

“CARTE BLANCHE FOR CREATIVES” CONTEST

(Hereinafter, the “Contest”)

Contest rules

1. The Contest begins on March 20, 2017 at noon (Eastern Standard Time for participants from the Quebec market and the Toronto market and Pacific Standard Time for participants from the Western Canada market) and ends on May 4th, 2017 at 17h00 (Eastern Standard Time for participants from the Quebec market and the Toronto market and Pacific Standard Time for participants from the Western Canada market (Vancouver, Calgary and Edmonton)). It is held by Astral Media Outdoor, L.P. (the “**Organizer**”).

Eligibility

2. The Contest is open exclusively to creatives in advertising agencies (artistic director, copywriter, graphic designer or other members of the creative team of the agency) (“**Agency**”) or to creatives within a company having creative/graphic designers’ teams internally (“**Non-Agencies**”) (the Agency and Non-Agencies are hereinafter collectively referred as “**Company**”), of at least 18 years of age and working either (i) within a Company in Québec, Toronto or Western Canada or (ii) as freelancers associated with a Company (in both cases, the “**Creatives**”). The Creatives are invited to register on the carteblancheauxcreatifs.ca or carteblancheforcreatives.ca websites (collectively, the “**Website**”) for the purpose of submitting an entry for the market of the Company to which the Creative is associated.
3. Registering allows participation in the Contest, commenting on submitted entries, submitting an entry, participating in debates during periods of deliberation and voting.

How to enter

4. The Creative must fill out the electronic registration form (the “**Form**”). The submission of the Form will be subject to the Creative having read and agreed to these Contest rules and, if he or she submits an entry, to having filled out, signed and have signed by a duly authorised representative of the Company he or she works for or is associated with as a freelancer, as well as by an authorized representative of the Client (as defined in 5.2), the *Statement of consent, authorization and release in connection with the submitted poster* (the “**Statement**”). The Organizer shall be entitled to verify the accuracy of all information contained in the Form or the Statement. A Creative having filled out the Form and the Statement (the “**Entrant**”) could be disqualified if the Statement is incomplete or contains erroneous information. Once the entry has been completed and accepted, the Entrant shall be able to do the operations reserved to persons having such status, as further detailed hereafter.

Eligibility criteria for entries

5. By submitting an entry to the Contest, the Entrant declares that his or her entry meets the following criteria :
 - 5.1. The entry must be an original work in accordance with the meaning of such terms in the *Copyright Act*. The Organizer reserves the right to require, at any time, that the Entrant signs representations and warranties to that effect within the prescribed time, failing which, the entry will be removed from the Contest, without any further notice or delay;
 - 5.2. The entry must have been created by the Entrant for a client of the Agency he or she works for or is associated with as a freelancer or for the Non-Agency he or she works (the “**Client**”). An Entrant who partnered with someone to create the submitted entry must indicate this when submitting, in accordance with sections 4 and 5.4;

- 5.3.** The entry must have been created solely for the purposes of this Contest. It must never have been used in any media whatsoever and must not be used as such before the end of the special evening where the winners are to be unveiled between May 15 2017 and June 2, 2017;
- 5.4.** The Entrant must have obtained the authorization of the Company, the Client and his creative partner, if so identified on the Form, to submit the entry (see procedure below detailed in sections 6 and 7);
- 5.5.** The Organizer reserves the right to reject any submitted entries that it deems inappropriate or that contains any unacceptable depictions or portrayals. Accordingly, submitted advertisements must not:
- a) condone any form of personal discrimination, including that based upon race, national origin, religion, sex or age;
 - b) appear in a realistic manner to exploit, condone or incite violence; nor appear to condone, or directly encourage, bullying; nor directly encourage, or exhibit obvious indifference to, unlawful behaviour;
 - c) demean, denigrate or disparage one or more identifiable persons, group of persons, firms, organizations, industrial or commercial activities, professions, entities, products or services, or attempt to bring it or them into public contempt or ridicule;
 - d) undermine human dignity; or display obvious indifference to, or encourage, gratuitously and without merit, conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population;
 - e) be sexually explicit, vulgar, obscene or in poor taste;
 - f) contain material protected by copyrights owned by third parties without authorization; contain trademarks, logos or any other intellectual property owned by a third party, without authorization.
- 5.6.** For Entrants who submit their entry for the Quebec market, the entry must be submitted in a digital horizontal format (10'H x 34'W) in French;
- For Entrants who submit their entry for the Toronto market, the entry must be submitted in a digital horizontal format in English (10'H x 34'W);
- For Entrants who submit their entry for the Western Canada market, the entry must be submitted in a digital horizontal format in English (10'H x 34'W).
- Animation / video are not permitted on digital boards all across Canada. The law forbids as well storytelling in a loop.

