

“HOMESENSE Elgin & Winter Garden Theatre Sign Up & Win Prize Draw” Official Prize Draw Rules and Regulations

PRIZE DRAW DESCRIPTION

1. The “HomeSense Elgin & Winter Garden Theatre Sign Up & Win Prize Draw” (the “Prize Draw”) commences at 9:00 am EST on Friday, January 1, 2010 and concludes at 11:59 pm EST on Friday, July 30, 2010 (the “Prize Draw Period”).

ELIGIBILITY

2. This contest is open to residents of Canada (excluding Quebec) who are over the age of majority in their province or territory of residence as of the first day of the prize draw, excluding employees of the Prize Draw Sponsor (namely Winners Merchants International L.P.), its/their parent and affiliated companies, representatives, dealers and agents, contest suppliers and judges, and those with whom they are domiciled. The Prize Draw is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law.

HOW TO ENTER

3. To enter the contest, visit www.homesense.ca (the website); fully complete the e-blast sign up form and correctly fill in the promo code and submit. The promo code is located on the back of the ticket envelope from the Elgin & Winter Garden Theatre. No other form of entry will be eligible. No purchase is required to enter. Only one (1) entry per person/per email. Multiple entries of any kind by the same person will be disqualified.

PRIZE

4. There will be seven (7) monthly prizes awarded, each consisting of a \$250.00 CDN HomeSense gift card which may be used at any HomeSense store in Canada. One (1) qualifying entrant shall be chosen at random per month as described herein below to win the prize. Odds of winning depend on the number of eligible entries received during the Prize Draw Period.

DRAW

5. Within (10) business days of the end of the Prize Draw Period, one (1) entrant will be selected randomly as the potential Prize Draw winner, in a draw to be held in Toronto, Ontario, from all eligible entries received during the applicable contest period.

GENERAL

6. In order to be declared a winner by the Prize Draw judges, a potential winner must be in compliance with these Official Prize Draw Rules and Regulations and, in particular, the following: selected entrant must first correctly answer, unaided, a time-limited, mathematical skill-testing; and may also need to return a signed release of liability and acknowledgment form. A potential or declared winner must be contactable either by telephone or e-mail (depending upon which information has been provided to Sponsor by entrant) within 2 business days of the date on which the potential declared winner entry was selected. Prize Draw judges' rulings are final and without appeal in all matters related to the promotion and the awarding of prizes.

7. If a potential or declared winner is not in compliance with these official Prize Draw rules and regulations, the Prize Draw judges reserve the right to disqualify such entrant from the Prize Draw and randomly select further entrants from the remaining eligible entries until a winner is finally declared.

8. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the rules may be disqualified by the Prize Draw sponsor. Prize Draw Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical or other production errors. Prize Draw Sponsor is/are not responsible for any errors or omissions in printing or advertising this contest. All entries become the

property of the contest sponsors and will not be returned.

9. Prize Draw Sponsor is/are collecting personal data about entrants for the purpose of administering this Prize Draw. No further informational or marketing communications will be received by entrants unless entrants provide Prize Draw Sponsor with explicit permission to do so as indicated on the entry form. Please see HomeSense' Privacy Policy at www.homesense.ca for information on its policy towards maintaining the privacy and security of your information.

10. By entering this Prize Draw, entrants release and hold harmless the Prize Draw Sponsor, its/their advertising and promotional agencies and the contest judge(s), their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively the "Releasees") from any liability in connection with this Prize Draw or, if declared a winner, the prize(s). Before being declared a winner, entrants may be required to sign and return, within a stipulated period of time, a Declaration of Compliance with the Prize Draw rules and a full Liability and Publicity Release. By accepting a prize, the winner's consent to the use of their name, place of residence, voice, statements, photographs or other likenesses for publicity, advertising or informational purposes in any medium or format without further compensation or notice.

11. This Prize Draw will be run in accordance with these rules, subject to amendment by Prize Draw Sponsor. Contestants must comply with these rules, and will be deemed to have received and understood the rules by participating in the Prize Draw. The terms of this Prize Draw, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein.

12. a) The Prize Draw Sponsor assumes no responsibility for failure of the Internet or the Website during the promotional period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Prize Draw Sponsor reserves the right, in its/their sole discretion, to cancel or suspend the email portion of this contest should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the contest. Any attempt to deliberately damage any web site or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws. Should such an attempt be made, contest sponsor(s) reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

b) If the identity of an entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this contest will be the Prize Draw's server machine(s).