

## Official Capitalize for Kids Student Challenge Rules (“CONTEST”)

NO PURCHASE IS NECESSARY TO ENTER. PRIZE ACCEPTANCE AGREEMENT IS REQUIRED. THIS CONTEST IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF AND PHYSICALLY LOCATED IN CANADA AND WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AT THE TIME OF ENTRY AND CURRENTLY ENROLLED IN POST SECONDARY SCHOOL AT ANY POINT FROM SEPTEMBER 1ST, 2018 – MARCH 29<sup>TH</sup>, 2019. VOID WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL CONTEST RULES. BY PARTICIPATING IN THE CONTEST, EACH ENTRANT REPRESENTS AND WARRANTS THAT HE OR SHE MEETS THESE ELIGIBILITY REQUIREMENTS AND HAS READ, ACCEPTS AND WILL COMPLY WITH THESE OFFICIAL CONTEST RULES. THIS SITE DOES NOT OFFER, SOLICIT OR ARRANGE FOR THE SALE OR PURCHASE OF SECURITIES. THE SITE AND ITS CONTESTS ARE PART OF A STOCK MARKET SIMULATION. NO ACTUAL SECURITIES ARE PURCHASED, SOLD OR TRADED AS PART OF THE CONTESTS. ALL INFORMATION IS PROVIDED FOR ACADEMIC, ENTERTAINMENT AND RECREATIONAL PURPOSES ONLY.

- 1. ELIGIBILITY:** The Contest is open only to natural persons who are legal residents and physically located in Canada and who have reached the age of majority in their jurisdiction of residence at the time of entry and currently enrolled in post-secondary school at any point from September 1st, 2018 – March 29, 2019; NOT OPEN TO THE GENERAL PUBLIC. EMPLOYEES, CONTRACTORS, DIRECTORS AND OFFICERS OF CAPITALIZE FOR KIDS (the “SPONSOR”), ITS PARENT, AFFILIATES, SUBSIDIARIES AND ALL OTHER SERVICE AGENCIES INVOLVED WITH THE PROMOTION, AND MEMBERS OF THE IMMEDIATE FAMILY (SPOUSE, PARENT, CHILD, SIBLING, AND THEIR RESPECTIVE SPOUSE) AND HOUSEHOLD OF EACH SUCH EMPLOYEE ARE NOT ELIGIBLE TO PARTICIPATE.
- 2. CONTEST PERIOD:** Contest begins on September 1st, 2018 at 12:00:01 am Eastern Time (“ET”) and ends on March 29, 2019 at 23:59:59 pm ET (the “Contest Period”).
- 3. HOW TO ENTER: NO PURCHASE NECESSARY.** To enter the Contest, during the Contest Period, go to <https://capitalizeforkids.org/challenge> (the “Website”) and follow the on-screen instructions to obtain the Official Contest Entry Form (the “Entry Form”). Then: - (1) Submit a fully completed Entry Form with all required information (which may include your full name, valid email address, and other equity security information) on the Website; - (2) Select your portfolio of stocks on the IRESS platform within the guidelines defined on the Website - (3) Signify your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Contest Rules (the “Rules”) and any other terms and conditions that govern the use of [https:// www.capitalizeforkids.com](https://www.capitalizeforkids.com). Once you complete all three above steps, you will receive one (1) entry into the Contest (an “Entry”). To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period. Those who do not follow all of the instructions, provide the required information in their registration form, or

abide by these Official Rules or other instructions of the Sponsor may be disqualified. To be eligible, your Submission must comply with all of the Submission Requirements (see Rule 6 for details). Entry information becomes property of the Sponsor, and none will be returned. Only online entrants will be accepted and each must have a valid email address. Sponsor reserves the right at its sole discretion, to disqualify any individual (and all of his or her entries) who tampers with the entry process.

4. **ENTRY LIMIT:** There is a limit of one (1) Entry per person/email address during the Contest Period. For greater certainty and the avoidance of any doubt, you can only use one (1) email address to enter the Contest. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received in accordance with these Rules during the Contest Period. The Releasees are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet 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 the Entries.

