

**INDIGO BOOKS & MUSIC INC. SURVEY CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE AN  
ENTRANT'S CHANCES OF WINNING THE CONTEST.**

**OPEN ONLY TO LEGAL RESIDENTS OF CANADA WHO, AS OF TIME OF ENTRY, ARE AT  
LEAST 18 YEARS OLD OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF  
RESIDENCE, WHICHEVER IS OLDER.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Indigo Books & Music Inc. Survey Contest ("Contest") is sponsored by Indigo Books & Music Inc., 468 King Street, West Toronto, ON, Canada, M5V 1L8 ("Sponsor") and is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI, USA 48033 ("Administrator").

- 1. CONTEST PERIOD:** The Contest will start on September 1, 2015 at 12:00 AM (midnight) ET and end on August 31, 2016 at 11:59:59 PM ET ("Contest Period"). During the Contest Period, there will be twelve (12) "Contest Draw Periods" as set forth below:

<b>Contest Draw Period</b>	<b>Start Date (as of 12:00 AM ET that day)</b>	<b>End Date (as of 11:59:59 PM ET that day)</b>	<b>Random Drawing Date (on or about)</b>	<b>Winner Notification Date (on or about)</b>
1	September 1, 2015	September 30, 2015	October 9, 2015	October 20, 2015
2	October 1, 2015	October 31, 2015	November 11, 2015	November 20, 2015
3	November 1, 2015	November 30, 2015	December 9, 2015	December 18, 2015
4	December 1, 2015	December 31, 2015	January 12, 2016	January 21, 2016
5	January 1, 2016	January 31, 2016	February 10, 2016	February 19, 2016
6	February 1, 2016	February 28, 2016	March 10, 2016	March 19, 2016
7	March 1, 2016	March 31, 2016	April 9, 2016	April 20, 2016
8	April 1, 2016	April 30, 2016	May 11, 2016	May 20, 2016
9	May 1, 2016	May 31, 2016	June 9, 2016	June 18, 2016
10	June 1, 2016	June 30, 2016	July 9, 2016	July 20, 2016
11	July 1, 2016	July 31, 2016	August 11, 2016	August 20, 2016
12	August 1, 2016	August 31, 2016*	September 10, 2016	September 21, 2016

**\*Purchase must be made in-store by August 31, 2016, but customers have until September 7, 2016 to complete the survey.** Administrator's clock is the official clock of the Contest.

- 2. ELIGIBILITY:** The Contest is open to legal residents of Canada who are 18 years of age, or the age of majority in his/her province or territory of residence, whichever is older, at the time of entry. Employees of Sponsor, Administrator, ForeSee Results, Inc., and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, Contest and production agencies, agents (collectively "Contest Entities") and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Contest. Void outside of Canada and where prohibited or restricted by law. Participation

constitutes Entrant's full and unconditional agreement to these Official Rules as well as Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Contest is subject to all applicable federal, provincial, territorial, and local laws and regulations.

**3. HOW TO ENTER:** There are two (2) ways to enter the Contest:

**A. Entry Method 1.** Upon completing a purchase at a participating Indigo Books & Music Inc. ("Indigo") retail store, the customer will receive an invitation to participate in a survey (the "Survey"). This invitation will be printed on the Indigo receipt. During the Contest Period, the customer must log on to the URL printed on the receipt and complete the Survey within seven (7) calendar days from the date of purchase. After completing the Survey the customer will be asked if he/she wishes to participate in the Contest. If the customer meets the eligibility requirements set forth in Section 2, he/she must then enter the requested required information including, but not limited to: his/her complete first and last name, valid e-mail address, complete street mailing address (no PO Boxes allowed), City, Province/Territory, Postal Code, telephone number and birthday. After submitting this information, the entrant will receive one (1) entry into the applicable Contest Draw Period that coincides with the entry date. Limit one (1) entry per receipt. **Purchase must be made in-store by August 31, 2016, but customers have until September 7, 2016 to complete the survey.**

**B. Entry Method 2.** This entry method is for individuals who have not made a purchase, and/or do not wish to complete the Survey. Under this method of entry, the individual may visit <https://survey.foreseeresults.com/store/controller?id=7377985b&locale=en&flow=SS> and follow the same steps as outlined above in Section 3a, including providing the registration information requested.

**C.** The entry date will be the date that the Entrant either completes the survey or enters by the alternative method of entry and is thereby entered into the Contest, not the date of the receipt. Regardless of method of entry, an entrant may only receive one (1) entry per calendar day during the Contest Period. A "calendar day" is defined as starting at 12:00:00 A.M. Eastern Time and ending at 11:59:59 P.M. Eastern Time of that day. Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected, in Sponsor's sole discretion, that an entrant has registered or attempted to register more than once using multiple e-mail address or identities, all of that entrant's Entries will be declared null and void and any prize he/she might have been entitled to will not be awarded.

**4. RANDOM DRAWING AND ODDS OF WINNING:** On or about the Random Drawing Dates described in Section 1, Administrator will randomly select one (1) potential Winner from among all eligible entries received during the applicable Contest Draw Period. The odds of being selected as a potential Winner depend upon the number of eligible entries received during each Contest Draw Period, as entries will not carry forward to a subsequent Contest Draw Period. Limit one (1) Prize per person during the Contest Period.

