

“Hilroy- #StartWriting” Contest Official Rules

By participating in the *Hilroy* “#StartWriting” Contest (“Contest”), entrants (and, if eligible minors, their parents or legal guardians) (collectively “Entrant” or “You”) agree to be bound by these Official Rules and the decisions of Wattpad Corp. (“Sponsor”), which are final and binding in all matters.

1. HOW TO ENTER: NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.

To participate in the Contest, you must submit your entry through Wattpad.com (“Website”) during the period beginning at 9:00 am EST on August 3rd, 2021, through 11:59 pm EST on September 7th, 2021 (“Entry Period”). Visit the @*ImproveYourWriting* profile Wattpad.com/user/ImproveYourWriting and follow the instructions on that profile (“Instructions”) on how to submit your story (“Entry”). All Entries must be received by 11:59 p.m. EST on September 7th, 2021 to be eligible. Eligible Entrants may enter as many times as they wish. If you do not already have a Wattpad account, you will be required to create one in order to enter. Creating an account is free. All Website terms and conditions apply. Accounts or Entries generated by script, macro or other automated means will be void. Website’s clock will be the official time-keeping device for the Contest.

All Entries must meet the following criteria:

- Entry must be in English, and your own original work. Entrant must have all rights necessary to post and submit his/her Entry. Entry must not infringe on the intellectual property or other rights of any third party. It is each entrant’s responsibility to ensure that he/she has all necessary rights to submit the Entry and to grant the Promotion Entities (defined below) the rights described in these Official Rules.
- Entrant must not have won any previous awards in contests sponsored by Sponsor, Promotion Entities, or a Promotion Entity affiliate. Entry (or fictional stories that are, in the opinion of the Sponsor, substantially similar to the Entry) must not have been submitted to any other contest, or previously published.
- Entries must be submitted through your Website account in the manner specified on the Contest profile.
- Entries must meet all Instructions specified on the Contest profile (incorporated herein by reference).
- Entries should not contain identifying information (e.g. names, addresses, phone numbers, e-mail addresses or mailing addresses) of any real person, including entrant.
- Entries may not contain material that is obscene, defamatory, libelous, threatening, pornographic, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law. Entries must be appropriate for viewing by the general public; appropriateness will be determined by Sponsor.
- Entries must not disparage the goodwill and business reputation of *Hilroy*.
- Entries must be relevant to the Contest theme.
- Entries must be tagged #StartWriting (#startwriting) to be considered.

Sponsor reserves the right to reject any Entry for any reason.

- 2. ELIGIBILITY:** Open to legal residents of Canada (excluding Quebec), who are at least 13 years of age. Entrants must agree to the terms and conditions of Sponsor’s Terms of Service, a copy of which can be found on the Website. Employees of Sponsor, Prize Provider and their respective parents, affiliates, subsidiaries, and advertising, promotion, and fulfillment agencies, and their immediate family members (spouse and parents, children, siblings and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate in the Contest. Contest is void where prohibited. All applicable federal, state and local laws apply.
- 3. WINNER SELECTION:** The winners will be selected by Sponsor staff panel a panel from all eligible Entries received based equally on creativity and originality (50% / 50%). Ten (10) finalist entries will be sent to Hilroy’s Judging Panel for prize winner selection by September 21st, 2021. Sponsor reserves the right to select fewer than ten (10) finalists if,

in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Judging scores will not be revealed. The decisions of judges are final.

4. **WINNER NOTIFICATION/REQUIREMENTS:** Five (5) potential winners will be selected by Prize Provider's judging panel on or about September 27th, 2021 Sponsor or an agent of Sponsor will attempt to notify the potential winners by email or direct message on Wattpad within 24 hours of selection. Potential winners will be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within one (1) days of date of issuance. If such documents are not returned within the specified time period, winner notification is returned as undeliverable, or a potential winner is not in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, a runner-up may be selected.
5. **PUBLICITY GRANT:** Entry in the Contest constitutes permission for Sponsor and their respective designees to use the Entry, as well as entrant's name, biographical information, and likeness, for advertising and promotional purposes, in any manner, in any and all media now or hereafter devised, worldwide in perpetuity, without further compensation, notification or permission, except where prohibited by law and as otherwise provided herein. The preceding expressly includes, without limitation, any video associated with winning Entry.
6. **PRIZES:** One (1) Grand Prize Winner shall receive: One (1) shout out on the @ImproveYourWriting profile on Wattpad, and one (1) Cash Prize of \$1,000. In addition, four (4) winners shall receive: One (1) shout out on the @ImproveYourWriting profile on Wattpad, and one (1) Hilroy prize pack valued at \$80.81. Provider shall recognize or credit Sponsor as a partner associated with the creation of the submission. Prize Winner will have no approvals over the final messaging or its content. Prize Provider reserves the right to edit, interpret or otherwise make changes to the Prize Winner's Entry as Provider sees fit, in its sole discretion. All other prize details are at Sponsor's sole discretion. All federal, state, local and other taxes are the sole responsibility of the winner.
7. **INTELLECTUAL PROPERTY/USE OF ENTRIES:** Prize Winner grants to Sponsor and its designees the exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the prize-winning Entry in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to entrant. The preceding grant of rights is subject to any rights retained by a social media operator in its social media platform. Entrant further waives any "Moral Rights of Authors" or similar natural rights of ownership he/she may have in the user content. Entrant further agrees, upon Sponsor's request and without compensation of any kind, to execute any additional documents so as to effect, record or perfect the grant of rights contemplated by this subsection.
8. Each participating Entrant hereby represents and warrants that any Entry and other materials and information provided by entrant are original to Entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and do not violate any rules or regulations. If the Entry or information or materials provided by Entrant contain any material or elements that are not owned by Entrant and/or which are subject to the rights of third parties, Entrant represents he or she has obtained, prior to submission of the Entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the Entry and information and materials by Sponsor and Hilroy in the manner set forth in these Official Rules without additional compensation.

