

BENJAMIN MOORE TFC CONTEST
OFFICIAL CONTEST RULES AND REGULATIONS ("Official Rules")

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL AND MUNICIPAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE OFFICIAL RULES.

(1) **CONTEST PERIOD:** The Benjamin Moore TFC Contest (the "**Contest**") begins at 9:00 a.m. ET on Wednesday, May 20, 2015 and ends at 11:59 p.m. ET on, May 27, 2015 (the "**Contest Period**").

(2) **ELIGIBILITY:**

Monday

To be eligible to enter and win, each "**Entrant**" must: (i) be a resident of Ontario who resides within a fifty (50) mile radius of the City of Toronto; and (ii) be eighteen (18) years of age or older at the time of entry.

Employees and the immediate families (including those with whom they are domiciled) of Benjamin Moore & Co Ltd. (the "**Contest Sponsor**"), Maple Leaf Sports & Entertainment Ltd. ("**MLSE**" or "**Prize Supplier**"), Toronto FC, Major League Soccer L.L.C. ("**MLS**") and its member teams, Soccer United Marketing, L.L.C., MLS Canada ULC and each of their respective parents, governors, subsidiaries, affiliates, directors, officers, shareholders and agents (altogether the "**Released Parties**") are not eligible to enter the Contest. For purposes of this Contest, "immediate family members" shall include the mother, father, brothers, sisters, daughters, sons, partner or spouse of an individual (regardless of where any such "immediate family member" resides).

(3) **HOW TO ENTER: NO PURCHASE NECESSARY.** To enter the Contest, each Entrant must:

- (a) be an authorized account holder of Twitter;
- (b) be a follower of **@benjaminmooreca** on Twitter;
- (c) compose a tweet including the Contest hashtag **#paintingthepicture** (a "**Contest Tweet**"). Please note that the Contest Tweet must comply with Twitter's one hundred and forty (140) character limit; and
- (d) post the Contest Tweet on Twitter during the Contest Period (resulting in an "**Entry**" or, collectively, "**Entries**").

Limit of one (1) Entry per person per day during the Contest Period.

All Entries must be submitted from a valid Twitter account. Twitter membership is free, but is subject to acceptance of the Twitter Terms of Use, which can be found at <https://twitter.com/tos>.

Entries may not contain content that is obscene, lewd, defamatory, pornographic, hateful or discriminatory, violates these Official Rules or the terms and conditions imposed on users of Twitter, or violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable. Any entry that, in Contest Sponsor's sole determination, violates these terms and conditions set forth in this paragraph or any other part of the Official Rules may be disqualified and the Entrant submitting the Entry may be disqualified from any further participation in the Contest. Each Entrant agrees to indemnify and hold harmless the Released Parties from any and all lawsuit, damages, claims, losses, liabilities, or expenses (including court costs and attorneys' fees) arising out of the Released Parties' use of that Entrant's Entry.

If it is discovered by the Contest Sponsor (using any evidence or other information made available to, or otherwise discovered by, the Contest Sponsor) that any Entrant has attempted to use (or attempt to 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 disrupt this Contest, that person may be

disqualified from the Contest, and any future contests of the Contest Sponsor, in the sole discretion of the Contest Sponsor.

All Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, forged, garbled or mechanically or electronically reproduced.

The Contest Sponsor reserves the right, in their sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an Entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in their sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the satisfaction of the Contest Sponsor in a timely manner may result in disqualification of the Entrant in the sole discretion of the Contest Sponsor.

Each potential winner of a Prize (a "**Selected Entrant**") may also be requested to provide the Contest Sponsor with reasonable proof that he/she is the Authorized Account Holder of the Twitter account associated with the winning Entry. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the Authorized Account Holder in whose name the Twitter account is registered, provided that person meets all eligibility criteria of this Contest. "**Authorized Account Holder**" shall mean the natural person assigned to an email address and/or telephone number by an Internet access provider, online service provider, telephone service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address (a valid email address is required to register for a Twitter account).

All Entries shall become the property of the Contest Sponsor and none shall be returned. Each Entrant irrevocably assigns and transfers to the Contest Sponsor any and all rights, title, and interest in the Entry including, without limitation, all copyright in such Entry. The Contest Sponsor shall have the right to edit or modify Entries for use in perpetuity and the Entrant waives any and all moral rights that he/she may have in the Entry. Each Entrant irrevocably confirms that no third party was involved in the creation of the Entry.

By entering the Contest, each Entrant agrees to be bound by the Official Rules and the decisions of Contest Sponsor, which are final with respect to all matters relating to the Contest.

