

“This Is Silly!” Contest Rules

- 1) **CONTEST PERIOD:** The “*This Is Silly!*” contest (the “Contest”) commences on 9:00 a.m. EST Nov 21, 2010 and ends 5:00 p.m. EST December 31, 2010 (the “Contest Period”). The Contest is brought to you by **Chump Inc.** (the “Contest Sponsor”).
- 2) **ELIGIBILITY:** Contest open to legal residents of Canada (excluding Quebec) that are 18 years of age as of the first day of the Contest Period, with some restrictions. The Contest is not open to individuals associated with the Contest, including the employees, agents or representatives of the Contest Sponsor(s), (including their respective divisions, subsidiaries, affiliates web site providers/webmasters and advertising or promotional agencies) and suppliers providing prizes or other materials or services in connection with the Contest (collectively, the “Excluded Individuals”). This Contest is also not open to the immediate family members of the Excluded Individuals and all other persons with whom the Excluded Individuals reside, and previous winners of any contest run by the Contest Sponsor(s) who have won a prize within the twelve (12) month period immediately preceding the Contest Period.

By entering this Contest, each entrant accepts and agrees to be bound by these official rules and acknowledges that they have read the eligibility requirements and that he/she meets those requirements.

- 3) **HOW TO ENTER: NO PURCHASE NECESSARY.** To enter for a chance to win the Contest, visit the contest website page during the Contest Period at www.thisissillybook.com/events/contests.com. Click on the Contest link, and follow the instructions. You can enter via email or by ballots. You can submit a contest entry form by emailing rsvp@thisissillybook.com and provide your full name, email address and date of birth. You can also complete an entry form and enter it into a ballot box available at Indigo Manulife at 55 Bloor Street on Saturday November 27th or at Narwhal Gallery on Queen street by entering your full name and email (you will later be asked for confirmation that you comply with the age and residency requirements of this Contest).

Entrants may only enter up to a maximum of one entry form during the Contest Period. Entries will not be eligible if sent by any method not specified above or if received after the conclusion of the Contest Period.

- 4) **DRAW:** Once the Contest closes at the end of the Contest Period, eight (8) potential winner will be randomly selected from among all eligible entries upon the the Contest closing date and no later than within five (5) business day of the Contest closing dates. In order to be declared a winner by the Contest judges, a potential winner must be in compliance with these official Contest rules and regulations and, in particular, the following:

2.1 A representative of the Contest Sponsor must be able to reach the potential winner independently, by email within one (1) business days of the date on which the potential winner is contacted by the Contest Sponsor(s). The potential winner is required to respond to the email notification within this 24 hour period. The potential winner shall receive an email confirmation that their email response was received soon after. If a potential winner is unreachable during this 24 hour timeframe, another potential winner shall be selected from the remaining eligible entries and the same procedure noted herein shall be followed. Return of e-mail prize notification as undeliverable may result in disqualification and alternate selection/potential winner may be drawn.

- 2.2. The potential winner must correctly answer, unaided and within a set timeframe, a mathematical skill-testing question administered by the Contest Sponsor or their agent by telephone within twenty four hours after receipt of a potential winner’s email confirming receipt of the email from the Contest Sponsor and by no later than January 10, 2011.

- 2.3 The potential winner (and their guest) must complete, sign and return a standard form declaration and release prepared by the Contest Sponsors within one (1) business day from the date on which the form is sent to the potential winner.

If a potential or declared winner is not in compliance with these official Contest rules and regulations, the Contest judges reserve the right to disqualify such entrant from the Contest and randomly select further entrants from the remaining eligible entries until a winner is finally declared. The Contest Sponsor(s) reserve the right not to award the Grand Prize to any eligible entrant if they are unable to declare a potential winner or a declared winner within a reasonable timeframe, which shall be subject to the Contest Sponsor(s) sole discretion. Entrants will not be individually contacted, except for selected entrants or declared winners, who will be contacted by email.

- 5) **PRIZES:** There are eight Grand Prizes available to be won consisting of the following:
- a. One Limited Edition Gary Taxali Silkscreen Print (approximate retail value (ARV) of \$350.00)
 - b. Wooden Jacob's Ladder (ARV \$4.95)
 - c. Wooden Trapeze Monkey (ARV \$7.95)
 - d. Whirly Man (ARV \$12.95)
 - e. Woodpecker (ARV \$7.95)
 - f. Chalkboard (ARV \$7.95)
 - g. Wooden Staircase (ARV \$12.95)
 - h. This Is Silly! Book (ARV \$19.99)

Odds of winning are dependent upon the number of eligible entries received by all eligible entrants during the Contest Period.

- 6) **PUBLICITY.** The declared winner consents to the Contest Sponsors' use of his/her name, city of residence, photograph, voice, statement and image for any publicity purposes, in all media, without remuneration, throughout the world in perpetuity. Winner's guest must also agree to comply with this section.

