

Next Wave Survey Contest

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING QUEBEC)
AND IS GOVERNED BY CANADIAN LAW.**

1. CONTEST PERIOD:

The contest begins Tuesday, April 16, 2024 at 10:00 am Eastern Time (ET) and ends Wednesday, May 1, 2024 at 11:59 pm 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 with whom such persons are domiciled) of Toronto International Film Festival Inc. (“**TIFF**” or the “**Sponsor**”) or the Sponsor’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, complete the Next Wave Survey at <https://www.surveymonkey.com/r/nextwave24> during the Contest Period (the “**Entry**”). Entrants who have submitted an Entry during the Contest Period will be entered into a random draw at the end of the Contest Period for a chance to win one (1) pair of tickets to Festival 24' Opening Night Film

There is a limit of one (1) Entry per person permitted during the Contest Period. For greater certainty, you can only use one (1) Instagram account 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) Instagram account to enter the Contest, then (in the sole discretion of the Sponsor) you may be disqualified from the Contest and all of your Entries may be voided. Your Entry will automatically be rejected if it 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.

4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

There will be one (1) Prize available to be won, consisting of two (2) tickets to the Festival 24' Opening Night Film event (the "**Prize**"). The Prize must be accepted as awarded and is not transferable. No substitutions. 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 the Sponsor'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) the Sponsor 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 the Sponsor'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.

5. RANDOM PRIZE DRAW AND WINNER SELECTION:

On or around Thursday, May 2, 2024 (the "**Draw Date**") in Toronto, Ontario, at approximately 12pm 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. The Sponsor or its designated representative will make three (3) attempts to contact the selected entrant by email using the address associated with the selected entrant's account within five (5) business days of the Draw Date. If the selected entrant cannot be contacted within three (3) attempts or five (5) 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 the Sponsor 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 five (5) business days of notification the Sponsor'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 he/she/they will forfeit the Prize and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining Eligible Entries.

6. 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 the Sponsor. 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 the Sponsor 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 the Sponsor 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.

All Entries are subject to verification. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) 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 the Sponsor's server machine(s).

The Sponsor 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 the Sponsor 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, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor 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 the Sponsor, their agents and/or representatives storing, sharing, and using the personal information submitted with

his/her/their Entry for the purpose of administering the Contest; (b) to receive marketing and promotional information from the Contest Parties, unless the entrant indicates otherwise on the entry form, and further agrees that use of such personal information by the Sponsor shall be in accordance with the Sponsor's privacy policy (available at: www.tiff.net); and (c) to the application of the laws of Ontario and Canada, and to the jurisdiction of the courts of Ontario in the event of dispute.