

Official Rules – Small World, Big Picture 2009 Question of the Day contest

1. **HOW TO PLAY:** Answer the question of the day broadcast on A channel coverage of Algonquin College's Small World, Big Picture expedition by listening to the items on the air and by visiting the expedition Web site.
2. **CONTEST PERIOD:** The "Small World, Big Picture 2009 Question of the Day contest (the "Contest") begins Monday July 6th, 2009 and ends on Thursday July 30th, 2009 (the "Promotion Period").
3. **ELIGIBILITY:** The Contest is open to legal residents of Canada. Void where prohibited by law. Entrants must be 13 years of age or older on June 29, 2009 (each "Entrant"). If an Entrant is 13 years or older but less than the age of majority in their province or state of residence on June 29, 2009 the Entrant shall be considered an eligible minor ("Eligible Minor").

For Entries submitted on Thursday July 30th 2009 to be eligible, the story must be submitted and posted by no later than 11:59:59 P.M. EDT to be entered into the Contest. Each Entrant who participates in the Contest fully and unconditionally agrees to comply with and abide by these Official Rules and the decisions of Algonquin College (the Sponsor), which shall be final and binding in all respects. The Sponsor's computer servers shall serve as the official clock for all purposes of this Contest.

Individuals who were or are (a) directors, officers, employees or agents of Sponsor or of any representative of Sponsor, or of any of Sponsor's parent, franchisees, subsidiaries, affiliates or agents including Sponsor's advertising, promotion and public relations agencies; (b) individuals engaged in the development, production, distribution or supply of materials or prizes for the Contest; and (c) persons who are or purport to be immediate family (defined as mother, father, sister, brother, daughter, son or spouse) of any person in any of the preceding categories, regardless of where they live, and any persons who reside in the same household, whether related or not, to any person in any of the preceding categories are not eligible to enter the Contest.

4. **HOW TO ENTER:**
 - a. **How to enter:** To enter the Contest, log onto www.algonquincollege.com and click on the SWBP Expedition Africa 2009 button. Click on the "enter contest" button where you will complete and submit your entry form.
 - b. **Entry Guidelines:** By submitting your Entry: (i) you agree that your Entry conforms to the Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that either the Sponsor may remove your Entry and disqualify you from the Contest if it believes, in its sole discretion, that your Entry fails to conform to the Guidelines and Restrictions; and (ii) subject to the foregoing, you consent to the posting of your User Name, your city of residence and story on the Website during the Promotion Period, and, if selected as a Finalist in the Contest pursuant to section 6 hereof, during the

Voting Period (as defined below), and, if selected as the winner of the Contest pursuant to section 6 hereof, for a period of time to be determined by Sponsor in its sole discretion.

Guidelines and Restrictions:

1. Entry must correctly answer one of the questions posed during the contest period.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, IN THE SPONSOR'S DISCRETION. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, edit, use, publicly display the Story in any way, in any and all media, without limitation, and without consideration to the Entrant.

ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

By submitting an Entry, entrants agree that his or her submissions are gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the ideas contained in an Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the entrant. Entrants acknowledge that, by acceptance of his or her submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

By submitting an Entry you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (e) and that publication of the story via various media including Web posting, will not infringe on the rights any third party rights. Any such Entrant will indemnify and hold harmless, Sponsor from any claims to the contrary.

- c. For all Entries: All Entries will be judged by the Sponsor. All Entrants irrevocably and unconditionally agree that all Entries will become the exclusive property of Sponsor, and none will be acknowledged or returned. Should Sponsor be required to limit the number of Entries accepted during the Promotion Period, whether due

to technical reasons, lack of entries or for any other reason, an announcement will be posted on the Website as soon as possible after such election has been made. Entrants waive all rights that they may have under any laws or statutes worldwide that concern "moral rights" or "droit moral" in connection with the Entry, unless prohibited by law. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Entries, which will be considered disqualified.

5. **PRIZE INFORMATION:** One winner per question will be chosen. Each winner will receive:

TBA

PRIZE RESTRICTIONS: Each prize winner is solely responsible for all federal, provincial, and/or local income taxes, sales tax, gift taxes, surcharges, service charges, processing and handling fees, and all other costs incurred in claiming prize(s). Prize transfers are not allowed, except with the express consent of Sponsor (which may be withheld for any reason). The prizes must be accepted as awarded and no substitutions, exchange, or conversion to cash will be made (except at the Sponsor's sole option the Sponsor may substitute a prize having an approximate retail value of no less than the approximate retail value of the prize in question).

GENERAL CONDITIONS:

By participating in this Contest, Entrants agree to be bound by these rules and all decisions of the Sponsor which are final. As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor, and each of its respective affiliates, subsidiaries, retailers, sales representatives, distributors, and each of their officers, directors, employees and agents ("Promotional Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Competition, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

DISQUALIFICATION/FORCE MAJEURE: It is the Entrant's responsibility to ensure that he/she has complied with the conditions contained in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of an email address. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry will be deemed ineligible. No

illegible, incomplete, forged, software generated or other automated entries will be accepted. Entries made by any other individual or any entity, and/or originating at any other mechanism, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Sponsor is not responsible for printing or typographical errors in any Contest-related materials, for stolen, lost, late, misdirected, damaged, incomplete, illegible email; or for transactions processed late or incorrectly due to computer or electronic malfunction. With respect to computer entries, sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Sponsor assumes no responsibility for any damage to an Entrant's or a third party's computer by participating in this Contest (including but not limited to the corruption/loss/destruction of any information/data stored therein). Subject to any governmental approval which may be required, Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify or suspend the Contest in any way, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Contest. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, or any federal, provincial or local government law, order, or regulation, or order of any court or jurisdiction, then Sponsor shall have the right to modify, extend, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will randomly award the prizes from all eligible, non-suspect entries received as of the date of the event giving rise to the termination.

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the Entrant or Sponsor in connection with the Contest shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

ENTRANT'S PERSONAL INFORMATION: Personal information will only be collected, used and disclosed by Sponsor, the Contest Administrator and their respective designees for the purpose of administering the Contest in accordance with these Official Rules. For more information, see Sponsor's Privacy Policy posted on the Website.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official 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 these Official Rules shall prevail, govern and control.

A list of winners will be available on the Website at algonquincollege.com/africa2009.

SPONSORS: Algonquin College.