

September 18, 2018

Maria Teresa Calderon  
Latin Affaires 9107-3866 Quebec Inc. acting in its capacity as agent for and on behalf of the Ministry of  
Tourism of the Dominican Republic  
2225 rue Ste Catherine Est,  
Montréal QC H2K 2J3

Dear Maria,

**RE: Dominican Republic Contest**

This letter agreement (the “**Agreement**”) sets out the terms and conditions of the promotional contest entitled the “Dominican Republic” contest (the “**Contest**”), co-sponsored by Latin Affaires 9107-3866 Quebec Inc. (the “**Agent**”) acting in its capacity as agent for and on behalf of the Ministry of Tourism of the Dominican Republic (“**Sponsor**”) and Corus Television Limited Partnership by its general partner Corus Television G.P. Inc., its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively “**Corus**”; Agent, Sponsor and Corus each a “**Party**” and together, the “**Parties**”), with effect as of September 7, 2018 (the “**Effective Date**”). For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties and the Parties agree as follows:

**1.1 Contest Rules**

The official Contest rules governing the participation of Contest entrants (the “**Entrants**”) in the Contest (the “**Contest Rules**”), which shall be provided on the Contest microsite (being contained within the website [www.etcanada.com/dominicanrepublic](http://www.etcanada.com/dominicanrepublic) (the “**Contest Website**”)) are attached hereto as Schedule “A”.

**1.2 Specific Responsibilities**

- (a) Corus shall be responsible for the following:
  - (i) Administering the Contest;
  - (ii) Administering the selection of the winning Entrant, including, but not limited to, determining eligibility of, selecting and contacting the winning Entrant; and
  - (iii) Collection, use and disclosure of Entrant Information (as defined below) for the purposes set forth herein.
- (b) Sponsor shall be responsible for the following:
  - (i) Payment of the contest prize which shall consist of the prize designated in the Contest Rules (the “**Contest Prize**”);
  - (ii) Provision of the Contest Prize directly to the Contest winner no later than October 22, 2018; and
  - (iii) Provision of Sponsor’s trademarks together with any other trademarks required to promote and/or advertise the Contest and/or the Contest Prize in electronic format to Corus for inclusion in the promotion of the Contest.

### **1.3 Other Contest Deliverables**

In addition to the responsibilities outlined above, Corus shall provide the following:

- (a) At Sponsor's cost and expense, the design, creation, hosting and maintaining of the Contest Website, to include media banners advertising the Contest and a Contest microsite featuring the Contest entry mechanism and opt-in for the Additional Uses. The Contest Website shall also include Sponsor's logo and a link to the Sponsor's Facebook page <https://www.facebook.com/DominicanRepublicTourismToronto>. The foregoing shall commence September 7, 2018 and continue until October 5, 2018.
- (b) At Sponsor's cost and expense, production and airing of one (1) fifteen second (0:15s) television advertisement and two (2) seven second (0:07s) billboards featuring Sponsor's services and promoting the Contest, the form and content of which shall be agreed upon by the Parties, to be scheduled as agreed to by the Parties in accordance with Corus' standard booking practices and aired on the Global Morning Show and ET Canada starting September 5, 2018 and ending October 5, 2018.

### **1.4 Collection of Entrant Information**

Entrants may enter the Contest electronically on the Contest Website as further described within the Contest Rules. In order to enter the Contest, all Entrants shall be required to complete the entry form and provide the personal information (the "**Entrant Information**") described in Schedule "B" attached hereto.