GENERAL

- 7) By entering this Contest, entrants agree to be bound by the Official Contest Rules and Regulations and by the decisions of the Contest judges, which shall be final and binding in all matters.
- 8) All entries become the sole property of, and are subject to verification by the Contest Sponsor and in no case shall be returned to sender.
- 9) Any attempt to tamper with the entry process, interfere with these official Contest rules and regulations, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws, and the Contest Sponsor reserves the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future Contest Sponsor contests. In its sole determination, the Contest Sponsor(s) may disqualify any person who acts in violation of the Official Contest rules, or acts in any manner to threaten or abuse or harass any person.

- 10) Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, or uses any device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Contest Sponsor, will be disqualified. All entries become the property of the Contest Sponsor(s) and Contest Sponsor, and none will be acknowledged or returned.

Normal Internet access and usage charges imposed by your online service will apply. Use of computer programs and other automatic means to enter is prohibited.

- 11) The Contest Sponsor assumes no responsibility or liability for: (i) entries lost, stolen, late, delayed, damaged, mutilated, garbled, illegible, incomplete or misdirected (any illegible entries shall be declared null and void); (ii) any problems or technical malfunctions of any telephone network or lines, unavailable network connection, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications (regardless of whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest), human error in the processing of entries in this Contest, computer online systems or servers, computer software problems, traffic congestion on the internet or at any website; and (iii) damage to entrant's or any person's computer or for breaches of privacy due to interference by third party computer "hackers", arising as a result of participating in this Contest. In the event of a dispute as to who submitted an entry, the entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the individual to whom an email address is assigned by the organization that is responsible for the domain. The use of any automated equipment to participate in this Contest is prohibited.
- 12) The Contest Sponsor reserves the right, in their sole discretion, to cancel or substitute any prize or any component of a prize for its cash value or a prize of approximately the same retail value. Prizes are non-transferable, must be accepted as awarded by the Contest Sponsor and cannot be exchanged by a declared winner for cash or other substitutes. The refusal by an entrant to accept any prize releases and forever discharges the Contest Sponsor and their agents of all obligations related to the prize including delivery. The Contest Sponsor shall not be liable in the event weather conditions, event cancellations or other reasons beyond its control prevent a prize or part of a prize from being fulfilled.
- 13) The Contest Sponsor reserves the right, at its sole discretion and without prior notice, to amend, cancel, close, suspend or reinstate this Contest (or any elements of the Grand Prize) at any time and for any reason whatsoever. Should any portion of the Contest, in the opinion of the Contest Sponsor(s) at their sole discretion, be compromised by virus, software defects, non-authorized human intervention or other causes thus corrupting or impairing administration, security, fairness or proper play of this Contest, or submission of entries, the Contest Sponsor(s) may suspend, modify, or terminate the Contest and randomly select potential winners from valid Internet eligible entries received prior to such action and follow the Contest rules and process noted herein.
- 14) If a potential winner is found to be ineligible, declines to accept the prize, or in the event that a prize confirmation or prize is returned undeliverable, the prize will be forfeited and an alternative eligible entrant may be randomly selected from the remaining eligible entries at Contest Sponsor's sole discretion (and in some instances, the Grand Prize may not be awarded to any eligible entrant if one is not found within a reasonable timeframe to award the prize). Potential winners will be required to furnish proof of identification such as a driver's license or social security numbers. Before being declared a winner, a potential winner may be required to sign a declaration and release form confirming understanding, acceptance and compliance with these Contest rules, acceptance of the prize as offered and a release acknowledging the non-responsibility of the Contest Sponsor and its promotion entities

of injuries, accidents, loss or misfortune related to the conduct of the Contest, awarding and use of the prize.

- 15) By entering the Contest, each entrant agrees to abide by these official Contest rules and regulations, which are subject to change without notice to Contest entrants individually, and each entrant releases the Contest Sponsor, their respective parents, affiliates, subsidiaries, directors, officers, employees, representatives, agents and advertising and promotional agencies, from any damage, loss or liability, suffered, including personal injury or property damage, as a result of or arising from the entrant's participation in the Contest or the use of a prize.
- 16) The Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. The Contest and these official Contest rules and regulations shall be exclusively governed by and construed in accordance with the laws of the province of Ontario. Any dispute shall be adjudicated in the courts sitting in Toronto, Ontario.
- 17) The invalidity or unenforceability of any provision of these Official Contest Rules and Regulations shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise enforceable or illegal, these Official Contest Rules and Regulations shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. In particular, Contest Sponsor employees or real estate agents are not authorized to waive, modify or amend any provision or provisions of the Official Contest Rules and Regulations in any manner whatsoever.
- 18) Personal information collected from entrants will be used by the Contest Sponsor for the purpose of administering this Contest. By entering the Contest, entrant consents to the manner of collection, use and disclose of personal information as set out in the Contest Sponsor's privacy policy which is available by contacting us at rsvp@thisissillybook.com.
- 19) In the event of any dispute, all parties agree that the judgment and determination of the Contest Sponsor(s) or their representatives will be final and binding in the awarding of the Grand Prize. In event of a dispute regarding entries received from multiple users having the same e-mail account, the winner will be the authorized account holder of the e-mail account used to enter the Contest. The potential winner may be requested to provide the Contest Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. All entries become the property of the Contest Sponsor and its Affiliate Destinations and will not be returned to entrant.
- 20) The Contest Sponsor: Chump Inc.