Each Entrant represents and warrants that the Entry and materials and information provided do not contain information considered by Entrant or any other third party to be confidential, and that the Entry, Materials, and information provided do not violate any laws or regulations. Entrant agrees that Sponsor has the right to verify the ownership and originality of all Entries. In the event a submission is selected as a winning Entry, and Entrant's ownership, rights and the originality of the Entry cannot be verified to the satisfaction of Sponsor and/or Hilroy or is in any other way ineligible, Hilroy may select an alternate winner based on the same judging criteria.

By participating, Entrants acknowledge that Promotion Entities may be working on or receive other Entries (or Promotion Entities' employees or third party independent contractors may create materials on their own) that are similar or identical in theme, format or other respects to that submitted by entrant. By submitting an Entry, Promotion Entities do not waive any rights to use similar or related ideas previously known to Promotion Entities or developed by its employees, or obtained from sources other than entrant. Promotion Entities shall not have any liability to Entrant for any

direct, indirect, contributory, vicarious, secondary or other infringement or protection of any copyright in or to Entrant's Entry. Promotion Entities are not responsible for any unauthorized use of Entries by third parties.

9. **GENERAL RULES:** In the event of a dispute regarding any Entry, that Entry will be deemed made by the authorized holder of the primary email address associated with the Entry at the time of the Entry submission and such Entrant must comply with these Official Rules. Sponsor, Hilroy and their respective parents, affiliates, subsidiaries, and advertising, promotion, and fulfillment agencies and all of their respective officers, directors, employees, agents and representatives (collectively, "**Released Parties**") are not responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or for errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries or in any Contest-related materials. Released Parties reserve the right at their sole discretion to disqualify any Entrant that tampers or attempts to tamper with the Entry process or the operation of the Contest, mobile application, or website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserve the right to seek damages (including attorneys' fees) and other remedies from any such person and Entrant to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Sponsor reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Contest if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems. Released Parties will have no liability or responsibility for any claim arising in connection with participation in this Contest or the exploitation by a Licensed Party of any Entry. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest.
10. **RELEASE/LIMITATIONS OF LIABILITY:** ENTRANTS HEREBY HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD-PARTY CLAIM ARISING FROM USE OF THE ENTRY. RELEASED PARTIES ARE NOT RESPONSIBLE FOR LOST, LATE, DAMAGED, MISDIRECTED, ILLEGIBLE, INCOMPLETE, DELAYED, INACCURATE, GARBLED, STOLEN OR MUTILATED ENTRIES, OR FOR ANY COMPUTER, ONLINE, TELEPHONE OR TECHNICAL MALFUNCTIONS, DELAYS OR HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF ENTRIES, OR FOR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, OR FOR ENTRIES THAT ARE STOLEN, MISDIRECTED, GARBLED, LOST OR DELAYED BY COMPUTER TRANSMISSIONS, OR IF FOR ANY REASON, THE CONTEST IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES. RELEASED PARTIES ARE NOT RESPONSIBLE FOR INCORRECT OR INACCURATE ENTRY INFORMATION WHETHER CAUSED BY INTERNET USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST OR BY ANY TECHNICAL OR HUMAN ERROR THAT MAY OCCUR IN THE PROCESSING OF THE ENTRIES IN THE CONTEST.
11. **DISPUTES:** This Contest and the rights and obligations of Sponsor and participants will be governed by and controlled by the laws of the Province of Ontario, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the City of Toronto, Ontario. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will Entrant be permitted to obtain attorneys' fees or other legal costs; and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
12. **WINNER'S LIST:** You may request the name of the Prize Winner (available after **September 7th, 2021** by sending a self-address, stamped envelope to Sponsor at the address below for receipt by no later than **December 20th, 2022**.
13. **SPONSOR/ADMINISTRATOR:** Wattpad Corp., 36 Wellington St. East, Toronto, Ontario, M5E 1C7.

14. **Entrant's Personal Information:** Information will be collected and processed by Sponsor. Information collected and held by Sponsor from Entrants is subject to Sponsor's Privacy Policy, which is available at <http://support.wattpad.com/hc/en-us/articles/200774224-Privacy-Policy>.