### **1.5 Use of Entrant Information**

- (a) Entrants will have the option to consent to the additional uses of their Entrant Information either by Corus or Sponsor or both (identified on the Contest Website entry page and as further described in the Contest Rules and section II of Schedule "B" hereto (the "**Additional Uses**")). The Entrant Information collected by Corus from Entrants who do not opt-in to the Additional Uses by the Sponsor will be used by Corus solely to administer the Contest and for Additional Uses by Corus (if Corus has obtained Entrant's consent with regards to such Additional Uses by Corus), and shall not be provided to Sponsor unless Sponsor requires and uses it in connection with and solely for the purpose of the administration of the Contest (and not, for greater certainty, for the Additional Uses).
- (b) The Entrant Information collected by Corus from Entrants who consent to the Additional Uses by the Sponsor will be disclosed to Sponsor, provided Sponsor agrees that it will use the Entrant Information only for those Additional Uses and in accordance with: (i) the terms of this Agreement; (ii) Sponsor's privacy policy found online at <https://www.iubenda.com/privacy-policy/70581949>; and (iii) in accordance with any further consent obtained from Entrants; or (iv) as otherwise permitted or required by law.
- (c) If an Entrant consents to Corus disclosing his/her Entrant Information to Sponsor then any future personal information received by Sponsor will be considered to be collected by Sponsor and Sponsor shall assume all liabilities and responsibilities for collecting, using, disclosing, maintaining and administering such information. Sponsor further agrees that it shall collect, assemble, obtain, hold and use electronic addresses and related information for the purposes identified in this Agreement and in full compliance with *Canada's Anti-Spam Legislation* ("**CASL**") and the *Personal Information Protection and Electronic Documents Act* ("**PIPEDA**"),

including all regulations enacted thereunder from time to time and other applicable data protection and personal information protection laws (collectively the “**Privacy Laws**”). Sponsor is prohibited from sharing and will not share, publish, disclose, transfer or sell any Entrant Information, including without limitation, any electronic addresses and/or e-mail lists containing electronic addresses provided by Corus or collected or obtained by Sponsor for the purpose of this Agreement.

- (d) Sponsor agrees to maintain records of CASL compliance, including but not limited to: (i) sufficient and reliable evidence of the collection of, or other basis for, consent; (ii) the withdrawal of consent; (iii) the inclusion and proper functioning of unsubscribe mechanisms; and (iv) the inclusion of any required disclosures in communications, as applicable. Sponsor further agrees that Corus may, at its expense and upon thirty (30) days prior written notice, appoint its own personnel or an independent third party to inspect, audit and verify that Sponsor’s use of electronic addresses and related information complies with the terms of this Agreement and CASL.
- (e) In connection with this Agreement, Sponsor agrees to promptly notify Corus if: (i) Sponsor is the subject of a complaint or an investigation; (ii) it receives a notice, notification, request, demand, warrant or order relating to any alleged non-compliance with CASL; or (iii) it identifies a process relating to services provided under the Agreement that may be or is non-compliant with CASL.
- (f) If requested by an Entrant, each of the Parties, as applicable, shall correct or delete from its database such Entrant’s Entrant Information. Entrant Information that is no longer required for the purposes set forth herein or for reasonable legal or business purposes shall be immediately destroyed or disposed of by the Parties in accordance with the Privacy Laws.
- (g) The Parties agree that the restrictions set forth herein are reasonable in the commercial circumstances of this Agreement.

## **1.6 Grant of Trademark License and Approval Rights**

- (a) The Parties represent and warrant that they either own or have obtained all necessary permissions, licenses or consents required for the use of: (i) all trademarks, copyrights, logos, trade names, domain names or other intellectual or proprietary property (the “**Intellectual Property**”) provided in connection with the Contest; and (ii) any advertisements or materials provided in connection with the Contest.
- (b) Sponsor grants to Corus a non-exclusive, non-transferable, royalty-free license to use Sponsor’s Intellectual Property, as designated by the Sponsor, during the Contest and solely for the purpose of Corus fulfilling its obligations under this Agreement. All prepared copy or written promotional materials including the Sponsor’s Intellectual Property or related to the Contest prepared by Corus will be submitted to the Sponsor for its prior written approval, such approval to be provided or denied in a timely and commercially reasonable manner. The license granted in this section shall terminate immediately and automatically upon the expiration or termination of this Agreement.

