

#MyHomeSense CONTEST

OFFICIAL CONTEST RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The #MyHomeSense contest (the "**Contest**") begins March 3, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on April 13, 2016 at 11:59:59 p.m. ET (the "**Contest Period**"). The Contest is run by Winners Merchants International L.P. (the "**Sponsor**"). For the purposes of the Contest, the "**Contest Group**" is composed of the Sponsor, together with its respective affiliates and related companies, including without limitation their parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and their respective officers, directors, employees, agents, and other representatives.

2. ELIGIBILITY

The Contest is open to legal residents of Canada who are thirteen (13) years of age or older as of the date of entry. Excluded from eligibility are officers, directors, employees, agents and representatives of the Contest Group, any independent contest judging organization, each of their respective parent, affiliated and related companies, agencies, suppliers of the materials and services related to this Contest, and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

3. HOW TO ENTER

NO PURCHASE NECESSARY. Internet access and Facebook, or a **public** Twitter or Instagram account required. Online entry through Facebook, Twitter or Instagram only; no other means of submission will be accepted.

To enter the Contest, like HomeSense on Facebook and/or follow @HOMESENSE on Twitter and/or @HOMESENSECANADA on Instagram. Facebook, Twitter and Instagram are collectively referred to as the "**Contest Website**". Then, post a photo to Facebook, Twitter and/or Instagram of your great find at HomeSense that meets the Submissions Guidelines and the Criteria (both as defined below), provided your Twitter or Instagram account are publicly viewable, and/or on Facebook, the post is set to be viewable by the "Public" in the post's privacy settings, and on all three platforms, the post includes the hashtag #MyHomeSense or #MonHomeSense (each, an "**Entry**", and collectively the "**Entries**").

Limit: One (1) Entry per person, per method of entry during any Thursday-Wednesday period (a "**Week**"). Any attempt to exceed the limit on Entries is a violation of these Official Contest Rules and may result in disqualification. Each Entry must be submitted separately by the entrant him or herself. Use of automated devices to enter is prohibited; automated entries (including but

not limited to entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification.

All Entries must meet the following submissions guidelines (the “**Submissions Guidelines**”):

- a. The Entry must not defame, misrepresent or contain disparaging remarks about Sponsor or any of its products, or other people, products or companies or communicate messages inconsistent with the positive images and/or goodwill associated with the Sponsor, as determined by Sponsor in its sole discretion.
- b. The Entry must be suitable for family audiences, including without limitation for display and publication on packaging and national television, as determined by Sponsor in its sole discretion.
- c. The Entry must not contain any content that is or contains: unlawful behaviour, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable, as determined by Sponsor in its sole discretion.
- d. The Entry must not infringe on the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased.

By submitting an Entry, you warrant and represent that: (i) the Entry is your original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright; (ii) the Entry has not been previously published; (iii) the Entry does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (iv) all individuals appearing the Entry have granted to you an irrevocable, royalty-free, worldwide license in perpetuity to publish or otherwise use their likeness in the Entry in any manner and media whether now known or hereafter devised including, without limitation, on the Contest Website; and, (v) that the Entry complies with the Submissions Guidelines. You agree to indemnify and hold harmless Sponsor from any claims to the contrary.

By entering, you agree as follows: (i) you acknowledge that your Entry may be posted by Sponsor on the Contest Website or used in Sponsor’s promotional e-mails, in Sponsor’s sole discretion but without obligation; (ii) you have the right and authority to, and do hereby, grant to Sponsor an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the Entry on the Contest Website or in Sponsor’s promotional e-mails; (iii) you waive any and all moral rights that you may have in and to the Entry with respect to the uses contemplated herein; and, (iv) you agree to release and hold harmless Sponsor from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to Sponsor’s use of the Entry.