Entry submission procedure for voting purposes

- 6.** By following the instructions on the Website, the Entrant uploads the entry. To complete the submission of an entry, it shall be the Entrant's responsibility to print the Statement, sign it and ensure it is signed by a duly authorized representative of the Company he or she works for or is associated with as a freelancer and by an authorized representative of the Client and he or she must provide it before the beginning of the voting period the latest. Should the above procedure not be followed, the entry may be disqualified from the Contest and the Entrant shall be held liable for any damages which may arise from this, including any damages resulting from a violation of copyrights, trademark, or right to one's image or reputation. The Statement includes a confirmation to the effect that the Client and the Company, as the case may be, have provided the appropriate authorizations to use the entry for the purposes of the Contest and acknowledge and agree that the entry could be the subject of criticism by other Entrants on the Website. The Statement also includes an irrevocable and perpetual license for the reproduction of the entry on any support whatsoever by the representatives of the Organizer for the purpose only of promoting the Organizer's activities in connection with the

Contest. For more certainty, the Entrant keeps any and all copyrights on the concept of the entry submitted in the course of this Contest.

6.1 In participating to this Contest, the Entrant hereby represents and warrants that (a) he or she is the sole author of the advertisement concept that is the entry, unless it has been created with a creation partner who has accepted the submission of this entry in accordance with these Contest rules; (b) he or she is the sole owner of any and all rights, including all copyrights in and to the entry and its concept, except for the images and/or trademarks of the Client that may appear in it, as authorized by the Client; (c) has the right to submit the entry to the Organizer and to authorize the Organizer to reproduce the advertisement, as set forth in this Contest rules; (d) the entry is original and has never been published anywhere, in whole or in part; (e) he or she has not authorize any other person, company or other entity to use the entry; (f) the entry does not defame or violate the rights of another advertisement or person, dead or alive, or does not in any way whatsoever, violated the rights of a third party; and (g) if the entry contains images of other people, the written consent of such people has been obtained in order to submit the entry, for using their name, image or likeness in the entry, as the case may be.

7. Each Entrant may submit several entries and each submission is anonymous when published on the Website. Deadline for submitting an entry in accordance with the Contest rules is April 19th, 2017 at 3 pm (Eastern Standard Time for participants from the Quebec market and the Toronto market) and at noon Pacific Standard Time for participants from the Western Canada market). The Organizer has the right to offer a reasonable extension to the Contest if necessary and make new dates available on the Website.

The voting procedure

8. All Creatives having registered on the Website, whether or not they have submitted an entry, have the right to vote during the first voting round called “general vote”. For the second round of vote, only the Entrants having submitted an entry will be members of the jury, with one member of the jury per Company.

8.1 Debate/Vote period – 1st round. From April 20th to April 27th 2017 at 12:00 PM (Eastern Standard Time) for participants from the Quebec market and the Toronto market, and at 9:00 AM (Pacific Standard Time) for participants from the Western Canada market, all Creatives having registered on the Website will evaluate all the entries, comment on them and decide if “yes” or “no” an entry should be among the finalists. The Creatives may only vote on their specific market. For instance, a Creative from Québec may not vote for an entry from Western Canada market and vice-versa. An entry can be withdrawn at any time upon written request from the Entrant, Company or Client. The twenty-five (25) entries that have obtained the highest number of votes “yes” in each market will be declared finalists and will be revealed on the Website at 12:00 PM (Eastern Standard Time) and 9:00 AM (Pacific Standard Time), depending on the respective market on April 28, 2017. In case of a tie, the entries having obtained the same number of votes for the 25th place will be included among the finalists. For more certainty, if there are less than 25 submitted entries per market, the Organizer has the right to cancel the Contest and the Entrants will not have any kind of compensation.

8.2 Debate/Vote period – 2nd round. On May 1st, 2017 at 9:00 AM (Eastern Standard Time or Pacific Standard Time, depending on the respective market), a second period of deliberation and voting opens. This period will end on May 4th at 5:00 PM (Eastern Standard Time or Pacific Standard Time). The members of the jury will be Entrants having submitted one or more entry(ies), with one member of the jury per Company, it being understood that if there are more than one Entrant per Company, the Company will designate one representative amongst these Entrants to act as a jury (the “**Jury**”). Members of the Jury will comment on the finalist entries, share their preferences and vote for their favorite entries for the 3rd place, 2nd place and 1st place. For each given position, the entry will be attributed some points. For instance, the 3rd place will get 1 point, the 2nd place will get 3 points and the 1st place will get 5 points. This will determine the top 3, the piece with the most points being the 1st prize winner. The members of the Jury may not vote for their own entry or for an entry submitted by the Company they work with or

are associated with as freelancers. Members of the Jury may only vote for the market where they work. For instance, Members of the Jury in Québec can only vote on the Québec market. Should there be a tie in this 2nd round, the Organizer reserves the right to settle the tie by way of a random draw or any other evaluation criteria that the Organizer deems appropriate for such circumstances. The final winner will be revealed during a special evening to be held by the Organizer between May 15 and June 2, 2017.

