

## **CHEVRON SUMMER CINEMA SERIES CONTEST RULES & REGULATIONS**

### **1. How to Enter**

Complete a manual entry form on site at each Chevron Summer Cinema Series event night (9 Tuesday evenings in July and August, 2011, weather permitting) and you will be entered into the **CHEVRON SUMMER CINEMA SERIES contest** (the “**Contest**”)

Chevron Canada Limited (“Chevron”) is referred to in these rules as the “Sponsor”.

Newad Media Inc. **\_NEWAD MEDIA INC.** is referred to in these rules as “Contest Organizer”

### **2. No Purchase Necessary**

No purchase is necessary to enter the Contest.

All manual entry forms must be collected on site at the Chevron tent each Tuesday movie event night and received no later than when the tent is taken down at dusk prior to show time. Only one (1) manual entry form per person per event day will be accepted. Mechanically reproduced entries will not be accepted. Manual entry forms will be subject to verification and will be declared null and void by Newad Media Inc.. Contest Organizer if the manual entry form is found to have been obtained outside legitimate channels of distribution as may be determined by Newad Media Inc. in its sole discretion.

The Sponsor is not responsible for manual entry forms or automatic electronic entries which are lost, late, misdirected, damaged, incomplete, illegible, or are otherwise in any way not entered or eligible for the Contest.

### **3. Contest Period**

The Contest begins every sponsored Tuesday evening in July and August, starting July 5 (weather permitting) concurrent with the times that the Chevron tent is set up on each movie night (times will vary depending on sunset time however Contest Organizer will be on site for 4 hours of activation time each movie night) All entry forms must be received no later than the close of the each Contest period. Any manual entry forms received after the Contest period on any given Tuesday will be declared invalid and will not be eligible for the Prize draw. Each Contest entry is valid only for that Tuesday's Contest, and the Sponsor reserves the right to cancel or not hold the Contest on any day that the Summer Series Cinema Event is not held or postponed due to weather or any other reason.

### **4. Prize Drawing**

Following each movie screening Tuesday night in July and August, starting on July 5, a random draw from all entry forms received within each contest period that day will be conducted at Newad Media Inc.'s Vancouver office to select one (1) entry from entrants. The odds of winning a prize in each Contest draw are dependent upon the total number of eligible entries received during each Contest period.

#### **Prize Details**

There are nine (9) Prizes available to be won, one for each Tuesday in July and August, each Prize consisting of a prize basket valued at approximately \$300.

Prize is not transferable and will be awarded to the confirmed winner only. Prize is not redeemable in cash and must be accepted as awarded. The Sponsors reserves the right to substitute a prize of equivalent or greater value if a prize or prize component cannot be awarded as described for any reason.

5. **Prize Not Transferable and No Substitutions**

Prizes must be accepted as awarded. No cash equivalent or exchange of prize is permitted. All aspects of the prize are non-transferable. The Sponsor reserves the right to make substitution for the prize, which in the opinion of the Sponsor, is of similar kind or value, without prior notice. Any and all expenses, costs and all local, provincial or federal taxes or sales taxes resulting from winning and accepting the prize are the responsibility of the winners.

6. **Notification**

The entrants whose names are drawn will be contacted by telephone using the telephone number noted on the manual entry form. Newad Media Inc. Contest Organizer will only contact selected entrants. Attempts will be made to contact the selected entrant during regular business hours for a period of three (3) business days after the date of each prize draw. If a selected entrant cannot be contacted, fails to respond to any telephone messages left by Newad Media Inc. within this period, or the Prize is refused, then he/she will forfeit any right to the Prize and Newad Media Inc. Sponsor or Contest Organizer may, in their sole discretion, select an alternate winner or withdraw the Prize.

7. **Distribution of Prize**

Selected entrant must claim their prize as directed by Newad Media Inc. by no later than ten (10) business days after the date of the prize draw. If the selected entrant has not claimed the prize within this period, then he/she will forfeit any right to the prize and Newad Media Inc. Contest Organizer may, in its sole discretion, select an alternate winner or withdraw the Prize.

8. **Eligibility**

The contest is only open to residents of British Columbia who have reached the age of nineteen (19) years at the time of entry. Employees of: (a) the Chevron Canada Limited (b) Newad Media Inc. (c) their respective advertising, promotion or service agencies, and (e) any Chevron Canada Limited retailers; and members of their immediate families (spouses, parents, siblings and children and each of their spouses) and persons living in the households of each of these individuals, whether related or not, are not eligible to participate in the Contest.

9. **Entry Forms Property of Sponsor**

All entry forms are the property of the Sponsor and will not be returned for any reason whatsoever.

10. **Contest Rules & Regulations**

By participating in the Contest, the entrants unconditionally agree to be bound by the Contest Rules & Regulations. The entrants further agree to be bound by the decisions of Sponsor regarding the Contest Rules & Regulations or in any way relating to this Contest, as may be determined by the Sponsor or the Contest Organizer in their sole discretion, which will be final and binding in all respects.

11. **Privacy / Use of Personal Information**

All personal information of the entrants collected through the Contest ("**Personal Information**"), including their name and e-mail address is collected for the purposes of administering and promoting this Contest and each entrant consents to such collection and use.

12. **Skill-Testing Question**

Before being declared a prizewinner, a selected entrant must successfully answer, without assistance or mechanical aid, a time-limited mathematical skill-testing question as a condition of receiving a prize.

