

## LOU MYLES CUSTOM MADE SUIT - CONTEST RULES

### **OFFICIAL CONTEST RULES**

By registering and entering this Contest, you acknowledge that you have read, understood and accept the terms and conditions below (the "Contest Rules").

**TO ENTER:** This contest is open to all residents of Canada. You must be 18 years of age to enter. Contest ends with entries received no later than April 23, 2011. To enter, visit [www.beingfrank.ca](http://www.beingfrank.ca) and follow the links and instructions to complete and submit the registration form, including a valid home mailing address, email address, phone number and a short letter telling Frank why you need a custom made Lou Myles suit. Entries are limited to one (1) entry per person.

**GRAND PRIZE (1):** There is one Grand Prize to be won. Prize consists of one custom made to measure Lou Myles suit - made with unique fabrics from Italy, all made by hand. Approximate value: \$3,500.00 including taxes, delivery, one night's accommodation at the Hilton Garden Inn - Downtown Toronto and a limousine ride to and from the hotel to the Lou Myles store. Prize must be accepted as awarded and no prize substitutions of cash or otherwise or transfer of the prize will be made except for The Being Frank Show's right to make prize substitutions of equivalent kind and value.

If a prize winner is unable to redeem the prize no compensation nor will substitutions be provided. If prize winner resides outside of Toronto, the prize winner is responsible for transportation to and from Toronto to claim the prize. The Being Frank Show will provide one night accommodation at the Hilton Garden Inn - Downtown Toronto, and Limousine ride to and from the hotel to the Lou Myles' store for the winner to get measured for the prize.

To claim the "Grand Prize" winner must present proper identification and answer a skill testing question. Winner must claim the prize from the Lou Myles store located at 380 Millway Ave. Concord, Ontario.

**DRAWING:** To win the grand prize, one entry will be randomly selected from all entries received. Odds of being chosen will depend on number of entries received. The Being Frank Show will make the final random draw to determine the grand prize winner. Winner will be contacted by phone and/or email. If a selected entrant cannot be contacted within three (3) business days the prize will be forfeited and awarded to an alternate entrant. Odds of winning will depend on the total number of eligible entries received. On Monday May 2, 2011 a random draw will be conducted at The Being Frank Shows' head office located 4544 Eastgate Parkway, Mississauga, Ontario L4W 3W6 to determine winner.

**ELIGIBILITY:** To be eligible, you must be a resident of Canada and must be at least 18 years of age. You are not eligible if you are: a) an employee of The Being Frank Show or their affiliates, advertising or promotional agencies, the contest judging organization or the prize suppliers; or b) a member of the immediate family (defined as mother, father, brothers, sisters, sons, daughters and husband or wife) or household of any of the above persons.

Neither the Sponsor, nor any of its respective parents, subsidiaries, affiliates and each of its respective officers, directors, shareholders, agents and employees, nor any Internet access providers (collectively "Released Parties") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer

equipment, software or any combination thereof, inability to access the Website, or for late, lost, damaged, misdirected, incorrect or incomplete entry. For purposes of these Contest Rules, receipt of entry occurs when Website servers successfully receive the Submission and record the required entry information. Any entry information collected from the Contest shall be used only in a manner consistent with the consent given by entrants at the time of entry, with these Contest Rules, and the privacy policies of the Sponsor.

**RELEASES, ETC.:** By entering, entrant signs a release and agrees to hold harmless The being Frank Show, their affiliated and associated companies, their advertising and promotional agencies, prize sponsor, the contest judging organization, contest sponsors, agents, the affiliates of the foregoing and all of their respective directors, officers, owners, partners, employees, agents, representatives, broadcasters and distributors against any and all liability, damages or causes of action (however named or described), with respect to or arising out of (i) entrant's participation in the contest, or (ii) the receipt or use of the prize awarded herein.

By entering the contest, each entrant consents to the use of his/her name, image, photograph, video, voice and city of residence for any and all publicity purposes, commercial or otherwise, in all media used by The being Frank Show without further compensation.

**MISCELLANEOUS:** Entrants who have not complied with these Official Rules are subject to disqualification. Prize is not transferable and must be accepted as awarded with no substitutions in cash or otherwise, except at Sponsor's sole discretion. Sponsors reserve the right to substitute a prize of equivalent monetary value if prize cannot be awarded as described. Sponsor will not be responsible, however, if weather conditions, event cancellations, or other factors beyond Sponsor's reasonable control prevent prize from being fulfilled. Contest Sponsors reserve the right to disqualify any person tampering with the entry process. Contest Sponsors are not liable for any damages, injuries or losses as a result of participation in the contest or acceptance of prize. In any such event, a winner will not be provided with a substitute prize or cash equivalent. Prize will only be awarded to the verified winner. All decisions of the contest judging organization are final and binding in all matters relating to this Contest.

This Contest is subject to all applicable federal, provincial and municipal laws and regulations. Contest void where prohibited. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.

Sponsor reserves the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest or any portion hereof at any time for any or no reason, or to disqualify any individual implicated in any of the following actions, if for any reason:

(a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Contest Rules, or (c) the Contest is otherwise not capable of running as planned.

The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry or rating to be received due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or

hardware) resulting from participation in the Contest, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, unintelligible and/or postage due (or any combination thereof).

The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. By entering, entrants agree and consent to abide by all rules and regulations applicable to this Contest.

In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

Each entrant must acknowledge having read these rules and regulations and agree to be bound by them and all decisions of the "Contest Sponsor".