

Schedule "A"

**JERGENS® NATURAL GLOW CONTEST**

THE JERGENS NATURAL GLOW 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 for this Contest, an individual must:

- (a) be a legal resident of Canada;
- (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

Employees of CW Media Inc. ("Canwest") and Kao Brands Canada Inc. (collectively, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsors 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 the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their 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 5:00 p.m. Eastern Daylight Time ("EDT") on Monday, April 19, 2010 and ends at 5:00 p.m. EDT on June 15, 2010 (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

**3. HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below. No entries will be accepted by any other means. Entries must be received each week during the Contest Period (each a "Week") in order to be eligible for a corresponding Weekly Prize (as defined below) as follows:

Week	Begin at 5:00 p.m. EDT in Week 1 and 10:00 a.m. the following Weeks:	Ends at 5:00 p.m. EDT on:
Week 1	April 19, 2010	April 25, 2010
Week 2	April 26, 2010	May 2, 2010

Week 3	May 3, 2010	May 9, 2010
Week 4	May 10, 2010	May 16, 2010
Week 5	May 17, 2010	May 23, 2010
Week 6	May 24, 2010	May 30, 2010
Week 7	May 31, 2010	June 6, 2010
Week 8	June 7, 2010	June 15, 2010

- (i) To enter by mail, clearly print your name, complete mailing address, daytime telephone number and age at time of entry on a plain piece of paper and submit it to the attention of Jergens natural GLOW c/o CW Media Inc. at 370 King Street West, Suite 803, Toronto, Ontario, M5V 1J9. Entrants may wish to include (on a separate piece of paper), a description of their sun exposure confession (maximum of fifty (50) words) and submit it together with their mail in entry. The description is not a requirement of entry and will not increase the entrant's chances of winning.
- (ii) To enter online, complete and submit the entry form located at <http://www.hgtv.ca/contests/jergens> (the "**Contest Website**").
- (b) Each entrant may submit his/her entry form as described above together with one (1) recent colour, high resolution, unaltered photograph of his/her self (maximum photo file size is 2 MB, any photo file accepted)(each, a "**Photo**"), or a short essay explaining entrant's sun exposure confession (maximum of fifty (50) words) (the "**Essay**"), (the Photo and the Essay shall be collectively referred to herein as the "**Work**"). Submission of the Work is not a requirement of entering this Contest and will not increase the entrant's chances of winning.
- (c) By participating in this Contest, entrant represents and warrants that: (i) the Work does not contain any material that is libelous, defamatory, profane or obscene; (ii) 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 the Sponsors to use the Work as contemplated by these Contest Rules; and (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third party.
- (d) Limit of one (1) entry per person per day. In the case of multiple entries, only the first eligible entry will be considered. Entries will be carried over each Week during the Contest Period for the Grand Prize draw. Entries will not be carried over into drawings for subsequent Weekly Prizes.
- (e) All entries including the Work, become the sole property of Canwest 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 Weekly Prize (both defined below).
- (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 the Sponsors with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

#### 4. PRIZES.

- (a) **Grand Prize.** There is one (1) grand prize (the “**Grand Prize**”) available to be won by the Grand Prize winner (the “**Grand Prize Winner**”) consisting of:
  - 1. one (1) gift card redeemable at a major retailer in Canada (at Canwest’s sole discretion) valued at ten thousand dollars (CDN \$10,000); and
  - 2. one (1) gift basket filled with various Jergens® products (selection of products to be determined by the Sponsors in their sole discretion), with approximate value of fifty dollars (CDN \$50)
- (b) The Grand Prize has an approximate value of ten thousand and fifty dollars (CDN \$10,050).
- (c) **Weekly Prize.** There are eight (8) weekly prizes (each, a “**Weekly Prize**”) available to be won by the Weekly Prize winners (each, a “**Weekly Prize Winner**”), each of which consists of:
  - 1. one (1) gift basket filled with Jergens® products (selection of products to be determined by the Sponsors in their sole discretion); and
  - 2. one (1) gift card redeemable at a major retailer in Canada (at Canwest’s sole discretion) valued at five hundred dollars (CDN \$500)
- (d) Each Weekly Prize has an approximate retail value of five hundred and fifty dollars (CDN \$550).
- (e) The Grand Prize and Weekly Prizes are hereafter collectively referred to as “Prizes”. The Grand Prize Winner and Weekly Prize Winners are hereafter collectively referred to as “Winners”.
- (f) Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (g) Prizes will be distributed within thirty (30) days after each Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- (h) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and 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.
- (i) Shipped Prizes shall be insured by Sponsors, but the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

**5. WINNER SELECTION.**

- (a) Eight (8) Weekly Prizes shall be selected as follows:
  - (i) On or about each Draw Date (as described below) at approximately 12:00 p.m. (noon) EDT in Toronto, Ontario one (1) entrant will be selected each Week by a random draw from all eligible entries received during the Contest Period as follows:

<b>Week</b>	<b>Entries received by:</b>	<b>Draw Date (collectively the "Draw Dates"):</b>
Week 1	April 25, 2010	April 26 <sup>th</sup> , 2010
Week 2	May 2, 2010	May 3, 2010
Week 3	May 9, 2010	May 10, 2010
Week 4	May 16, 2010	May 17, 2010
Week 5	May 23, 2010	May 24, 2010
Week 6	May 30, 2010	May 31, 2010
Week 7	June 6, 2010	June 7, 2010
Week 8	June 15, 2010	June 16, 2010

Each entrant shall be eligible to win only one (1) Weekly Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).