**5. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

**A. Prizes (12).** One (1) Winner from each Contest Draw Period will receive a CDN\$500

Indigo Gift Card which is accepted at participating Indigo, Chapters, Coles Smithbooks, Indigospirit, The Book Company and The World's Biggest Bookstore retail locations and online at [www.indigo.ca](http://www.indigo.ca). Each gift card is subject to the terms and conditions set forth on the gift card. Each gift card is redeemable for merchandise only and will not be redeemed or exchanged for cash, except where required by law. A gift card will not be replaced or replenished if it is lost, stolen, damaged, destroyed or used without your permission and will be voided if altered or defaced.

**B. ARV.** ARV of all available prizes in the Contest is CDN\$ 6,000.

- 6. HOW TO CLAIM A PRIZE:** Potential Winners will be notified by e-mail using the contact information provided at the time of entry on or about the Winner Notification Date described in Section 1. Potential Winners will be required to answer a mathematical skill testing question without the assistance of any person or device. If a selected potential Winner fails to correctly answer the question, he/she will be disqualified and another Entrant may be randomly chosen as a potential Winner. If a potential Winner is ineligible for any reason, does not respond to the Prize Notification within ten (10) days, refuses the Prize, or if Prize Notification or the Prize are returned to Sponsor as undeliverable, then the potential Winner will be disqualified and an alternate Winner may be selected.

Prizes are non-transferrable and non-substitutable, except by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar Prize of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of the Prize(s) are the sole responsibility of Winner(s). Sponsor will ship the Prize directly to the Winner within approximately 6 – 8 weeks from Winner verification.

In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more Winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the Winners.

- 7. CONDITIONS:** By entering the Contest, each Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators (a) to release and hold harmless Contest Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of the Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, the use by Released Parties of such name, comments, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest in Sponsor's sole discretion.

Each Entrant must be the authorized account holder of a valid e-mail account. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, non-deliverable for any reason, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an Entrant, the authorized account holder of the e-mail address or phone number used to enter will be deemed to be the Entrant. "Authorized account holder" is defined as the person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry constitutes permission (except where prohibited by law) to use Entrant's name, comments, city, province/territory, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

- 8. LIMITATIONS OF LIABILITY:** The Contest Entities shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified.

IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR ANY OTHER WEBSITE ASSOCIATED WITH THIS CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any Contest Entities in connection with the Contest; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Contest Entities from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the entrant's Entry, participation or inability to participate in the Contest, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction,

negligence or willful misconduct in connection with the use the Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Contest Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Websites or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Contest Entities or by an entrant, (j) interruption or inability to access the Contest, the Website or any other Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Contest Entities, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (p) the collection, use and/or sharing of entrant's personally identifiable information by Sponsor or its designees or (q) the negligence or willful misconduct by entrant.

- 9. DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE PROVINCE OF ONTARIO. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN THE PROVINCE OF ONTARIO. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE PROVINCE OF ONTARIO. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE STATUTE OF LIMITATIONS FOR ASSERTING ANY CLAIMS SHALL BE A PERIOD OF ONE YEAR FROM THE END DATE OF THE CONTEST PERIOD. ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.**

**FOR QUEBEC RESIDENTS ONLY: ANY DISPUTE RESPECTING THE CONDUCT OR ORGANIZATION OF A PUBLICITY CONTEST MAY BE SUBMITTED TO THE RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX DU QUEBEC FOR A RULING. ANY LITIGATION RESPECTING THE AWARDING OF A PRIZE MAYBE SUBMITTED TO THE RÉGIE ONLY FOR THE SOLE PURPOSE OF HELPING THE PARTIES REACH A SETTLEMENT.**

- 10. PRIVACY POLICY:** Each entrant agrees that personal data, including, but not limited to, name, mailing address, telephone number and e-mail address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Contest. Further, this data may also be used by Sponsor to verify a potential Winner's identity, postal address and telephone number in the event such entrant has been selected as a potential Winner, as well as to deliver the applicable Prize, in accordance with the Sponsor's Privacy Policy found at [www.chapters.indigo.ca/Privacy-Policy/priv-art.html](http://www.chapters.indigo.ca/Privacy-Policy/priv-art.html). If an entrant does not provide the required data when requested, that entry will not be eligible for any Prize. Each entrant expressly consents to the Sponsor and the Administrator storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Sweepstakes. Personal information may be transferred and stored for these purposes in jurisdictions outside of Canada, including the United States.
- 11. GENERAL:** Sponsor reserves the right to permanently disqualify from any Contest any person it believes has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules.

Sponsor reserves the right to cancel, modify, or suspend the Contest or any element thereof, subject to approval of the Régie des alcools, des courses et des jeux in Quebec (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Sponsor may prohibit any Entrant or potential Entrant from participating in the Contest, if such Entrant or potential Entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Sponsor, or Sponsor's agents or representatives, including but not limited to the Contest Entities; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion).

- 12. WINNERS LISTS:** For a list of all Winners in the Contest, interested parties should send a self-addressed, stamped business size envelope to: Indigo Books & Music Inc. Survey Contest, PO Box 251328, West Bloomfield, MI, USA 48033. Requests must be received by September 30, 2016.