Prizes

9. Three (3) grand prizes and two (2) secondary prizes will be awarded in this Contest, namely:
 - 9.1 one (1) grand prize will be awarded to three (3) winners selected among the Entrants whose entry has received the highest number votes from the Jury in their respective market;
 - 9.2 one (1) second place prize will be awarded to three (3) winners selected among the Entrants whose entry has received the second highest number of votes from the Jury in their respective market; and
 - 9.3 One (1) third place prize will be awarded to three (3) winners selected among the Entrants whose entry has received the third highest number of votes from the Jury in their respective market.

The total value of the prizes, as described hereafter, is \$222 500 (i.e. \$74 167 per market).

10. The three (3) winners of the grand prize in each market will win:
 - (i) A trip to Cannes worth approximately \$9 500 per person, for two (2) persons; and
 - (ii) The display of the winning entry, as described below, worth approximately \$50 000.

11. Description of the trip

11.1. The trip includes the following:

- a) a seven (7) night stay in Cannes, France, for two (2) people, namely the Creative and his or her creative partner if so identified on the Form, otherwise, the guest of his or her choice during the 2017 Cannes Lions International Festival of Creativity which will take place between June 17 and 24th 2017, including round-trip economy airfare and hotel accommodations in a standard room.
- b) The 7-day package in Cannes includes the following: Full access to the program of seminars and workshops. Viewing of all PR, Promo and Activation, Direct, Outdoor, Media, Cyber, Design, Press, Film, Film Craft, Creative Effectiveness, Titanium and Integrated Lions entries. Listening to all Radio Lions entries. Viewing of the Film Lions, Film Craft, Titanium and Integrated Lions shortlist screenings. Access to all four (4) award ceremonies. Access to Opening and Closing Galas.
- c) Departure shall take place from the airport of the cities of Montreal, Toronto or Vancouver. Dates are to be confirmed.
- d) Any fees or expenses other than the one listed above will be the winner and/or guest sole responsibility, namely the transport to and from the airport for departure, taxes and tips non included as well as personal expenses, etc.

11.2. The following conditions apply to the trip:

- a) The winner and his or her guest must have a valid passport prior to departure. The winner and his or her guest are responsible for obtaining their passport and other travel documents themselves, at their own cost.
- b) The winner and his or her guest must be at least 18 years of age.
- c) The Organizer will not be held to award any form of compensation to the winner in the event that the winner and his or her guest are unable to accept the prize for any reason whatsoever (for example, if the winner does not possess a valid passport). Furthermore, the winner will not have the right to transfer the prize to another person nor ask for its value in money.
- d) The Organizer will not be held to award any form of compensation to the winner or his or her guest if the trip or a portion thereof is not used.
- e) The flights are as follow: departure on June 17th, 2017 and return on June 25th 2017. The flight dates are not flexible and non-refundable in any circumstances.

12. Description of the display of the winning entry

12.1. The display of the winning entry includes the following:

- a) The maximum total value of this portion of the prize is \$50,000 gross, including poster installation fees and the value of the media space. The media prize/space must be used exclusively for the display of the winning entry submitted to the Contest.
- b) Subject to the prior written approval of the Client whose product or service is advertised in the winning poster, the Organizer will display the winning concept on the territory of the greater Montreal metropolitan area on large format panels for the winner of the Quebec market; for the winner of the Toronto market, the winning concept shall be displayed on the Digital Network in the greater Toronto metropolitan area; and for the winner of the Western Canada market, the winning concept shall be displayed on the Digital Network in Vancouver and/or Alberta (including Calgary and Edmonton) considering the business reality of the Client. The display period will be determined based on the value of the media space chosen, until it reaches the value of 50 000\$.

12.2. The following conditions apply to the display of the winning entry:

- a) All fees other than poster installation fees and the value of the media space are not included and are at the Client's expense, including the costs of realization, production and printing of posters, talent fees, fees for the release of rights, including any photos, etc.
- b) The winning entry must be approved by the Organizer and the respective cities before production begins. In the event that the Client refuses the display of the poster, the winner will be entitled to offer the media space to the cause of his or her choice (with the consent of the charity in question) and subject to the Organization's approval.
- c) The value of the media space may be used between June 1st 2017 and May 31st 2018, subject to the Organizer's inventory availability and conditions.

