

# TIFF 2023 Feedback Survey

## (THE “CONTEST”)

**This Contest is open to all Canadian legal residents living in Canada (excluding Quebec residents) and is governed by Canadian law.**

### **1. CONTEST PERIOD:**

The Contest begins on Tuesday, September 19th, 2023 at 5:30pm Eastern Time (ET) and ends Monday, September 25th, 2023 at 11:59pm ET (the “**Contest Period**”).

### **2. ELIGIBILITY:**

The Contest is open to all Canadian legal residents (excluding Quebec residents) who are age of majority or older in their province or territory of residence at the date of entry. The Contest is not open to employees, representatives, or agents (and those who are immediate family members of or domiciled with such persons) of Toronto International Film Festival Inc. (“**TIFF**”), or TIFF’s respective parent companies, subsidiaries, affiliates, distributors, prize suppliers, and advertising/promotion agencies (collectively, the “**Contest Parties**”).

### **3. HOW TO ENTER:**

No purchase necessary. Void where prohibited. To enter the Contest, during the Contest Period, visit via Survey Monkey at <https://www.surveymonkey.com/r/TIFFAudience2023> and fill out the required entry fields with your name and email address (“**Entry**”). Entrants who have submitted their Entry during the Contest Period will be entered into a random draw at the end of the Contest Period for a chance to win either **one (1)**

**TIFF Experience Grand Prize** (as defined below) or **one (1) of five (5) TIFF Experience Prize Packs** (as defined below) ("**Eligible Entry**").

There is a limit of one (1) Entry per person permitted during the Contest Period. For greater certainty, you can only use one (1) email address to enter the Contest. If it is discovered that you have attempted to: (i) submit more than one (1) Entry per person during the Contest Period; or (ii) use more than one (1) email address to enter the Contest, then (in the sole discretion of TIFF) you may be disqualified from the Contest and all of your Entries may be voided. Your Entry will automatically be rejected if the entry form is not fully completed and/or is submitted outside the Contest Period. Use of any automated system to enter or participate in this Contest is prohibited and will automatically result in disqualification.

There will be **one (1) TIFF Experience Grand Prize** and **five (5) TIFF Experience Prize Packs** available to be won.

**The TIFF Experience Grand Prize**, with a total estimated value of CAD\$1000 (the "**TIFF Experience Grand Prize**") consists of:

- A pair of tickets to the Opening Night (CAD\$127.20 x 2 = CAD\$254.40) film of the 2024 Toronto International Film Festival (the "**Festival**")
- A one-year complimentary TIFF membership (CAD\$120.00)
- A pair of subscriptions to the 2023/24 TIFF Secret Movie Club season (CAD\$234.00 x 2 = CAD\$468.00).

Each **TIFF Experience Prize Pack**, with a total estimated value of CAD\$360.00 each (each a "**TIFF Experience Prize Pack**") consists of:

- A pair of tickets to the Opening Night (CAD\$127.20 x 2 = CAD\$254.40) film of the 2024 Toronto International Film Festival (the "**Festival**")
- A 2024 Festival Souvenir Pack consisting of a TIFF Programme Book (CAD\$55.00), tote bag (CAD\$27.12), and coffee mug (CAD\$21.47) (total value: CAD\$103.59)

The TIFF Experience Grand Prize, and the TIFF Experience Prize Pack shall individually and collectively be referred to herein as the "**Prize**").

NO TRANSPORTATION IS INCLUDED WITH THE PRIZE. ALL EXPENSES NOT SPECIFICALLY MENTIONED HEREIN ARE NOT INCLUDED AND ARE SOLELY A

WINNER'S RESPONSIBILITY, INCLUDING BUT NOT LIMITED TO TRANSPORTATION BETWEEN A WINNER'S RESIDENCE AND HOTEL ACCOMMODATIONS (AND OTHER EXPENSES) THAT MAY BE ASSOCIATED WITH THE PRIZE AND/OR ATTENDING ANY ASPECT OF THE PRIZE.