13. **Disqualification**

The Sponsor reserves the right, in its sole discretion, to disqualify any selected entrant who:

- (a) cannot be reached by Newad Media Inc. by telephone or has not responded to telephone messages left within five (5) business days of the prize draw;
- (b) is unwilling or unable to comply with the Contest Rules & Regulations;
- (c) has not correctly answered the skill-testing questions within the allotted time;
- (d) has not claimed the prize as directed by Newad Media Inc. within ten (10) business days of the prize draw;
- (e) has tampered or attempted to tamper with the entry process or the operation of the Contest;
- (f) has not signed the Declaration, Release and Waiver Form in the form required by Newad Media Inc. within ten (10) business days of the prize draw;
- (g) for any reason whatsoever is unable or does not wish to accept the prize as awarded;
- (h) is not the age of majority in the province in which they reside;
- (i) is not eligible by law; or
- (j) is deemed by the Sponsor or the Contest Organizer, in their sole discretion, to be ineligible, disqualified, or in non compliance for any reason whatsoever.

In all such cases, the selected entrant will forfeit his/her right to the prize without compensation and the Sponsor may, in its sole discretion, select an alternate prizewinner or withdraw the prize.

14. **No Warranty**

Neither the Sponsor nor the Contest Organizer, nor their affiliates, subsidiaries, or suppliers, make any warranty, representation or guarantee, express or implied, in relation to a prize, including without limitation quality, merchantability or fitness for a particular purpose.

15. **Release**

By entering into this Contest, all entrants (including the prizewinners) hereby agree to release, discharge and hold harmless Chevron Canada Limited, its affiliates, subsidiaries, sponsors, suppliers, and advertising, promotion and service agencies involved in this Contest, including all of their respective directors, officers, employees or agents, from any and all loss, harm, liability, claims, damages, causes of action, costs or expense of any kind whatsoever with respect to or arising out of:

- (a) the entrant's participation in the Contest;
- (b) the entrant's participation in any Contest-related activity;

- (c) the entrant's acceptance, use, misuse or any other matter in relation to the prize;
- (d) the distribution of the prize; or
- (e) the administration of the Contest.

**16. Limitations of Liability**

The Sponsor and Contest Organizer are not responsible for and will assume no liability for:

- (a) entry forms which are lost, late, delayed, incomplete, postage due, illegible, damaged, destroyed, irregular, mutilated, forged, garbled, incorrectly addressed, misdirected, mechanically reproduced or are otherwise in any way not entered or eligible for the Contest;
- (b) incorrect or inaccurate information in the entry forms or in relation to the administration of the Contest whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur, including without limitation typographical errors;
- (c) telephone, technical, network, online, electronic or computer failures of any kind regardless of the cause in relation to the administration of the Contest;
- (d) the failure of Newad Media Inc. to notify any selected entrant that their name has been drawn for any reason whatsoever;
- (e) the failure of Newad Media Inc. to receive a selected entrant's response for any reason whatsoever;
- (f) theft or destruction or unauthorized access to, or alteration of, entry forms;
- (g) any error in compiling entry forms;
- (h) any error in awarding prizes;
- (i) any condition caused by events beyond the control of the Sponsor or Newad Media Inc. which disrupts or interferes with the Contest; or
- (j) any other similar events or circumstances whatsoever.

**17. Declaration, Release and Waiver Form**

Prior to being awarded the prize, the selected entrant must sign and return a Declaration, Release and Waiver Form in the form required by Newad Media Inc. or Sponsor and any other documentation required by the Newad Media Inc. or Sponsor, which will include without limitation:

- (a) confirmation of eligibility for the Contest;
- (b) confirmation of compliance with the Contest Rules & Regulations;
- (c) a release of the Sponsor and Contest Organizer and their respective affiliates, subsidiaries, and More Rewards partners and all of their respective directors, officers, employees and agents, from any and all liability for any damage or loss related to, resulting or arising from or in connection with the Prize or the Contest; and

- (d) their consent to the use of their name, city and province of residence, biographical information, likeness, videos, photographs, voice, statements or testimonials in any advertising, promotion and for publicity purposes in connection with this Contest, other promotions and for general news and information purposes, without further compensation or notice

If Newad Media Inc. does not receive the selected entrant's Declaration, Release and Waiver Form prior to or concurrently with the awarding of the prize in accordance with these Contest Rules & Regulations, then such selected entrant forfeit his/her right to the prize and the Sponsor or Contest Organizer may select an alternate prizewinner or withdraw the prize.

**18. Use of Name, Image, etc.**

By acceptance of a Prize, prizewinners consent to the use of their name, city and province of residence, biographical information, likeness, videos, photographs, voice, statements or testimonials in any advertising, promotion and for publicity purposes in connection with this Contest, other promotions and for general news and information purposes, without further compensation or notice.

**19. Costs and Expenses and Taxes**

Prizewinners will be responsible for any and all costs and expenses in connection with the prize, including without limitation any licensing, insurance, transportation, taxes or other charges.

**20. Compliance with Laws**

This Contest is subject to all federal, provincial and municipal laws and regulations. These Contest Rules & Regulations are subject to change without notice in order to comply with any applicable federal, provincial or municipal laws.

**21. Reservation of Right to Terminate**

At any time and without notice, the Sponsor or Contest Organizer may cancel, terminate, modify or suspend this Contest in whole or in part or alter the Contest Rules & Regulations.