

THE SIMPSONS™ COUCH GAG CONTEST

THE SIMPSONS™ COUCH GAG CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN CANADA 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 THEIR PROVINCE OR TERRITORY OF RESIDENCE 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 to enter 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 the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest; and
 - (d) be legally able to travel to the United States of America and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.

Employees of Shaw Television Limited Partnership (“**Shaw**”) and Twentieth Century Fox Film Corporation (“**Fox**”), and each of their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, judges of the Contest and the household members of any of the above, are not eligible to participate in the Contest.

Shaw 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 Shaw and/or Fox for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Shaw 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.

2. **CONTEST PERIOD.** The Contest begins at 1:00 p.m. Eastern Standard Time (“**EST**”) on Wednesday, December 5, 2012 and ends at 11:59 p.m. EST on Sunday, February 17, 2013 (the “**Contest Period**”). Entrants may enter the contest beginning at 10:00 a.m. EST on Wednesday, December 5, 2012 and ending at 10:00 a.m. EST on Monday, December 24, 2012 (the “**Contest Entry Period**”) after which time the Contest Entry Period will be closed and no further entries shall be accepted. The Finalist selection process begins on or about Monday, December 24, 2012 and ends on or about Monday, January 21, 2013 (the “**Finalist Judging Period**”). Online voting at the Contest Website (as defined below) begins at 10:00 a.m. EST on Tuesday, January 22, 2013 and ends at 11:00 a.m. EST on Monday, February 11, 2013 (the “**Public Voting Period**”) after which time the Public Voting Period will be closed and no further Votes shall be accepted.

3. **HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest. To enter, complete and submit the entry from located at www.globaltv.com/thesimpsons/couchgag (the “**Contest**”

Website”). No entries will be accepted by any other means.

- (b) Each entrant must submit an entry form together with a written submission describing their “Couch Gag” in fifty (50) words or less (the “**Work**”). The Work: (i) must be text only, no illustrations or videos will be accepted; (ii) must utilize all of The Simpsons™ family members (as traditionally represented in the opening sequence Couch Gags); (iii) must not require the use of dialogue or music; and (iv) must be based on conventional 2D animation
- (c) By participating in this Contest, entrant represents and warrants that: (i) the Work is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable Shaw and/or Fox to use the Work as contemplated by these Contest Rules; (ii) the Work does not include any third party trademarks, logos or slogans; (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third party; (iv) the Work does not contain subject matter which is, in the sole discretion of Shaw and/or Fox, sexually explicit, obscene, pornographic, violent, (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, defamatory, libelous, threatening, profane, or harassing; (v) the Work does not include names and/or descriptions of any copyrighted media production (excluding The Simpsons™), including, without limitation, films, books, television programming, etc., or identifying descriptions of any media property; and (vi) the Work does not contain any derogatory references to Shaw, Fox and/or The Simpsons™.
- (d) 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.
- (e) All entries, including the Work, become the sole property of Shaw and Fox and none will 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. No communication or correspondence will be exchanged with entrants except with those selected for a Grand Prize or Finalist Prize.
- (f) 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. Each selected entrant may be required to provide Shaw with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

4. PRIZES.

- (a) **Finalist Prizes.** There are three (3) finalist prizes (“**Finalist Prizes**”) (each, a “**Finalist Prize**”) available to be won by the Contest finalists (“**Finalists**”, each a “**Finalist**”) each consisting of one (1) The Simpsons™ swag bag, exact contents to be determined by Shaw and/or Fox in their sole discretion and a “Simpsonized” sketch (the “**Sketch**”) of

Finalist's likeness. Shaw and Fox will coordinate exact details of the Sketch with Finalists once determined. The Finalist Prizes each have an approximate value of two hundred and fifty dollars (CDN\$250).