## **1.7 Representations and Warranties**

- (a) Each Party represents and warrants that:
  - (i) It possesses the full power and authority to enter into this Agreement and to perform its

obligations hereunder;

- (ii) It has the unencumbered right to grant to the other Party all of the rights and benefits set out herein;
  - (iii) Its execution of this Agreement and the performance of its obligations hereunder will not violate any laws or regulations, including without limitation, the Privacy Laws nor breach any provisions of the Party's incorporation documents and/or any other agreements by which such Party is bound;
  - (iv) It shall not disparage, bring into disrepute or otherwise directly or indirectly harm the reputation of: (A) the other Party, their products, or their related companies; or (B) the Contest or any element thereof;
  - (v) It shall not disclose, transfer or sell any Entrant Information to any third party nor use any Entrant Information for any purpose other than as set forth in this Agreement, without the consent of the Entrant or as otherwise permitted or required by law; and
  - (vi) It will use best efforts to protect the Entrant Information from unauthorized disclosure or use, and shall install appropriate security measures to ensure such protection.
- (b) In addition to the representations and warranties set out in Section 1.7 (a) above, Sponsor further represents and warrants that in connection with this Agreement, any and all usage of electronic addresses by itself or any usage of electronic addresses that it directs, authorizes, acquiesces in, or participates in, is and will at all times be CASL compliant. Sponsor acknowledges and agrees that it is solely responsible for such CASL compliance.

## **1.8 Indemnity**

Sponsor hereby indemnifies Corus, its parent, subsidiaries, affiliates, successors, assigns, agents and their respective employees, directors, officers and shareholders (together, the "**Releasees**") from and against any and all claims, demands, actions, causes of action, judgments, damages, losses, liabilities, costs or expenses (including, without limitation, interest, penalties and reasonable lawyers' and experts' fees and disbursements) which may be made or brought against any of the Releasees or which any of the Releasees may suffer or incur as a result of, arising out of or relating to:

- (a) any real or alleged violation, contravention or breach of:
  - (i) This Agreement;
  - (ii) The Contest Rules; and/or
  - (iii) The Privacy Laws;
- (b) Sponsor's use, mismanagement or disclosure of any Entrant Information;
- (c) Sponsor's products and/or services; and
- (d) the Contest Prize.

## **1.9 Limitation of Liability**

Under no circumstances shall Corus be liable for special, incidental, punitive, consequential or indirect damages, arising out of or in connection with this Agreement, regardless of the cause of action.

## **1.10 Insurance**

Sponsor will maintain insurance coverage as required by law, as it deems necessary and appropriate and as is common in its industry. Such insurance will not be terminated, canceled or materially modified by Sponsor during the Term. Sponsor, upon request, will provide evidence that such insurance is in full effect.

## **1.11 Term and Termination**

- (a) This Agreement shall commence as of the Effective Date and automatically terminate as of such date upon which the Parties have fulfilled all obligations set out herein unless earlier terminated in accordance with the terms of this Agreement (the “**Term**”).
- (b) Either Party (in its capacity as the non-breaching Party) shall be entitled to immediately terminate this Agreement by giving written notice to the other (in its capacity as the breaching party) upon any of the following events:
  - (i) The breach of a material provision of this Agreement and failure to correct such breach within five (5) business days after receiving written notice from the non-breaching Party, or, if the breach cannot be corrected within five (5) business days, failure of the breaching Party to take steps to correct the breach within five (5) business days;
  - (ii) The breaching party becomes unable to pay its due debts, is the subject of a bankruptcy petition or proceeding, makes an assignment for the benefit of creditors, is named in, or its property is subject to a suit for appointment of a receiver, or is dissolved or liquidated; or
  - (iii) Any representation made in this Agreement by the breaching party is determined to be false or misleading in any material respect.

## **1.12 Acknowledgment of Sponsor**

Sponsor acknowledges that it: (i) has no expectation and has received no assurances that it will obtain any anticipated profits by virtue of this Agreement; and (ii) will not have or acquire by virtue of this Agreement any vested, proprietary or other right in the on-line and/or on-air advertisements produced pursuant to this Agreement.

## **1.13 Independent Contractors**

The Parties acknowledge and agree that they are independent contractors with respect to each other and nothing herein shall be construed as creating an employment or agency relationship, association, or joint venture between the Parties. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, nor to represent the other as agent, employee or in any other capacity.

#### **1.14 Notice**

Any and all notices which either Party shall desire or be required to give to the other shall be in writing and delivered by hand or by courier to the Parties at the addresses set out below (or to such other address and/or contact as any Party may designate by written notice to the other during the Term):

- (a) If to Sponsor, at the address set forth on the first page hereof; and
- (b) If to Corus, at our offices at 25 Dockside Drive, Toronto, Ontario M5A 0B5 to the attention of Shabnam Shahin, Law Department with a copy to the attention of the President and a copy to the General Counsel at [lawdepartment@corusent.com](mailto:lawdepartment@corusent.com).