- (b) One (1) Grand Prize Winner shall be selected as follows:
  - (i) On or about Thursday, June 17, 2010 in Toronto, Ontario, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. A Weekly Winner may also win the Grand Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (c) EACH SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN TWO (2) BUSINESS DAYS AFTER THE APPLICABLE DRAW DATE AND MUST RESPOND WITHIN TEN (10) 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 the Sponsors within ten (10) 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 the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected

entrant's response.

- (d) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
6. **RELEASE.** Winners will be required to execute a legal agreement and release ("Release") that confirms Winners': (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors 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 Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Work and Winners' 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 must be returned within ten (10) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
7. **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.
8. **RIGHTS CLEARANCE.** By providing the Work to the Sponsors in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive licence to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise (excluding those persons who may have taken the photograph on behalf of the entrant) in the creation of the Work or any part thereof. The entrant further confirms that if he/she submitted a photograph, the photograph contains only an image of him/herself and no other third parties. Sponsors 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. In addition, each entrant represents to Sponsors that the Work do not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors 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 Sponsors in their sole discretion.

- 9. LIMITATION OF LIABILITY.** The Sponsors assume 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. The Sponsors are 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. The Sponsors assume 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. The Sponsors are 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. The Sponsors are 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. The Sponsors assume 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 the Sponsors, 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.
- 10. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available upon request by self-addressed, stamped envelope to CW Media Inc. at 370 King Street West, Toronto, Ontario, M5V 1J9 throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their 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, or the Contest Website; and/or (c) 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, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.
- 11. PRIVACY / USE OF PERSONAL INFORMATION.**

  - (a) By participating in the Contest, entrant: (i) grants to Canwest the right to use his/her name, mailing address, age, 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 Canwest 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 Canwest may disclose his/her Personal

Information to third-party agents and service providers of Canwest in connection with any of the activities listed in (i) and (ii) above.

- (b) By opting-in online you consent to Canwest's disclosure of your Personal Information to Kao Brands Canada Inc. for its use in accordance with its Privacy Policy, including, without limitation, to contact you to promote draws and contests similar to the Contest, promote opportunities to subscribe to newsletters or promotional clubs, and notify you about related products or services.
  - (c) By opting-in online you consent to Canwest's use of your Personal Information to contact you to promote draws and contests similar to the Contest, promote opportunities to subscribe to newsletters or promotional clubs, and notify you about related products or services.
  - (d) The Sponsors 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 the Kao Brands Canada Inc. Privacy Policy at <http://www.jergens.ca/en/privacyPolicy.asp> and/or the CanWest Global Communications Corp. Privacy Policy at: <http://www.canwestglobal.com/privacy.asp>.
- 12. 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 the Sponsors 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. CANWEST MEDIA is a trade-mark of Canwest Global Communications Corp., used under licence.
- 13. TERMINATION.** Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, Sponsors reserve the right, 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.
- 14. 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 the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors 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.
- 15. 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. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.

- 16. FOR RESIDENTS OF QUEBEC.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. Any applicable decision to be made by Canwest affecting the conduct of this Contest is subject to a ruling of the Régie des alcools, des courses et des jeux du Québec.
- 17. NO ASSOCIATION.** Kao Brands Canada Inc. is not in any way associated with the programs owned or operated by CW Media Inc., except as a co-sponsor of the Contest, nor are the producers or distributors of such programs associated in any way with the Contest.

## Schedule “B”

### **I: Entrant Information:**

The Entrant Information collected shall consist of the following information:

- Email address
- First Name
- Last Name
- Age
- Address
- City
- Province
- Postal Code
- Home Phone Number
- Mobile Phone Number\*

\* Means non-mandatory fields

### **II: Use of Entrant Information**

Unless otherwise permitted hereunder and only where online Entrants have “opted in” for such uses, Entrant Information may be used solely for the following purposes:

1. **Canwest’s Permitted Use:** Canwest may use Entrant Information to contact Entrant to: (i) promote draws, interactive features and contests similar to the Contest; (ii) promote opportunities to subscribe to Canwest newsletters and promotional clubs; (iii) notify Entrants about programs and special events; and (iv) automatically enter Entrant into other Canwest-sponsored draws and contests.
2. **Sponsor’s Permitted Use:** Sponsor may use Entrant Information to contact Entrant to: (i) promote draws and contests similar to the Contest; (ii) promote opportunities to subscribe to Sponsor’s newsletters or promotional clubs; (iii) notify Entrant about its products or services; and (iv) any other uses permitted by Sponsor’s Privacy Policy.