- (b) **Grand Prize.** There is one (1) grand prize ("**Grand Prize**") available to be won by the Grand Prize winner ("**Grand Prize Winner**") consisting of a trip for two (2) to Los Angeles, California which shall include:
 - (i) round-trip economy airfare for the Grand Prize Winner and his/her guest (the "**Guest**") leaving together from the same gateway from a Canadian International airport closest to Grand Prize Winner's home (Vancouver, Calgary, Regina, Winnipeg, Toronto, Montreal, Halifax or St. John's) to Los Angeles, California;
 - (ii) three (3) nights hotel accommodation to be selected by Shaw in its sole discretion for the Grand Prize Winner and Guest based on double occupancy;
 - (iii) a visit for Grand Prize Winner and Guest to Film Roman (The Simpsons™ animation studio) in Burbank, California and the opportunity to attend a 'table read' of The Simpsons™ (subject to availability);
 - (iv) an illustration of Grand Prize Winner's Work;
 - (v) Grand Prize Winner's Work will be animated and may also be used in a future episode of The Simpsons™ with a credit as Contest winner; and
 - (vi) five hundred dollars (CDN\$500) in spending money for the Grand Prize Winner.
- (c) The Grand Prize has an approximate value of five thousand dollars (CDN \$5,000). Actual value of Grand Prize will depend on departure city.
- (d) Grand Prize and Finalist Prizes are hereafter collectively referred to as "Prize" or "Prizes". Grand Prize Winner and Finalist Prize winners are hereafter collectively referred to as a "Winner" or "Winners".
- (e) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (f) Prizes will be distributed within ten business days after each Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- (g) Grand Prize Winner and his/her Guest must be available to travel by May 31, 2013 (exact dates and times to be determined by Shaw and Fox). Should Grand Prize Winner and/or his/her Guest be unable to travel on the dates and times designated by Shaw and Fox, the Grand Prize will be forfeited and awarded to an alternate winner. Grand Prize Winner and Guest will be responsible for transportation to and from originating airport, transportation to and from the airport and hotel and all other transportation while participating in the Grand Prize, travel and medical insurance, travel documentation, airport improvement fees, baggage check fees, taxes, gratuities, telephone calls, in-room charges and any other expense not explicitly included in the Prize.

- (h) Guest must comply with the Contest Rules and sign and return the Release (described below).
- (i) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Shaw. Any unused portion of a Prize will be forfeited and have no cash value. Shaw and/or Fox 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.
- (j) Shipped Prizes shall not be insured and Shaw shall not assume any liability for lost, damaged or misdirected Prizes.

5. SEMI-FINALIST AND FINALIST SELECTION.

One hundred (100) semi-finalists will be selected as follows:

- (a) On or about December 27, 2012 in Toronto, Ontario, one hundred entrants will be selected as semi-finalists (the “**Semi-Finalists**”) by Shaw and/or Shaw representatives based on the following criteria: Creativity – 40%, Composition – 20%, Translatability from text to animation – 20% and Overall quality – 20% (the “**Criteria**”). Semi-Finalists will not be notified.

Three (3) Finalists shall be selected as follows:

- (b) On or about January 16, 2013 in Toronto, Ontario, three (3) Semi-Finalists will be selected as Finalists by Shaw and/or Fox representatives (the “**Judges**”) based on the Criteria. The Finalists will progress to the Public Voting Period. Before being declared a Finalist, each selected entrant shall be required to comply with the Contest Rules and sign and return the Release (described below).
- (c) The Judges, in their absolute discretion, shall select the Finalists based upon the above criteria. The decisions of the Judges shall be final and binding and may not be challenged in any way.
- (d) EACH SELECTED FINALIST WILL BE NOTIFIED BY E-MAIL NO LATER THAN THURSDAY, JANUARY 17, 2013 AT 2:00 P.M. EST AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone to the contact number provided in the notification, and the selected entrant’s response must be received by Shaw within two (2) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not advance to the Public Voting portion of the Contest and another entrant may be selected in Shaw’s sole discretion until such time as an entrant satisfies the terms set out herein. Shaw is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for Shaw to receive a selected entrant’s response.