#### **1.15 Confidentiality**

Each of the Parties agrees to keep confidential any business and financial information it receives from the other Party, including without limitation the terms of this Agreement, regardless of whether such information is designated and/or identified as confidential at the time of disclosure (the “**Confidential Information**”) for the duration of this Agreement and thereafter. The Parties agree that the Confidential Information shall only be made available to those of each Party’s employees, agents and representatives who need to know the Confidential Information for the purposes of evaluating and/or implementing the terms of this Agreement and who agree to be bound by the terms of this provision.

#### **1.16 Entire Agreement**

This Agreement, including all schedules attached hereto, contains the entire agreement between the Parties hereto regarding this matter and supersedes and/or replaces any other agreement whether written or oral regarding this matter.

#### **1.17 No Amendment**

This Agreement may not be amended or modified except by subsequent agreement in writing by duly authorized officers or representatives of the Parties.

#### **1.18 Governing Law**

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

#### **1.19 Assignment**

This Agreement may not be assigned by either Party without the prior written consent of the other Party.

#### **1.20 Severability; Waiver**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any right, power or remedy.

**1.21 Survival**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement (including without limitation any representations, warranties, covenants or indemnities), shall survive the termination or expiration of this Agreement and be binding on the Parties.

**1.22 Counterparts**

This Agreement may be executed by facsimile or reproductive signature and/or in counterparts and any such execution shall be a valid and binding execution hereof.

*[Signature page follows]*

Please signify your acceptance of the foregoing by signing the letter in the space provided below and returning a copy to the Corus Law Department, attention: Shabnam Shahin.

Yours truly,

**CORUS TELEVISION LIMITED PARTNERSHIP BY ITS GENERAL PARTNER CORUS TELEVISION G.P. INC.**

Per: \_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

**Agreed to and accepted as of the Effective Date:**

**LATIN AFFAIRES 9107-3866 QUEBEC INC. acting in its capacity as agent for and on behalf of THE MINISTRY OF TOURISM OF THE DOMINICAN REPUBLIC**

Per: \_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

## Schedule "A"

### **DOMINICAN REPUBLIC CONTEST RULES**

THE DOMINICAN REPUBLIC CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

**1. ELIGIBILITY.** To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Ontario;
- (b) be of the age of majority in the province of Ontario; and
- (c) be legally able to travel to Puerto Plata, Dominican Republic, and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.

Employees of Corus Television Limited Partnership by its general partner Corus Television G.P. Inc., its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively "Corus") and the Ministry of Tourism of the Dominican Republic ("MTDR" together with Corus, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, any person who has been confirmed as a winner of two (2) Corus administered contests within six (6) months preceding the Contest start date indicated below and/or the household members of any of the above are not eligible to enter.

The Sponsors 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 Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2. CONTEST PERIOD.** The Contest begins at 12:00 a.m. Eastern Daylight Time ("EDT") on September 7, 2018 and ends at 5:00 p.m. EDT on October 5, 2018 (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

**3. HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.
  - (i) To enter online, complete and submit the entry form located at [www.etcanada.com/dominicanrepublic](http://www.etcanada.com/dominicanrepublic) (the "Contest Website").
- (b) Limit of one (1) entry per e-mail address, per 24-hour period. In the case of multiple entries, only the first eligible entry will be considered.

- (c) All entries become the sole property of the Sponsors and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.
- (d) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide the Sponsors with proof that they are the authorized account holder of the e-mail address associated with their entry.