13. Description of secondary prizes

13.1. The winner of the second prize in a market will win two (2) Macbook Retina, namely one (1) for the winner and one (1) for his creative partner, if so identified on the Form, otherwise, the guest of his or her choice, worth approximately \$9500 (\$1583,33 per Macbook Retina);

13.2. The winner of the third prize in a market will win two (2) iPad pro, namely one (1) for the winner and one (1) for his creative partner, if so identified on

the Form, otherwise, the guest of his or her choice, worth approximately \$6000 (\$1000 per iPad Pro).

- 13.3.** The Organizer will not be held to award any form of compensation to the winner or his or her guest in the event that the winner or his or her guest are unable to accept the second or third prizes for any reason whatsoever.

Conditions applicable to comments

- 14.** It is understood and agreed that by submitting an entry in this Contest, Entrants acknowledge and agree that any comment made by an Entrant reflects the opinion of its author and shall only engage such Entrant's responsibility. It is understood that the Organizer reserves the right, at its sole discretion, to remove any comment without notice. Any comments that are defamatory, hateful or ill-intentioned shall be withdrawn from the Website without notice. Entrants agree not to take any recourse nor make any claims whatsoever against the Organizer for such comments and to take any such recourse or make any such claims only against the author of such comments.

General conditions

- 15.** The Forms are subject to verification by the Organizer. Any Form that is incomplete, fraudulent or submitted late shall be automatically rejected.
- 16.** The Organizer reserves the right to disqualify any person or to cancel one or several entries of any person participating in this Contest or trying to participate using means contrary to these Contest rules or likely to be unfair to other Entrants. Furthermore, prior to the awarding of a prize, the Organizer will take the necessary verification measures. Should such measures reveal that a Creative and/or Entrant has not abided by these Contest rules, that Creative and/or Entrant and the entries submitted by them will be disqualified.
- 17.** Prizes must be accepted as described in these Contest rules and may not be transferred to another person, replaced by another prize or exchanged in whole or in part for cash, except as provided in the section below.
- 18.** In the event that, for reasons unrelated to the winners, the Organizer cannot award a prize (or a portion thereof) as described in these Contest rules, it reserves the right to award a prize (or portion thereof) of the same kind and of equivalent value.
- 19.** The winners of a prize release and hold harmless the Organizer, its subsidiaries and affiliated companies, their advertising and promotional agencies, their employees, representatives and agents, from any liability for any damages whatsoever that may result from the acceptance or use of their prize.
- 20.** The Organizer, its advertising and promotional agencies, their respective employees, officers, managers, representatives and agents disclaim all liability resulting from faulty computer components, software or communication lines, relating to the loss or lack of a communications network or resulting from any faulty, incomplete, incomprehensible or erased computer or network transmissions and that may limit or prevent any person from participating in the Contest.
- 21.** The Organizer, its advertising and promotional agencies, their employees, officers, managers, representatives and agents also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or any software or by the transmission of any information related to participation in the Contest. The Organizer disclaims all liability for damages caused to a user's system as a result of his or her participation in the Contest or by the downloading of information required to participate in the Contest.
- 22.** The Organizer does not warrant that access to or use of the Contest Website will be uninterrupted during the Contest period or error-free. In the event that the computer system cannot register all Contest entries at any time during the Contest, for any reason whatsoever, the Organizer shall not be held responsible. In any case, prizes shall be awarded based on the entries and votes registered by the

computer system. Any attempt to deliberately damage the Website and/or any related Website or to undermine the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Organizer reserves the right to reject the Creative's and/or Entrant's entries and obtain legal or equitable relief under applicable laws.

- 23.** The Creative and/or Entrant who enters or tries to enter this Contest releases the Organizer, its advertising and promotional agencies, their employees, agents and representatives, from any liability for any damage that may occur as a result of their entry or their attempt to enter the Contest.
- 24.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend in whole or in part this Contest, should human intervention or an event take place that could corrupt or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.
- 25.** By entering this Contest, the Creative and/or Entrant authorizes the Organizer and its representatives to use, if required, their name, photo, likeness, statements regarding a prize, place of residence and/or voice for publicity purposes related to this Contest or any other purposes related to the activities of the Organizer associated with this Contest, in any media, anywhere in the world, for an unlimited period of time, without any form of compensation.
- 26.** Any decision by the Organizer or its representatives regarding this Contest is final and without appeal.
- 27.** For the purpose of these Contest rules, the Creative and/or Entrant is the person whose contact information appears on the Form.
- 28.** All monetary amounts mentioned in these Contest rules are expressed in Canadian dollars.
- 29.** In the event of a conflict between the English version and the French version of these contest rules, the French version of the contest rules will take precedence.