4. HOW TO WIN

On the second business day following each Week, at 11:00 a.m. ET at 60 Standish Court in Mississauga, Ontario, Sponsor will select one (1) eligible Entry received during the previous Week as eligible to win the applicable prize, based on the Entry that best reflects the following criteria (the “**Criteria**”): Description or Depiction of Value (50%) and Style (50%).

In the event of a tie, the entrant who submits the Entry that best reflects the Style category of the Criteria will be selected as the potential winner. If a tie still remains after this process, one Entry will be randomly selected from among eligible Entries.

Entries received during each Week will not be carried forward for entry into subsequent Weeks, with the exception of the final Week where all Entries received will be eligible to win the Grand Prize. See Prize Claim Conditions in Rule 5 and Prizes in Rule 6 below for more information. Chance of being selected as eligible to win a prize depends on the total number of eligible entries received during the applicable Week and entrant’s skill in meeting the Criteria.

5. PRIZE CLAIM CONDITIONS

Selected entrants will be notified by Facebook private message, Twitter direct message or on the Instagram Entry (as applicable) within approximately forty-eight (48) hours of the applicable draw.

In order to be declared a winner, selected entrants must: (i) respond to notification of selection within three (3) business days of first attempt by Sponsor; (ii) correctly answer a time-limited mathematical skill-testing question to be administered by telephone or email at a mutually convenient time; (iii) sign and return to Sponsor within the stated time period a written declaration and release form, releasing the Sponsor, the independent contest judging organization, their respective parent, related and affiliated companies, advertising and promotional agencies, and all of their respective directors, officers, owners, partners, shareholders, employees, agents, representatives, successors and assigns from any liability in connection with this Contest or the use or misuse or possession of any prize, or the merchandise for which it is redeemed (the “**Release**”); and, (iv) otherwise comply with these Official Contest Rules. In the event that a potential winner is below the age of majority in his or her jurisdiction of residence, Sponsor may require the potential winner’s parent or legal guardian to ratify the potential winner’s Release.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within three (3) business days of first attempt by Sponsor or Sponsor’s agent, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Contest Rules may result in disqualification, forfeiture of the prize and, at Sponsor’s sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Contest Rules, who will be subject to disqualification in the same manner.

6. PRIZES

There are a total of six (6) prizes to be won (each a “Prize” and collectively, the “Prizes”):

- **For each of the first five Weeks:** one (1) \$250 gift card redeemable at Winners, HomeSense and Marshalls retail locations in Canada (each, a “Weekly Prize”) is available to be won; and
- **For the Final Week (Grand Prize):** one (1) \$1000 gift card redeemable at Winners, HomeSense and Marshalls retail locations in Canada (the “Grand Prize”).

The number of prizes available will diminish as prizes are awarded.

Prizes will be awarded only to verified winners in Canada. Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Sponsor will not replace any lost or stolen prizes. Gift cards subject to terms and conditions. Any other taxes, costs or expenses associated with the prizes not specified herein will be the responsibility of selected winners.

7. PERSONAL INFORMATION

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming contests and promotions. The Contest Website is hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <http://www.homesense.ca/en/privacy>

8. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

Sponsor reserves the right, subject to the approval of the *Régie des alcools, des courses et des jeux* (the “Régie”) with respect to residents of Quebec, to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the

administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion and subject only to the approval of the Régie in Quebec, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the Prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

9. GENERAL CONDITIONS

Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Contest Rules. Decisions of Sponsor and/or any independent contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Contest Rules is determined to be invalid or otherwise unenforceable, then the Official Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Website, violates the Official Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the Twitter and/or Instagram account used to enter the Contest will be deemed to be the entrant. The "authorized account holder" is the natural person assigned by Twitter or Instagram the account associated with the Entry. The potential winner may be required to show proof of being the authorized account holder.

10. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE CONTEST GROUP (COLLECTIVELY, THE "**RELEASEES**") HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM A PRIZE, INCLUDING THE

ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED. FURTHER BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Releasees, and any of Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest 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 processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

11. QUEBEC RESIDENTS ONLY

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.