#### **4. PRIZE.**

- (a) There is one (1) prize (the "**Prize**") available to be won by the Prize winner (the "**Winner**") consisting of a trip for the Winner and one (1) guest (the "**Guest**") to Puerto Plata, Dominican Republic (the "**Destination**"), which shall include:
  - (i) Round-trip economy airfare for the Winner and Guest leaving together from the same gateway, on the same itinerary, from Toronto Pearson International Airport to the Destination;
  - (ii) Seven (7) nights hotel accommodation at a four (4) star hotel, to be selected by the Sponsors in their sole discretion, at the Destination (the "**Hotel**") for the Winner and Guest based on double occupancy unless otherwise indicated;
  - (iii) Ground transportation for the Winner and Guest between the airport and Hotel; and
  - (iv) An all-Inclusive meal plan while at the Destination, as determined by the Sponsors in their sole discretion.
- (b) The Prize has an approximate value of three thousand Canadian dollars (CDN\$3,000.00). Actual value of Prize will depend on departure city.
- (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) The Sponsors and/or the Sponsors' representatives will contact the Winner to coordinate the provision of the Prize within eight (8) days once such Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

#### **5. PRIZE CONDITIONS.**

- (a) All bookings and/or reservations are subject to availability at time of booking and must be made at least four (4) weeks prior to intended travel date. Blackout dates apply, including but not limited to December 20, 2018 to January 4, 2019, March 11, 2019 to

March 15, 2019, and April 21, 2019. Winner and his/her Guest must be available to travel and participate in the Prize between November 1, 2018 and April 30, 2019. Should Winner and/or Guest be unable to travel/participate on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner.

- (b) Winner and Guest will be responsible for any other expenses not explicitly included in the Prize, including but not limited to transportation to and from originating airport, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes, gratuities, telephone calls, and in-room charges. Winner may be required to present a valid major credit card upon check-in at the hotel to cover any expenses over and above the standard room charge.
- (c) Guest must: (i) be of the age of majority or older in their province or territory of residence; (ii) be legally able to travel to Puerto Plata, Dominican Republic, and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel; and (iii) comply with the Contest Rules and sign and return the Release (described below).
- (d) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of the Prize will be forfeited, have no cash value and the Sponsors shall have no obligation to provide either an alternative or value-in-kind. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- (e) Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

## **6. WINNER SELECTION.**

One (1) Winner shall be selected as follows:

- (a) On or about October 8, 2018 at 5:00 p.m. EDT in Toronto, Ontario, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (b) **THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN OCTOBER 12, 2018 AT 5:00 P.M. EDT AND MUST RESPOND WITHIN TWO (2) BUSINESS DAY OF NOTIFICATION.** Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive the Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a

selected entrant's response.

- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
7. **RELEASE.** Potential Winner and Guest will be required to execute a legal agreement and release ("**Release**") that confirms potential Winner's and Guest's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's and Guest's name, statements, image, likeness, voice, and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
8. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases, indemnifies and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant's participation in the Contest, without limitation.
9. **LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Website.

**10. CONDUCT.** By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Website or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Corus property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsors or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winner and Guest must at all times behave appropriately when taking part in the Prize and observe the Contest Rules and any other rules or regulations in force at the Hotel and/or any other Prize-related locations. The Sponsors reserve the right to remove from the Hotel and/or any other Prize-related locations, any Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest.

**11. PRIVACY / USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, age of majority confirmation, telephone number, and e-mail address (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) By opting-in you consent to Corus’ disclosure of your Personal Information to the Ministry of Tourism of the Dominican Republic so that you may be contacted with the latest MTDR news, updates, promotions, special offers, and exclusive savings. MTDR will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with MTDR’s Privacy Policy at: <https://www.iubenda.com/privacy-policy/70581949>.
- (c) Corus will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with Corus’ Privacy Policy at: <http://www.corusent.com/privacy-policy/>.

**12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

- 13. TERMINATION.** The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 14. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- 15. DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
- 16. SOCIAL MEDIA.** This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, comments or complaints regarding the Contest must be directed to Corus.

## Schedule “B”

### **I: Entrant Information:**

The Entrant Information collected shall consist of the following information:

- E-mail address
- First Name
- Last Name
- Age Range
- Address
- City
- Province
- Postal Code
- Phone Number

### **II: Use of Entrant Information**

Unless otherwise permitted hereunder and only where Entrants have “opted in” for such uses, Entrant Information may be used solely for the following purposes:

1. **Sponsor’s Permitted Use:** Sponsor may use Entrant Information to contact Entrant with the latest MTDR news, updates, promotions, special offers, and exclusive savings.