

“CARTE BLANCHE FOR CREATIVES” CONTEST (Hereinafter, the “Contest”)

Contest rules

1. The Contest begins on March 18, 2019 at 9h00 am (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 3rd, 2019 at 5h00pm (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, submission of entries and one vote for the Industry Favourite Award.

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 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.

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 13 2019 and June 3, 2019;

- 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 behavior;
 - 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.
 - g) violate the Canadian Law Standards for Advertising.
- 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).
- 5.7.** The entry and the advertising material it contents are compliant with business ethics and all applicable laws, including without limitation, applicable laws or regulations pertaining to digital advertising in Canada. Without limiting the generality of the foregoing, animation / videos are not permitted on digital boards all across Canada and the law forbids as well storytelling in a loop.

Entry submission procedure

- 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. 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 15th, 2019 at 3 pm (Eastern Standard Time for participants from the Quebec market and the Toronto market) and at 3 pm 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.** A jury made of 6 creatives working in the industry in the country will be responsible for judging all the entries received in 2 rounds, as detailed hereafter, in order to select the winners of the grand prizes and secondary prizes (the "**Jury**"). The Jury will be formed of 2 creatives from Toronto, 2 from Vancouver and 2 from Montreal and will be chosen by the **Organizer**.

8.1 1st round. From April 23th to April 26th 2019 at 12:00 PM (Eastern Standard Time) for entries from the Quebec market and the Toronto market, and at 9:00 AM (Pacific Standard Time) for entries from the Western Canada market, the Jury will be doing a first vote to establish a top 25 shortlist of best entries per market. In this first round, the jury members from Quebec will only judge the Quebec entries, the jury members from Toronto will only judge the Toronto entries and the jury members from Western Canada will only judge the Western Canadian entries. Each jury in each market will submit its top 25 selection of entries to the other member of its respective market and they will then discuss and debate together and agree on the final selection for the shortlist that may include a maximum of 25 entries for their respective market. The jury in each market held the power to nominate less than 25 finalists if they feel it is not merited.

An entry can be withdrawn at any time upon written request from the Entrant, Company or Client. The 3 shortlists voted as per the above procedure 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 29, 2019. 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 2nd round. On April 30th, 2019 at 9:00 AM (Eastern Standard Time or Pacific Standard Time, depending on the respective market), a second round of voting will occur. This period will end on May 3rd 2019 at 5:00 PM (Eastern Standard Time or Pacific Standard Time). All members of the jury from all markets will deliberate together in person or via videoconferencing to determine together the top 3 winners per market based on the previously established top 25 short lists. Then, members of the Jury will comment on the finalist entries (9 total), share their preferences and vote for their favorite entries for the 3rd place, 2nd place and

1st place in each market. 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 final top 3 in each market, the piece with the most points being the 1st prize winner. 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 winners will be revealed during a special evening to be held by the Organizer in each market between May 15 and June 2, 2019.

9. In addition to the official Jury selecting the winners of the grand prizes and secondary prizes as per the above-described procedure, a secondary jury, formed by members subscribed to the Website, will vote for the winners of special prizes (the “**Industry Favourite**” award). Every member subscribed on the website is eligible and will have the right to vote for his/her best piece among all the entries received of their respective market (1 prize per market). Voting for the Industry Favourite award will happen between April 23th and April 26th, 2019.

Prizes

10. Three (3) grand prizes, six (6) secondary prizes and 3 Industry Favourite special prizes will be awarded in this Contest, namely:

10.1 one (1) grand prize will be awarded to three (3) winners selected as numbers 1 following the procedure set forth in section 8.2 above;

10.2 one (1) second place prize will be awarded to three (3) winners selected as numbers 2 following the procedure set forth in section 8.2 above; and

10.3 one (1) third place prize will be awarded to three (3) winners selected as numbers 3 following the procedure set forth in section 8.2 above.

10.4 three (3) winners as selected in accordance with section 9 will be awarded one special prize each (value under 100\$).

The total value of the prizes, as described hereafter, is \$223 500 (i.e. \$74 500 per market).

11. The three (3) winners of the grand prize 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.

12. Description of the trip

12.1. The trip includes the following:

- a) a seven (7) nights 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 2019 Cannes Lions International Festival of Creativity which will take place between June 17th and 21th 2019, including round-trip economy airfare and hotel accommodations in a standard room.
- b) The 5-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.

- 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.

12.2. 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 15th, 2019 and return on June 23th 2019. The flight dates are not flexible and non-refundable in any circumstances.

13. Description of the displays of the winning entries

13.1. The display of 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 execution, 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\$.

13.2. The following conditions apply to the display of the winning entries:

- 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, programming fees, 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 2019 and May 31st 2020 subject to the Organizer's inventory availability and conditions.

14. Description of secondary prizes

- 14.1.** The winner of the second 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 \$9,000 (\$1,500 per iPad Pro);
 - 14.2.** The winner of the third prize in a market will win two (2) Apple Watch, 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 \$4,200 (\$700 per Apple Watch).
 - 14.3.** 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.
- 15.** The three (3) Industry Favourite winners will win a smaller prize. The value of the prize will be less than a \$100.

General conditions

- 16.** The Forms are subject to verification by the Organizer. Any Form that is incomplete, fraudulent or submitted late shall be automatically rejected.
- 17.** 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.
- 18.** 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.
- 19.** 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.
- 20.** 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.
- 21.** 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.
- 22.** 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.
- 23.** 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.

- 24.** 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.
- 25.** 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.
- 26.** 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.
- 27.** Any decision by the Organizer or its representatives regarding this Contest is final and without appeal.
- 28.** For the purpose of these Contest rules, the Creative and/or Entrant is the person whose contact information appears on the Form.
- 29.** All monetary amounts mentioned in these Contest rules are expressed in Canadian dollars.
- 30.** 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.