

TikTok #MySmallBusiness Contest

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: TikTok #MySmallBusiness Contest (the "Contest") is open only to businesses that are located and registered in Canada (including the province of Quebec) who are permitted to advertise on TikTok and have no more than 100 employees (herein "Small Business"). See [TikTok's Advertising Policies](#) and [TikTok's Prohibited Products/Services](#) for descriptions of businesses that are not eligible to participate or win the prize. Employees of TikTok Technology Canada Inc., Enthusiast Gaming Live Inc., Merkle Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, provincial state, and local laws and regulations and is void where prohibited.

2. Sponsor: TikTok Technology Canada Inc., 240 Richmond Street, Suite 5-101, Toronto, Ontario M5V 1V6. **Contest Organizer:** Enthusiast Gaming Live Inc., 90 Eglinton Avenue East, Suite 805 Toronto, Ontario M4P 2Y3.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to all terms and conditions set forth herein (the "Official Rules"), [TikTok's Advertising Policies](#), [TikTok's Prohibited Products/Services](#), and TikTok's Terms of Service. Sponsor's and Organizer's decisions are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on October 20, 2021 at approximately 10:00 a.m. Eastern Time ("ET") and ends on November 20, 2021 at 11:59 p.m. ET (the "Contest Period"). Organizer's servers are the official time-keeping device for the Contest.

5. How to Enter:

Participation Requirements: To participate, your Small Business must have a TikTok account. Creating a TikTok account is free but is subject to the applicable Terms of Service and Privacy Policy for TikTok. **If you use your wireless mobile device to enter, standard message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans prior to entering via your wireless mobile device. None of the "Released Parties" (defined below in Section 10) shall be responsible for any message or data rate charges which may apply.**

During the Contest Period, create a video that showcases your Small Business that is no longer than one (1) minute. See Content Restrictions below for prohibited content in your video. Complete the following two (2) steps (collectively, the "Submission").

- (1) Post your Talent video on TikTok and include #MySmallBusiness and #Contest, or #MaPetiteEnterprize #concours ("Required Hashtags") within the caption; and
- 2) Next, owner/operator of the Small Business or an authorized employee (collectively "Authorized Representative") must visit mysmallbiz.ca ("Organizer's Website") to complete the contest registration process. Authorized Representative will be required to provide his/her name and business email address, business name and mailing address, confirmation that business is registered in Canada, your Business's TikTok handle, and the web link to the TikTok video that you posted.

By submitting a Submission, you agree that it conforms to the "Submission Requirements" below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one valid (1) Contest Submission.

Submission Requirements:

- The Submission must meet the format and size requirements of TikTok;
- The Submission must be in English or French;
- The Submission must be posted to a public TikTok profile;
- The Submission must be no more than 60 seconds;
- The Submission must be Small Business' original work and only display individuals that are at least the age of majority within their jurisdiction;
- If the Submission includes individuals other than employees of the Small Business, the Small Business must have permission from individuals featured and individuals featured must not be minors;
- The Submission must not include any content that is inherently dangerous, is unsafe, or appears to be unsafe. Accordingly, no firearms/weapons or any content that includes any violence;
- The Submission must comply with TikTok's Community Guidelines (<https://www.tiktok.com/community-guidelines?lang=en> or <https://www.tiktok.com/community-guidelines?lang=fr>);
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity and intellectual property rights;
 - Accordingly, the Submission must not contain any third party branding or trademarks other than those owned by Sponsor; and
 - The Submission may use entrant's own original creative work(s) (where entrant controls all necessary rights) and/or any music made available in the TikTok app from the TikTok content library, but must not contain any other music, images, artwork or other content the rights to which are controlled by a third party;
- The Submission must not promote or reference alcohol, illegal drugs and paraphernalia associated with their use, cigarettes and tobacco, weaponry or weapon parts, gambling, bingo or poker, weight loss products/services, weight loss supplements, dating services promoting infidelity, international brides or brides-by mail, sexual encounters or other transactional companionship, live animals, animal product or parts, adult sexual products, services and entertainment, counterfeit products, funeral services, modeling or influencer recruitment, or any political agenda as set forth in [TikTok Advertising Policies](#) and [TikTok's Prohibited Products/Services](#);
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, includes profanity, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- The Submission must not disparage Sponsor, Organizer, or any other person or party; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any province where Submission is created