Contest Parties bear no responsibility if any event, element or detail of the Prize, including without limitation any film screening in connection therewith, is canceled, postponed or becomes unavailable for any reason. The winner and their guest shall be subject to all terms and conditions printed on any ticket issued in conjunction with the Prize. In the event the winner and/or guest is denied entry into any ticketed location or is removed or barred from any ticketed location for any other reason, Contest Parties are not responsible and no further compensation or award will be provided.

TIFF does not guarantee any type of meeting or photo opportunity with any special guests or talent that may be involved in the Prize. In the event the winner and/or guest engage in behavior that, as determined by TIFF, in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, TIFF reserves the right to terminate any element of the Prize early, in whole or in part, and send the winner and/or his or her guest home, with no further compensation.

Winner and guest must obey all rules and complete any paperwork required for the Prize, including but not limited to any additional releases, contracts, non-disclosure agreements, waivers required by the TIFF, and failure to sign such paperwork and/or to furnish all required information on dates selected by TIFF in their sole discretion will result in forfeiture of the Prize.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) the Prize must be accepted as awarded and is not transferable or convertible to cash (no substitutions except at TIFF's option); (ii) if the winner does not utilize any part(s) of the Prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place; (iii) TIFF as applicable, reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation but solely at TIFF's

sole discretion, a cash award; (iv) by accepting the Prize, the winner agrees to waive all recourse against the Releasees (as defined below) if the Prize or a component thereof does not prove satisfactory, either in whole or in part. The Prize will only be awarded to the person whose full name and valid email address are associated with the winning account.

#### **4. RANDOM PRIZE DRAW AND WINNER SELECTION:**

A random draw will be held on or about Tuesday, September 26, 2023 (the “**Draw Date**”) in Toronto, Ontario, at approximately at 12:00pm ET. One (1) entrant will be selected from all Eligible Entries. The odds of winning depend on the number of competing Eligible Entries received during the Contest Period.

TIFF or its designated representative will make one (1) attempt to contact the selected entrant by email using the address associated with the selected entrant’s account within two (2) business days of the Draw Date. If the selected entrant cannot be contacted within one (1) attempt or two (2) business days of the Draw Date (whichever occurs first), or there is a return of any notification as undeliverable, then the selected entrant will be disqualified and TIFF reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining Eligible Entries.

Before being declared a winner, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within two (2) business days of notification TIFF’s Declaration and Release form, which (among other things): (i) confirms compliance with these Official Contest Rules (the “**Rules**”); (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors, and assigns (collectively, the “**Releasees**”) from any and all liability in connection with this Contest, the selected entrant’s participation therein, and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction, and/or other use of the selected entrant’s name, address, voice, statements about the Contest, and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by Contest Parties in any manner whatsoever, including print, broadcast, or the internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; and/or (b) fails to return the properly executed Contest documents within the

specified time, then they will forfeit the Prize and TIFF reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining Eligible Entries.

## **5. GENERAL CONDITIONS:**

The Releasees make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE RELEASEES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.

All Entries become the property of TIFF. The Releasees assume no responsibility for lost, delayed, incomplete, incompatible, or misdirected Entries. This Contest is subject to all applicable federal, provincial, and municipal laws. The decisions of TIFF with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.

The Releasees will not be liable for any failure, error, or omission of the website during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment, or software; for the failure of any entry to be received by TIFF for any reason including, but not limited to, technical problems or traffic congestion on the internet or at any website; or for any combination of the above. Further, the Releasees will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.

Entrants agree that the Releasees shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses, or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the

Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession, and/or use or misuse of any prize. Additionally, entrants agree that the Releasees shall not be responsible or liable for transport costs or arrangements, or any additional costs that could be incurred in association with the Prize or attending any aspects in connection therewith.

All Entries are subject to verification. TIFF reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to TIFF) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be TIFF's server machine(s).

TIFF reserves the right to withdraw or amend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond the reasonable control of TIFF that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, TIFF reserves the right to seek remedies and damages to the fullest extent permitted by law. TIFF reserves the right to cancel or suspend this Contest, or to amend these Rules without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

By entering this Contest, each entrant expressly consents (a) to TIFF, their agents and/or representatives, storing, sharing, and using the personal information submitted with their Entry for the purpose of administering the Contest; and (b) to the application of the laws of Ontario and Canada, and to the jurisdiction of the courts of Ontario in the event of dispute.