent or compensation each participant's likeness, materials, and city of origin for any purpose, whether each participant was successful in the Competition or otherwise.

12. INTELLECTUAL PROPERTY

The materials located on the Canada's Next Top Ad Exec website are protected by copyright, trademark, and other forms or proprietary rights and are owned or controlled by McMaster University or the party credited as the provider of the information.

13. GOVERNING LAW

This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and Canada where applicable.

14. ENTIRE AGREEMENT

The Competition rules and regulations published on this website constitute the entire agreement between each participant, McMaster University, Canadian Tire, and all of their respective affiliates and agencies, employees, officers, and directors and this agreement supersedes any and all other agreements. No other representations or warranties are made, save for those contained within this Agreement.

15. TERMINATION

McMaster University reserves the right to terminate or modify in any manner the Canada's Next Top Ad Exec Competition and/or any part of the related terms, conditions, and prizes. Such right of termination includes a force majeure arising from fire, flood, any act of God, the Queen or Her enemies (whether foreign or domestic), war (whether or not declared), riot or other civil disturbance, labour dispute, or by any other causes similarly beyond the control of the organizers of the Competition.