Limit: Each Small Business may upload one (1) Submission during the Contest Period. Submissions received from any Small Business in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same TikTok account or email address. Any attempt by any Small Business to obtain more than one (1) Submission by using multiple/different TikTok accounts, email addresses, identities, registrations and logins, or any other methods will void that Small Business' entries and that Small Business may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register on the Sponsor's website will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. The potential winner may be required to show proof of being the authorized account holder. *Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.*

6. Organizer's and Sponsor's Use of Submissions: Submitting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or

later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Organizer, Sponsor or their designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: After the Contest Period, a panel of qualified judges determined by Organizer and Sponsor in their sole discretion will select the (50) entrants with the highest-scoring Submissions (the "Potential Winners") from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- The Creativity and Originality of the Submission (33%);
- The Submission tells the story of the Small Business (34%); and
- The Submission demonstrates the Small Business's commitment to impact its community (33%).

In the event of a tie, the entrant whose Submission received the highest score for "The Submission tells the story of the Small Business" as determined by the qualified judges, in their sole discretion, will be deemed the applicable Potential Winner from among the tied entrants. Sponsor reserves the right to select fewer than fifty (50) Potential Winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

8. Winner Notification: On December 6, 2021, Organizer will notify potential winners by email. The potential winner will be required to open a TikTok for Business Account to receive the Ad Credits. Details will be provided to winner upon notification. If the potential winner cannot be contacted, or fails to provide any other requested information or is unable to open a TikTok Business Account, within the required time period, the potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the prize will remain un-awarded.

9. Prize: FIFTY (50) GRAND PRIZES: \$5,000 TikTok advertising credit to be deposited into Winners TikTok for Business Account. Approximate Retail Value of each Grand Prize ("ARV"): CAD \$5,000.

Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a/the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Unless as otherwise specified herein, prize winner will be solely responsible for all federal, state, provincial and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. All prize details not specified herein will be determined by Sponsor in its sole discretion. Limit: One (1) prize per Small Business. Prize will be fulfilled 8 – 10 weeks after the end of the Contest. Total ARV of all prizes is \$250,000.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Program. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES OR INCENTIVES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

10. Release: By entering, each entrant agrees to release and hold harmless the Sponsor, Organizer, Merkle Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

11. Representations and Warranties/Indemnification: Each Small Business that enters this Contest

represents and warrants that their participation in the Contest and their Submission: (i) fully complies with the Submission Requirements; (ii) does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (iii) does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

12. Publicity: Each entrant into the Contest hereby constitutes and signifies each winner's agreement and consent that Sponsor and its designees may use the entrant's name, city, province, likeness, photo, including winner's TikTok profile photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

13. General Conditions: No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Québec, to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated before the designated end date, Sponsor may, in its sole discretion and if possible, determine the winner from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Inclusion in this group of Submissions as described shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor and subject to the approval of the Régie in Québec.

14. Limitations of Liability: Released Parties are not responsible or liable for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

15. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a court located in Ontario, Canada; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3)

under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario .

For Residents of Quebec 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.

16. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy: <https://www.tiktok.com/legal/privacy-policy?lang=en> or <https://www.tiktok.com/legal/privacy-policy?lang=fr>.

17. Winner List: For the names of the winning Small Businesses (available after December 7, 2021, send a request by mail to: TikTok #MySmallBusiness Contest Winner, 805-90 Eglinton Ave E, Toronto, ON M4P 2Y3 for receipt no later than February 28, 2022.

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