

**Declaration, Release and Waiver Form (the "Release")
<'Full Metal Jacket' Show Us Your Warface> (the "Contest")**

Winner's Name ("Releasor"): _____ Age: _____

Address: _____

City: _____ Province: _____

Postal Code: _____ Telephone No. (with area code): _____

In consideration of being selected one of the finalists in the Contest and in consideration of my participation in the Contest and/or any use or acceptance of the Prize (as hereinafter defined) should I be declared a potential winner, in whole or in part, as the undersigned, I hereby declare, confirm and agree to the following:

1. All capitalized words contained in this Release shall have meaning attributed to it in the Release or the Contest Rules, as hereinafter defined. In the event, there are conflicting definitions the definition attributed herein shall apply.
2. My receipt of the Prize, should I be declared a potential winner, in whole or in part, is subject to fulfilling all obligations contained in the Contest rules, to which this Release is attached (the "**Contest Rules**") including, but not limited to completing and returning this Release.
3. I have read the Contest Rules, and I am eligible to win the following Prize, should my Submission be selected as a potential winner.

The Grand Prize consists of the following:

- Your submission, as defined below, may be used as part of the on-screen presentations of 'Full Metal Jacket', at participating Cineplex theatres, on May 27 & 29, 2013
 - A pair of passes to attend a presentation of a future 'Most Wanted Mondays' performance at participating Cineplex theatres, not including 'Full Metal Jacket'
4. I acknowledge that: The Grand Prize does not include anything not explicitly set forth in the Grand Prize description above, including but not limited to royalty payments or payments of any kind for the use of the winner's Submission, Sponsor reserves the right to not use the Submission and no additional compensation or prize substitution will be provided to the winner. The Grand Prize must be accepted as awarded without substitution and is not transferable or redeemable for cash or allowed to be sold. The Sponsor reserves the right to substitute the Grand Prize in whole or in part in the event that all or any of the components of the Grand Prize are unavailable. In the event that the winner is unable to redeem any or all of the Grand Prize components due to reasons beyond the control of the Sponsor, its employees, representatives, agents and all parties associated with this Contest, no compensation or substitution Grand Prize will be provided.
 5. I acknowledge that the Prize will be accepted as awarded to me. I understand that the Sponsor, if any, have the right, in their absolute discretion, to make substitutions of equivalent kind or value in the event of unavailability of any component(s) of the Prize for any reason whatsoever. The Sponsor do not make any representations or warranty regarding the Prize.
 6. I am over the age of majority in my province of residence.
 7. I agree to return to the Sponsor any Prize, or component thereof, which may be awarded to me, if any statement made by me in this Release are false.
 8. I further represent and warrant that the Video (the "Submission"):
 - (a) is solely my original work and has not been taken from or based on any other work;
 - (b) is free, clear and unencumbered;
 - (c) has not, in whole or in part, been previously published or won an award or prize of any kind;
 - (d) does not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;

- (e) is not subject to any third party agreements, and that the Sponsor will not be required to pay or incur any sums to any person or entity as a result of their use, exhibition or exploitation of the idea or Submission or elements therein;
 - (f) does not violate the Contest rules
9. I agree to indemnify and hold the Releasees harmless from and against any and all loss, damage, cost, charges, legal fees, recoveries, judgments, penalties and expenses that may be suffered by or opposed upon the Releasees by reason of: (i) any violation or infringement of any proprietary right or copyright; (ii) any unlawful matter contained in the Submission; or (iii) any breach of the representations and warrants of this Declaration and Release Form.
10. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I acknowledge and agree that, Cineplex Entertainment Ltd. shall be entitled to (a) alter, adapt or make additions to or deletion from the Submission at their sole discretion and I hereby waive the benefit of any provision of law known as "moral rights" prevailing now or in the future in any part of the world, to the extent it may be waived; and (b) make and exploit and to authorize the making and exploitation of the Submission in perpetuity and throughout the world, in any manner and in any medium or form of distribution and for any and all promotional and advertising use, and other trade purpose, display in public and communications to the public and in all media whether now known or hereafter invented. I further waive the right to inspect or approve any use thereof. I acknowledge that no fees, royalties, residuals or other consideration will be payable to me in respect of any use of the Submission in any manner or media now known or hereafter invented.
11. In consideration of being selected as the winner of the Prize, I as Releasor, which term includes successors, heirs, executors, administrators, estate trustees and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases, remises and forever discharges Cineplex Entertainment Corporation on its own behalf and as general partner to Cineplex Entertainment Limited Partnership ("**Cineplex**") and any prize provider, including all respective subsidiaries and affiliates, and all their collective present and former officers, directors, shareholders, trustees, employees, agents, servants, successors and assigns (hereinafter collectively referred to as the "**Releasees**") of and from all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, complaints, claims, demands, liens, proceedings, damages and losses of any nature whatsoever which the Releasor has had, now has, or may hereafter have against any of the Releasees for or by reason of or in any way arising out of any cause, matter, or thing existing up to the Contest sponsored, in whole or part, by Cineplex. I further specifically agree not to take any steps or initiate any proceedings under or related to the Human Rights Code enacted in any province in Canada or the Canadian Human Rights Act. I further represent and warrant that I have not assigned to any person, partnership, corporation or other such entity any of the matters which I release by this Release or which I agree not to make any claim or take any proceedings. I further agree that for the consideration aforesaid, I will not make any claim or commence or maintain any action or proceeding against any person or corporation or the Crown in which any claim could arise against any of the Releasees for contribution or indemnity or any other relief with respect to the matters released by this Declaration and Release.
12. Without limiting the generality of the foregoing, I acknowledge that the Releasees shall have no liability and will be held harmless for any liability, loss, injury or death to Releasor or any other person, including, without limitation, damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Prize, or component thereof, or participation in this Contest.
13. In consideration of being selected as a potential winner of the Prize, I acknowledge that Cineplex may wish to promote its services and events in reference to this Contest or contests in general. I therefore hereby grant Cineplex the right to use the personal information collected about me, including any photograph(s) of me, or in which I may be included with others, along with any additional opinions, preferences and/or personal information I may have provided to Cineplex (my "**Consent**"). I have the right at any time, and from time to time, to withdraw my Consent regarding the use of my personal information and to request that Cineplex discontinue any use of my personal information. Upon notice of such request Cineplex shall remove the specified photograph(s) and/or personal information and discard/destroy such information or return the information to me, whichever I prefer. Furthermore, Cineplex shall only collect, use and handle my personal information in strict accordance with all of Cineplex's privacy policies and in strict compliance with all applicable Canadian privacy legislation.
14. I acknowledge that I have had an adequate opportunity to read and consider this Release and to obtain such advice in regard to it. I declare that this Release is given voluntarily and that I have read the foregoing and fully understand the contents hereof.

IN WITNESS WHEREOF the Releasor has executed this Release on the date indicated below.

Releasor's Name

Witnesses Name

Releasor's Signature

Witnesses Signature

Date: _____

Date: _____