(4) **PRIZES**: There are a total of two (2) prizes to be awarded during this Contest (each, a "**Prize**", collectively, the "**Prizes**"). The Prizes are as follows:

- **Prize 1**: Two (2) tickets to the Toronto FC home game at BMO Field on May 23, 2015, and two (2) Toronto FC scarves (specific seat location and size and style of scarves shall be in the sole discretion of the Contest Sponsor or the Prize Supplier).
- **Prize 2**: Two (2) tickets to the Toronto FC home game at BMO Field on June 20, 2015, and two (2) Toronto FC scarves (specific seat location and size and style of scarves shall be in the sole discretion of the Contest Sponsor or the Prize Supplier)

The approximate retail value of each Prize is two hundred dollars (\$200.00 CAD). A Prize Winner is not entitled to any difference between the actual value of a Prize and the approximate retail value of that Prize as stated herein.

All incidental costs and expenses associated with a Prize that are not specifically referred to herein, including (without limitation) transportation to and from any game for which tickets are issued, meals, beverages, gratuities, souvenirs, incidental and personal expenses, and other items of a personal nature are not included and are the sole responsibility of each Prize Winner and his/her guest, as applicable.

Each Prize Winner and his/her guest must follow all directions of the Contest Sponsor and the Prize Supplier with respect to the Prize or any aspect thereof. Failure to do so may result in termination of participation, or continued participation, in the Prize or any aspect thereof.

Each Prize Winner and his/her guests acknowledges and accepts all risk of damages, injury or other loss incidental to any game for which tickets are issued, whether occurring before, during or after the game, and hereby voluntarily agrees to assume the same. The Contest Sponsor and the Prize Supplier reserve the right to refuse admission and/or to expel from the game and/or any other aspect of the Prize, any person whose conduct is deemed by them to be objectionable. Expulsion from the game cancels the tickets for the offending individual(s) and the individual(s) thereupon forfeit(s) all claims with respect to the tickets. Participation in the Prize is subject to compliance with all applicable laws, by-laws, regulations and any applicable facility or carrier rules; failure to comply may result in non-admission or expulsion from further participation in the Prize.

Each Prize must be accepted as awarded, without substitution, and is not transferrable, refundable, for resale or convertible to cash. The Contest Sponsor and the Prize Supplier reserve the right, in the event that the Prize, or any component of the Prize, cannot be awarded as described for any reason, to substitute the same for another prize or component of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

The odds of winning a Prize will depend on the number of eligible Entries received during the Contest Period.

(5) **WINNER SELECTION:** On Thursday, May 28, 2015, two (2) random draws (one for each Prize) from amongst all eligible Entries received during the Contest Period will occur at the head offices of the Contest Sponsor.

Each Selected Entrant will be contacted by the Contest Sponsor via Direct Messaging through Twitter following the draw(s). If a Selected Entrant cannot be contacted or does not respond to the Contest Sponsor's direct message within forty-eight (48) hours of the first point of contact (or attempt) by the Contest Sponsor, he/she will be considered to have forfeited his/her respective Prize and will be disqualified and another Entrant may be selected from the remaining eligible Entries until such time as contact is made with each Selected Entrant, there are no more eligible Entries, or there is insufficient time to award a Prize, whichever comes first. The Contest Sponsor will not be responsible for failed attempts to contact any Selected Entrant.

No telephone contact, Direct Messaging or other correspondence in association with the Contest will be entered into except with each Selected Entrant.

(6) **CLAIMING YOUR PRIZE**

Upon successful contact with a Selected Entrant via Direct Messaging on Twitter, that Selected Entrant will be required to provide certain contact information, as requested by the Contest Sponsor (e.g. full name, age, telephone number, email address). To be declared a winner ("**Winner**"), each Selected Entrant must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question posed by the Contest Sponsor. Each Selected Entrant will also be required to sign a Declaration, Release and Waiver Form (the "**Release Form**") confirming compliance with the Official Rules, acceptance of the Prize as awarded, without substitution, and releasing the Released Parties from any liability in connection with the Prize or the Contest before being granted his/her Prize.

If a Selected Entrant does not meet all of the Contest requirements, fails to correctly answer the skill-testing question, refuses to provide the contact information requested by the Contest Sponsor or does not sign and return the Release Form to the Contest Sponsor within the time frame specified, that Selected Entrant will forfeit his/her Prize and the Contest Sponsor shall be entitled (but not obligated) to select another Entrant from the remaining eligible Entries until such time as contact is made with an Entrant or there are no more eligible Entries, whichever comes first. This process may continue until each Prize has been awarded or there is insufficient time to permit the awarding of a Prize. The Contest Sponsor are not responsible, whether as a result of human error or otherwise, for any failure to contact any Selected Entrant.

The Contest Sponsor will contact each Winner following receipt of his/her signed Release Form to arrange for delivery of his/her Prize.