5. **VERIFICATION:** All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

6. **SUBMISSION REQUIREMENTS:** BY SELECTING A PORTFOLIO OF STOCKS ON THE IRESS PLATFORM, THE ENTRANT AGREES THAT THE ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE SPONSOR AND CIBC INVESTOR SERVICES INC. (COLLECTIVELY, THE CONTEST PARTIES) WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE ENTRY BY THE CONTEST PARTIES AND THE CONTEST PARTIES SHALL BE HELD HARMLESS BY AN ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE RULES. By participating in the Contest, each entrant agrees to be bound by these Rules and by the interpretation of these Rules by the Sponsor, and further warrants and represents that his/her

Submission: (i) is original to him/her and that the entrant has all necessary rights in and to the Submission to enter the Contest; (ii) does not violate any law, statute, ordinance or regulation; (iii) does not violate any agreements to which he/she may be subject (including, without limitation, any confidentiality agreements), insider trading regulations, OSC or SEC regulations, and/or other applicable laws, rules and regulations; (iv) has been submitted with any and all necessary approvals from his/her employer (if applicable) and that the Submission complies with all applicable policies of his/her employer (if applicable) and/or academic program (if applicable); (v) in no way incorporates any non-public information and/or unsubstantiated rumors or misrepresentations and does not involve any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person in connection with an investment; (vi) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and (vii) is not defamatory, trade libelous, or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following:

§ Nudity;

§ Explicit, graphic or excessive sexual activity;

§ Crude, vulgar or offensive language and/or symbols;

§ Derogatory characterizations of any ethnic, racial, sexual or religious groups;

§ Content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct;

§ Misrepresenting or disparaging remarks about the Sponsor or its products/services, other people, products or company;

§ Personal information of individuals, including without limitation, names and addresses (physical or e-mail);

§ Conduct or other activities in violation of these Rules;

§ Commercial messages, comparisons or solicitations for products or services other than those of Sponsor;

§ Any copyrighted materials owned by others;

§ Any identifiable third-party products and/or trade-marks, brands or logos, unless the necessary permissions/licenses have been obtained; and

§ Any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor and/or the Contest Parties in their sole discretion.

By submitting a Submission, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By entering the Contest and submitting an Entry, each entrant: (i) grants to the Sponsor, in perpetuity, a world-wide, nonexclusive license to publish, display, reproduce, modify, edit or otherwise use Submission, in whole or in part, to execute the Contest as contemplated by these Rules (including publishing on the Sponsor's website, in the Sponsor's newsletter and for the Sponsor's general subscriber base), to promote the Contest in any type of media whatsoever (including, without limitation, print and digital media) without consideration to the entrant (collectively, the "License"); (ii) waives all moral rights in and to his/her Submission in favour

of the Sponsor (the “Waiver”); and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “Releasees”) against any and all claims based on publicity rights, defamation, invasion of privacy, breach of confidence (or trade secrets) copyright infringement, trade-mark infringement or any other related cause of action. For greater certainty, the Sponsor and Contest Parties reserve the right, in their sole discretion, to modify, edit these rules at any time and such modification shall be effective immediately upon posting on this site and also reserve the right, in their sole discretion, to modify, edit any Submission, or to request an entrant to modify or edit his or her Submission, if a complaint is received with respect to the Submission, or for any other reason.

## 7. SITE PERFORMANCE

Sponsor and or Contest Parties are not liable for any delay or failure of the site or the Contest to perform. There is no guarantee that Participants will be able to access the site whenever and wherever desired. There may be extended periods of time when you cannot access the site for various reasons, many beyond our control. No corrections or adjustments will be made for trades, attempted trades or missed trades affected by the site's operation or downtime. The Contest will not recognize the attempted trades the site did not process.

