

## OUTLANDER PREMIERE IN NYC CONTEST RULES

THE OUTLANDER PREMIERE IN NYC CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY (EXCLUDING QUEBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR IN 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 Canada (excluding the province of Quebec);
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry;
- (c) be legally able to travel to the United States and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel;
- (d) have a valid Instagram account at the time of entry that is open to the public (ensure that the “Private Account” option under settings is disabled). You will not be eligible to participate if your Instagram account posts are private; and
- (e) be the sole owner of all right, title and interest (including copyright) in and to the Submission (as defined below) submitted in connection with the Contest.

Employees of Shaw Media Inc. (“**Shaw**”) and Sony Pictures Television Inc. (“**Sony**” and together with Shaw, collectively the “**Parties**”), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, prize providers, any person who has been confirmed as a winner of two (2) Shaw 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 Parties 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 Parties for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Parties 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 9:00 a.m. Eastern Time (“**ET**”) on Tuesday, March 1, 2016 and ends at 12:01 a.m. ET on Sunday, March 20, 2016 (the “**Contest Period**”) after which time the Contest will be closed and no other entries shall be accepted.

**3. HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest and there is no cost to register for an Instagram account. To enter, upload a photo to Instagram of original art you created related to the television program “Outlander” (the “**Submission**”). You must include @showcaseon and the hashtag #outlanderisback in the caption of your uploaded image to

be eligible. No entries will be accepted by any other means.

- (b) By participating in this Contest, each entrant represents and warrants that the Submission:
  - (i) does not contain any material, language or gestures that are libelous, defamatory, indecent, profane, obscene or violent and does not violate any laws relating to hate speech or otherwise;
  - (ii) is original, solely created by the entrant and that no third party participated as an author, co-author or otherwise in the creation of the Submission or any part thereof;
  - (iii) and all right, title and interest (including copyright) therein is owned and/or controlled by the entrant to the full extent necessary to enable the Parties to use the Submission as contemplated by these Contest Rules; and
  - (iv) the Submission does not infringe upon the intellectual property right, proprietary interest or other statutory or common law rights of any third party;
  - (v) does not contain any recognizable logos or any other copyrighted material, unless associated with “Outlander”;
  - (vi) does not contain any mention, endorsement, or “plug” of any commercial product, service, venture or thing, including, without limitation, the name of an entrant’s employer; and
  - (vii) has not been submitted in connection with any other contest and/or promotional campaign.
- (c) Limit of one (1) entry per person during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- (d) All entries, including the Submission, become the sole property of the Parties 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.
- (e) Entries received online shall be deemed to be submitted by the authorized account holder of the Instagram account associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an Instagram account is defined as the natural person to whom the Instagram account is assigned by Instagram and/or an online service provider. Any entrant may be required to provide Shaw with proof that they are the authorized account holder of the Instagram account 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 two (2) to New York, NY (the “**Destination**”) which shall include:
  - (i) Round-trip economy airfare for the Winner and his/her guest (the “**Guest**”) leaving together from the same gateway, on the same itinerary, from a major Canadian airport located near the Winner’s home, as determined by the Parties in their sole discretion, to the Destination;
  - (ii) Three (3) nights hotel accommodation to be selected by the Parties in their sole discretion 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 in the Destination;

- (iv) Daily breakfast; and
  - (v) Two (2) tickets to the season premiere of “Outlander”, taking place on Monday, April 4, 2016 at the American Museum of Natural History (the “Event”), exact time to be determined by the Parties in their sole discretion.
- (b) The Prize has an approximate value of four thousand five hundred Canadian dollars (CDN \$4,500.00). 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 Parties and or representatives of the Parties will contact the Winner to coordinate the provision of the Prize within five (5) days once such Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
  - (e) Winner and his/her Guest must be available to travel and participate in the Prize between April 2 – April 7, 2016, exact dates to be determined by the Parties in their sole discretion. Should Winner and/or Guest be unable to travel and participate on the dates and times designated by the Parties, the Prize will be forfeited and awarded to an alternate winner. Winner and Guest will be responsible for transportation to and from originating airport, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes, gratuities, telephone calls, in-room charges and any other expense not explicitly included in the Prize. 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.
  - (f) Guest must be of the age of majority or older in their province or territory of residence, comply with the Contest Rules and sign and return the Release (described below).
  - (g) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Parties. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Parties shall have no obligation to provide either an alternative or value-in-kind. The Parties reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
  - (h) The Parties shall not assume any liability for lost, damaged or misdirected Prizes.

## **5. WINNER SELECTION.**

One (1) Winner shall be selected as follows:

- (a) On or about March 21, 2016 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 Shaw. 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 COMMENT ON THEIR SUBMISSION OR DIRECT INSTAGRAM MESSAGE NO LATER THAN MARCH 23, 2016 AT 5:00 P.M. ET AND MUST RESPOND WITHIN THREE (3) BUSINESS DAYS 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 a Prize and another entrant may be selected in Shaw's sole discretion until such time as an entrant satisfies the terms set out herein. The Parties are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Parties 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.
6. **RELEASE.** Winner and Guest will be required to execute a legal agreement and release (“**Release**”) that confirms 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 Shaw, Sony, Instagram and their respective parent companies, subsidiaries, affiliates, prize providers 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 Parties in their 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 and the Submission, 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.
7. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases 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) the entrant's 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.
8. **RIGHTS CLEARANCE.** By providing the Submission to Shaw in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Submission and shall grant to the Parties, individually and collectively, a worldwide, gratuitous, irrevocable, and non-exclusive licence to copy, modify, produce, reproduce, display, publish, exhibit,

distribute, convert, adapt, post, serve, broadcast, communicate by telecommunication, transmit and otherwise use or reuse the Submission for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The Parties assume no responsibility for any claims of infringement of rights to copyright, privacy, personality or otherwise, and all such liability shall remain with the entrant. The Parties reserve the right to exclude any Submission on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by the Parties in their sole discretion.

- 9. LIMITATION OF LIABILITY.** The Parties 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 Parties 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 Parties 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 Parties 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 Parties, 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 at [www.showcase.ca/outlandercontest](http://www.showcase.ca/outlandercontest) (the “**Contest Website**”) throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Parties, which shall be final and binding in all respects. The Parties 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 Shaw Media Inc. property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Parties 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 PARTIES 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 studios and/or locations. The Parties and/or a representative of the Parties reserve the right to remove from the hotel, the Event and/or any other Prize-related location, 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 Parties the right but not the

obligation to use his/her name, mailing address, age range, telephone number, e-mail address and Submission (collectively the “**Personal Information**”) for the purpose of administering all or any part of the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants to the Parties 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 Parties may disclose his/her Personal Information to third-party agents and service providers of the Parties in connection with any of the activities listed in (i) and (ii) above.

- (b) Shaw 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 Shaw’s Privacy Policy at: [www.shawmedia.ca/privacy.asp](http://www.shawmedia.ca/privacy.asp).

- 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 Parties 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. SHAW MEDIA is a trademark of Shaw Cablesystems G.P., used under licence.
- 13. TERMINATION.** The Parties 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 Shaw. 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 Shaw 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 or associated with Instagram. Instagram is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Shaw and not Instagram.
- 17. NO ASSOCIATION.** The Contest is in no way sponsored by Sony.