6. GRAND PRIZE WINNER SELECTION

One (1) Grand Prize Winner shall be selected as follows:

- (a) On or about Tuesday, February 12, 2013 in Toronto, Ontario, one (1) Finalist will be

selected as the potential Grand Prize Winner based on the total number of Votes received during the Public Voting Period. The odds of being selected as a potential Grand Prize Winner are dependent upon the number of eligible Votes received. Before being declared the Grand Prize Winner, the selected entrant shall be required to comply with the Contest Rules and sign and return the Release (described below).

- (b) THE SELECTED ENTRANT WILL BE NOTIFIED BY E-MAIL NO LATER THAN TUESDAY, FEBRUARY 13, 2013 AT 5:00 P.M. EST AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone to the contact number provided in the notification, and the selected entrant's response must be received by Shaw within two (2) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, 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. Shaw is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for Shaw to receive a selected entrant's response.
 - (c) In the event of a tie, there will be a random draw amongst the tied Finalists to determine the Grand Prize Winner.
7. **RELEASE.** Each Finalist, Grand Prize Winner and Guest will be required to execute a legal agreement and release ("Release") that confirms each Finalists', Grand Prize Winner's and Guest's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prizes as offered; (iii) release of each of Shaw and Fox 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 Shaw and/or Fox the unrestricted right, in their collective or individual discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Work, Finalists', Grand Prize Winner's and Guest's name, photograph, 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 forms must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Finalist or Grand Prize Winner or the selected entrant will be disqualified and the Prize forfeited.
8. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, 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 acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
9. **RIGHTS CLEARANCE.** By providing the Work to Shaw and/or Fox in connection with the

Contest, each entrant acknowledges and agrees that: (a) Fox is granting entrants a limited, non-exclusive license to use references to The Simpsons™ and the creative assets included therein in connection with, and solely as a part of, the Contest, (b) entrants shall have no right, title or interest in the Work, and (c) any use of the Work other than as permitted by these Contest Rules may constitute copyright infringement. Entrants may not otherwise publish, display, perform or transfer to anyone else the Work nor use it for any purpose outside of this Contest, including without limitation, any commercial purpose. Shaw and/or Fox assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. Shaw and/or Fox reserve the right to exclude any Work 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 Shaw and/or Fox in their sole discretion.

- 10. LIMITATION OF LIABILITY.** Shaw assumes 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. Shaw is 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. Shaw assumes 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. Shaw is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. Shaw is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. Shaw assumes 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 Shaw, 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.
- 11. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website throughout the Contest Period. Entrant further agrees to be bound by the decisions of Shaw, Fox and/or the Judges, which shall be final and binding in all respects. Shaw reserves the right, in its 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; (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 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, SHAW RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.** Grand Prize Winner and Guest must at all times behave appropriately when

taking part in the Grand Prize and observe the Contest Rules and any other rules or regulations in force at the studios and/or any other locations. Shaw and/or Fox reserve the right to remove from the studio and/or any other locations, any Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest.

12. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest, entrant: (i) grants to Shaw and/or Fox the right to use his/her name, mailing address, telephone number, and e-mail address (“**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to Shaw and/or Fox 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 Shaw and/or Fox may disclose his/her Personal Information to third-party agents and service providers of either Shaw or Fox in connection with any of the activities listed in (i) and (ii) above.
- (b) Shaw Media 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 Media’s Privacy Policy at: www.shawmedia.ca/privacy.asp.

13. 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 are owned by Shaw, Fox, 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 trade-mark of Shaw Cablesystems G.P., used under licence.

14. TERMINATION. Shaw reserves the right, in its 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.

15. 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, Shaw in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions 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.

16. LANGUAGE 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.

17. This Contest is in no way sponsored, endorsed or administered by or associated with Facebook and/or Twitter.