GENERAL RULES

In the event of a conflict between the Official Rules and any instructions or interpretations of these Official Rules given by an employee of the Contest Sponsor regarding the Contest, these Official Rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Official Rules shall prevail, govern and control.

(7) INDEMNIFICATION

By submitting an Entry into this Contest, each Entrant confirms his or her understanding of and compliance with these Official Rules. Each Entrant, and his/her representatives, heirs, next of kin or assignees ("**Entrant's Representatives**"), hereby releases and holds the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the Entrant, Entrant's Representatives or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Official Rules, or in any Prize-related activity. The Entrant and Entrant's Representatives agree to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

(8) LIMITATION OF LIABILITY

None of the Released Parties assumes any liability for any incorrect or inaccurate information, whether caused by website 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 Entries, the selection of Winners or for any printing or other errors in any Contest materials. The Released Parties assume no responsibility for any error, omission, tampering, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or authorized access to, or alteration of Entries. The Released Parties are not responsible for any problems, viruses or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or Direct Messaging on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Entrants or to any other person's computer related to or resulting from participating or downloading materials in the Contest.

None of the Released Parties assumes any liability for any personal injury or property damage or losses of any kind including, without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained to an Entrant's or any other person's computer equipment resulting from an Entrant's attempt to either participate in the Contest or download any information in connection with participating in the Contest or use of any website. Without limiting the foregoing, everything on any website is provided "as is" without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

(9) CONTEST ADMINISTRATION

All decisions regarding the Contest remain with the Contest Sponsor. The Contest Sponsor reserves the right, in their sole discretion, to modify, cancel, suspend and/or terminate any or all parts of the Contest for any reason.

The Contest Sponsor reserves the right, in their sole discretion, to disqualify any individual found to be in violation of these Official Rules. The Contest Sponsor reserves the right to refuse an Entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any attempt to tamper with the entry process, interfere with these Official Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws, and the Contest Sponsor reserves the right to seek damages

and/or other relief (including attorneys' fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying Entrants from this and future contests of the Contest Sponsor. In its sole determination, the Contest Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's associated Entries. The Contest Sponsor reserves the right, in their sole discretion, to terminate or suspend the Contest should fraud, virus, bugs, or other reasons beyond the control of the Contest Sponsor corrupt the security, proper play or administration of the Contest.

(10) PRIVACY AND PUBLICITY RIGHTS

By accepting the Prize, each Winner grants to the Released Parties, in connection with this Contest, the right to use his/her name, Twitter use name, biographical information, image, photos and/or likeness and statements for programming, promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on television, video, the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

The Contest Sponsor respects your right to privacy. Personal information collected from Entrants will only be used by the Contest Sponsor to administer the Contest and, only if consent is actively given at the time of entry, to provide Entrants with information regarding upcoming promotions and/or events from the Contest Sponsor. For more information regarding the manner of collection, use and disclosure of personal information by the Contest Sponsor, please refer to the Contest Sponsor's privacy policy, available at <http://www.benjaminmoore.ca/en-ca/for-your-home/privacy-statement;jsessionid=gVy2VQ5R1VpLT2NyjVKkMZZppJRy9giclmt4QGbkTRmLXvlpC1XK!1306934750!N ONE>.

(11) GOVERNING LAW

The Contest shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without limiting the generality of the foregoing, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between any person and/or Entrant and the Contest Sponsor in connection with the Contest shall be governed by and construed and interpreted in accordance with the internal laws of the Province of Ontario, Canada, including the procedural provisions of those laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The Contest Sponsor and all Entrants hereby attorn to the jurisdiction of the courts of that Province, sitting in the City of Toronto, Ontario, in respect of the determination of any matter, issue or dispute arising under or in respect of these Official Rules and/or the Contest and agree that any such determination shall be brought solely and exclusively before such courts.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

Any words herein importing the masculine gender shall include the feminine gender and vice versa in both the singular and the plural.

This Contest is not in any manner sponsored, endorsed, administered by or associated with Twitter. You are providing your information to the Contest Sponsor and not to Twitter. By participating in the Contest, each Entrant releases and agrees to indemnify Twitter and hold it harmless from and against any and all costs, claims, damages, (including, without limitation, any special, incidental or consequential damages), or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest related or Prize related

activity, or the receipt, enjoyment, participation in, use or misuse, of any Contest or Prize related activity, whether hosted by Contest Sponsor or a third party.

(12) **PRIZE SUPPLIER**

By entering the Contest, each entrant acknowledges and agrees that MLSE's sole and exclusive role in the Contest is that of Prize Supplier and that MLSE is in no way responsible for the administration of the Contest or the selection of winners and that all such responsibility rests with the Contest Sponsor.