

## TRACEY: RE-FRAGMENTED OFFICIAL CONTEST RULES

- 1. TO ENTER: NO PURCHASE NECESSARY.** Contest starts at 12:00:01 p.m. Eastern Time (“ET”) on Monday, October 29, 2007 and closes on Thursday, January 31, 2008 at 12:00:59 p.m. ET (the “Contest Period”). To enter, visit <http://www.thetraceyfragments.com> (the “Contest Website”). Register and submit your Entry as instructed. In the event of a dispute, entries online shall be deemed to be submitted by the “Authorised Account Holder” of the email address submitted at the time of entry. “Authorised Account Holder” is defined as the natural person who is assigned to an email address by an internet access provider, on-line service producer, or other organisation (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Limit of (3) entries per individual during the Contest Period, regardless of the email address. All entries must be received by January 31, 2008 at 12:00:59 p.m. Contest Sponsors will not be responsible for illegible, incomplete, lost, misdirected or late entries, which will be void. Any use of automated devices is prohibited.
- 2. ELIGIBILITY:** To be eligible, you must be a resident of Canada. You are not eligible if you are (a) an employee of Tracey Fragments Inc. (the “Contest Sponsor”), their respective parents, affiliates, advertising or promotional agencies or administrators, or the prize suppliers; or (b) a member of the immediate family (defined as mother, father, brothers, sisters, sons, daughters, husband or wife regardless of where they reside) or household of any of the above persons.
- 3. PRIZES: GRAND PRIZE:** There is one (1) Grand Prize (the “Prize”) of a Final Cut Studio 2 software package + Tracey Fragments prize package available to be won. The Prize includes: one (1) Final Cut Studio 2 software package, one (1) Theatrical poster for The Tracey Fragments, (1) copy of the novel The Tracey Fragments by Maureen Medved, and one (1) Framed original still from the film. Approximate value: sixteen hundred dollars (CAD\$1,600.00). Prize winner is solely responsible for all costs or expenses not specifically described herein, including, but not limited to, set up and installation. If the product is sold in various configurations then the least expensive configuration shall represent the prize.  
  
Prize also includes the opportunity for the winner’s final project to be included in the Bonus Features of the Canadian version of the DVD release of the film The Tracey Fragments and on the website <http://www.thetraceyfragments.com>, with no additional compensation to the winner.  
  
Prize must be accepted as awarded with no substitutions, whether in cash or otherwise, except at Contest Sponsors’ sole discretion. Contest Sponsors reserve the right to substitute a prize, in whole or in part, if a prize cannot be awarded as described for any reason.
- 4. JUDGING:** On or around February 14, 2008, an impartial panel of judges (the “Judges”) will review all eligible entries submitted. The criteria that will be used by the Judges to determine the Prize winner, in no particular order, includes creativity, originality, technical merit and overall quality. All judging criteria will be weighed equally. Entries remain the property of the entrant, however by entering, each entrant, or if under the age of majority, his or her parent or legal guardian grants the contest Sponsor a license to reproduce the video entry in any form of media. Contest Sponsor assumes no responsibility for any claims against infringement of the right of privacy with respect to any video upload submitted.
- 5. PRIZE CLAIMS:** Tracey Fragments Inc. acting reasonably, will attempt to contact each potential winner by email within two (2) business days of the Judges selection. Proof of identification must be provided upon request. Eligible entrants will be asked to e-mail back their password as confirmation of identity and provide their full name, mailing address, and phone number. In the event the potential winner cannot be contacted within 2 business days the prize will be forfeited. Before being declared a

winner, each eligible entrant must first correctly answer, a time limited mathematical skill testing question administered by Tracey Fragments Inc., via email. Before being declared a winner, potential winner or, if under the age of majority, his or her parent or legal guardian, will be required to sign and return with the time stipulated by the Contest Sponsor, a full release and indemnity form stating that he/she has read and understood these official rules and regulations (“Rules”), grants all consents required, authorizes the Contest Sponsor to broadcast, publish and disseminate his/her name, city of residence, photograph, likeness, sobriquet and voice, in connection with any promotion or publicity at no additional compensation to the potential winner, beyond the awarding of or participation in the Prize, accepts the Prize as offered and releases the Contest Sponsor from any and all liability of any kind arising out of the potential winner’s participation in this Contest and receipt and use of the Prize. In the event that the potential winner does not comply with all the provisions as contemplated in these Rules, Contest Sponsor shall have the right to disqualify potential winner, and draw an alternate potential winner and the and the Contest Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to selection and notification of a potential winner, if applicable, shall be applied, with the necessary amendments, until a qualified winner has been duly selected.

Prizes will only be delivered to the verified winners. Return of any prize/prize notification as undeliverable may result in disqualification. The Prize may not be sold, transferred and is not convertible to cash.

6. **PERSONAL INFORMATION:** By entering this Contest, entrants consent to the Contest Sponsor’s collection, use and disclosure of their personal information for the purposes of administering the Contest. Personal information will not otherwise be used or disclosed without consent.
7. **RELEASES, ETC.:** By entering, you release and hold harmless the Contest Sponsors, their respective advertising and promotional agencies, the affiliates of the foregoing and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the “Releasees”) from any liability in connection with this Contest or, should you be a winner, the Prize.
8. **LIMITATIONS OF LIABILITY:** Without limiting the release provided in Paragraph 6 above, and for greater certainty, Releasees will not be liable for: a) any incomplete incorrect or inaccurate capture of entry information, whether caused by Contest Website users or by any 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; b) the theft, destruction or unauthorized access to, or alteration of, entries; c) any problems with, or technical malfunctions of, telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; d) any failure of any e-mail to be received by or from Contest Sponsors for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof; or e) damage to a participant’s or other person’s system occasioned by participation or downloading of materials in this Contest.
9. **RIGHT TO TERMINATE, SUSPEND, EXTEND OR AMEND:** Contest Sponsors reserve the right to terminate, suspend, extend or amend this Contest, in whole or in part, without prior notice to the Contestants if any factor interferes with its proper conduct as contemplated by these Official Rules.
10. **MISCELLANEOUS:** By entering this Contest the entrants and participants automatically agree to accept and abide by these Rules. All decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Contest. Entries that are not original compositions by the entrant, illegal, defamatory, obscene or entries that discriminate based on grounds set out in Human Rights codes or any other applicable legislation will not be eligible. No correspondence will be entered into

except with potential winners and contestants requesting a copy of the Official Contest Rules.

The Contest Sponsors reserve their right in their sole discretion to disqualify, from this Contest and any future contest or promotion conducted by Contest Sponsors, any individual it finds to be tampering with the entry process or the operation of the Contest or Contest Website; to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner, or with an intent to annoy, abuse, threaten or harass any other person. Any attempt by an entrant or any other person to deliberately damage any website or to undermine the legitimate operation of the contest is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. In the event of a dispute regarding 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 who is assigned to an email address by an internet access provider, on-line service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A selected entrant may be required to provide Contest Sponsors with proof that he/she is the authorized account holder of the email address associated with the selected entry. This Contest is subject to all applicable federal, provincial and municipal laws and regulations

Requests for a copy of these Official Contest Rules and any inquiries concerning the personal information held by the Contest Sponsors should be addressed to Tracey Fragments Inc. 245 Clinton Street, 2<sup>nd</sup> Floor, Toronto ON M6G 2Y7 att: Tracey: Re-Fragmented