## 8. PRIZES AND THEIR APPROXIMATE RETAIL VALUES:

To be eligible for all performance prizes, participants must register for a fundraising page (for which a link will be provided to each entry) and raise a minimum of \$250.00 on or before 23:59:59 ET on February 28, 2019. If a participant is registered for the contest, but is not able to fundraise a minimum of \$250.00 by February 28, 2019 then they will be ineligible for any contest prizes although they will retain the right to otherwise participate in the trading contest. Participants who fundraise over \$500.00 by February 28, 2019 will be entered into a random draw for the Fundraising prize.

### Performance Prizes

1st Place portfolio return (Value - \$10,000)

- \$10,000 cash credit applied to a CIBC Investor’s Edge account, subject to a one-year retention period
- Video/In Person meeting with CIBC Executive

2nd Place (Value - \$2,500)

- \$2,500 cash credit applied to a CIBC Investor’s Edge account, subject to a one-year retention period
- Video/In Person meeting with CIBC Executive

### Fundraising Prize

Draw Prize (Value - \$1,000)

- \$1,000 cash credit applied to a CIBC Investor’s Edge account, subject to a one-year retention period

Each Prize must be accepted as awarded and is not transferable or convertible to cash. No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize, or a component thereof, with a prize of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Each Prize will only be awarded to the person whose full name and valid email address appears on the Entry Form. Sponsor is not responsible for, and winner will not receive, the difference between the actual value of a Prize at the time of award and the stated approximate retail value in these Rules or any Contest-related materials. Limit: one (1) Prize per person/household. Prize fulfillment is subject to each potential winner's company, organization or entity's' (with whom the potential winner is affiliated) internal policies. Prizes will only be retained by individuals in conformity with their company/organization/entity's internal policies regarding receipt of prizes. Sponsor assumes no responsibility for the decisions made by such company, organization or entity regarding internal prize distribution. The ARV of each Prize is based on available information provided to Sponsor and the value of any prize awarded to the winner may be reported for tax purposes where required by law. Prize winners will be solely responsible for all taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used.

9. PRIZE WINNER SELECTION PROCESS: Subject to the requirement for a minimum level of fundraising necessary to be eligible for prizes, the prize winners will be selected according to factor:

Portfolio Return - Capitalize for Kids will rank Entrants based on the return of their portfolio upon conclusion of the Portfolio trading time (March 29, 2019 at 23:59:59).

10. GENERAL CONDITIONS: By entering the Contest, each entrant agrees to the use of their name, address, voice, statements about the Contest and/or photograph or other likeness in any and all media now known or hereinafter invented, without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the Internet, except where prohibited by law.

The Releasees will not be liable for any failure of the Website during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any entry to be received by the Contest Parties for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any combination of the above. As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Releasees from any and all liability, loss or damage incurred with respect to the participation in the Contest and/or the awarding, receipt, possession, and/ or use or misuse of any prize; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all 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 (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Further, the Releasees will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting

from participating or downloading any material in the Contest. In the event of a dispute regarding who submitted an Entry or should multiple users of the same e-mail account enter the contest, Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected Entry and that he/she has all necessary consents, permissions and/or licenses as required by these Rules. The sole determinant of the time for the purposes of a valid Entry in this contest will be the Contest server machine(s). The Sponsor reserves the right to withdraw or amend this Contest in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel or suspend this Contest, or to amend these Rules without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind. This Contest is subject to all applicable federal provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest and these Official Rules are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries. By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's Privacy Policy (available at: <http://capitalizforkids.com/privacy>) unless the entrant otherwise agrees.

11. **INTELLECTUAL PROPERTY:** All intellectual property, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned or licensed by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited. 1

12. **DISCREPANCY:** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the Website, Entry Form, or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.

13. **SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such term or provision shall not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent deemed necessary to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties and the Agreement's purposes.

14. WINNER'S LIST: A winner's list is available only within the thirty (30) days following the end of the Contest Period. In order to obtain a winner's list, send a self-addressed, stamped envelope to 208 Adelaide Street West, B01, M5H 1W7, Toronto, ON, Canada. Residents of Canada may omit return postage.

15. SPONSOR: Capitalize for Kids, 208 Adelaide Street West, B01, M5H 1W7, Toronto, ON, Canada.

16. For Residents of Quebec: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Regie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.