

LE CHÂTEAU, INC. AND SENSATION MODE PROMOTIONAL CONTEST
(the "Contest")

Contest Rules, Legal Restrictions
and Participation Form (the "Form")

1. **Contest Eligibility.** The Contest is open to all residents of Canada who have reached the age of majority in the province in which they reside and who have a valid email address.

This contest is not open to employees of Le Château Inc., its directors, officers and employees and those of its affiliated and associated companies, agents, advertising and promotional agencies and members of their respective immediate families living in the same household. This contest is not open to employees of Sensation Mode, its directors, officers and employees and those of its affiliated and associated companies, agents, advertising and promotional agencies and members of their respective immediate families living in the same household. This contest is void where otherwise prohibited by law. Contestants can enter the contest only once for the Grand Prize. All additional entries will be disqualified.

2. **No Purchase Necessary.** No purchase whatsoever is required in order to be eligible to enter this Contest. To enter, simply fill out the on-line ballot found at <http://www.montreal-fashionweek.ca/>

3. **Prize.**

Only one (1) Grand Prize will be awarded. The Grand Prize consists of one (1) individual Le Château gift card having a total retail value of Five Hundred Canadian dollars (CAD\$500), as well as two (2) passes to a fashion show (retail value of Fifty Canadian dollars (\$50)) taking place at the Montreal Fashion Week on date and time to be determined, located at Marché Bonsecours, 350 St-Paul street east, Old Montreal. (the "**Grand Prize**").

The Le Château gift card, in whole or in part, may not be exchanged for money; nor will credit balances be refunded in cash. For clarity, the Le Château gift card has no monetary value and can only be exchanged for merchandise. No transportation will be provided to or from any Le Château store or to or from the Fashion Show. Le Château inc. will contact the winner on October 6, 2009 via the Email address or phone number provided by the winner at the time of entry to coordinate the delivery of the gift card to the winner and to inform them of the logistics in order to attend the Fashion Show .

4. **Entry.** The Contest begins on Wednesday September 30, 2009 at 11:59 a.m. (Eastern time) and ends on Tuesday, October 6, 2009 at 9:00 a.m. (Eastern time) (the "**Contest**"). All entries must be received by Sensation Mode by such time.

Eligible persons may enter the Contest between 12:00 p.m. on September 30, 2009 and 8:59 a.m. on Tuesday, October 6, 2009 by visiting the Montreal Fashion Week website at www.montreal-fashionweek.ca, following the relevant links and completing all required fields

of the entry form (the "Entry Form").

5. Game of Chance and Skill; Winner Selection. This Contest is a game of chance and skill. The Grand Prize winner will be selected by a random draw at 12:00 p.m. on Tuesday, October 6, 2009 at 4035 St. Ambroise - 507 in Montréal, Québec, from all eligible entries electronically received from across Canada (the "Grand Prize Winner"). Odds of winning are determined by the number of eligible entries received.

The Grand Prize Winner will be notified via email at the Email address provided by the winner at the time of entry (the "Email Notification") by Tuesday, October 6, 2009 prior to 5pm. The Email Notification will include a mathematical skill-testing question that the Grand Prize Winner will be required to answer accurately and unaided in his or her Email response to the Email notification (the "Response"). The Grand Prize Winner must email Le Château (marketing@lechateau.ca) prior to October 8, 2009 at 5:00 pm and answer the skill-testing question and provide Le Château with their full mailing address.

Le Château must have actually received the Response before 5pm on October 8, 2009 when the Email Notification is deemed to have been received by the winner. For the purposes of the Contest, the Email Notification shall be deemed to have been received by the winner when it is received by the Email or Internet service provider or system used and designated below by the winner and is capable of being retrieved by the winner. The Grand Prize Winner is responsible for maintaining its computers, systems, Email account and other necessary technology or services in good working condition and for being available, so as to be able to receive and retrieve the Email Notification and send the Response within the above delay. If Le Château is unable to send the Email Notification to the Grand Prize Winner for more than 48 hours, despite having tried to do so at least three times, due to technical reasons not attributable to Le Château (reasons not attributable to Le Château would be, e.g., failure of Le Château's computer systems, failure of Le Château's Internet connection or account, etc.), the Grand Prize may be awarded to another participant, who will be required to correctly answer a mathematical skill-testing question within a period of 2 days following an Email Notification before he or she can claim the Grand Prize. Moreover, failure of the Grand Prize Winner to correctly answer the mathematical skill-testing question or to have the Response actually received by Le Château prior to 5 pm on October 8, 2009 will result in the Grand Prize being forfeited and awarded to another participant, who will be required to correctly answer a mathematical skill-testing question within a period of 2 days following an-Email Notification before he or she can claim the Grand Prize. Once a Grand Prize Winner has accurately responded to the mathematical skill-testing question prior to 5 pm on October 8, 2009, Le Château will promptly mail the Grand Prize to such winner at the mailing address provided by the Grand Prize Winner at the time of entry. If a Grand Prize winner has not been established by 5pm on October 8, 2009, the Grand Prize will be forfeited. All decisions made by the Contest judges are final.

No substitution of the Grand Prize will be allowed. If the Grand Prize cannot be awarded due

to actions or circumstances beyond the control of Le Château and Sensation Mode, a substitute prize of equal or greater retail value will be awarded. The Grand Prize cannot be redeemed for cash. The Grand Prize Winner will be liable for all taxes, shipping, handling and delivery fees that may apply. The Grand Prize is not transferable.

6. In the event of any dispute regarding entries received from multiple users having the same e-mail account, entries will be deemed to be made by the authorized account holder of the e-mail address submitted during entry. The "authorized account holder" is the natural person who is assigned to the e-mail address by an internet access provider, on-line service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Winning entries may be required to provide the Sponsors with proof that the claimed winner is the authorized account holder of the email address associated with the winning entry, or forfeit the prize.
7. Identity of Winner. The name and city of residence of the Grand Prize Winner may be posted on Le Château's web site for a period of one month, Le Château's page on Facebook page for a period of a month, on the Montreal Fashion week website for a period of a month, as well as Montreal Fashion week's page on Facebook page for a period of a month.

By entering this contest, all entrants give Le Château and Sensation Mode the right to include their name and information on all of its mailing lists and to use their name in any promotions and/or publicity carried out by Le Château and Sensation Mode and agree to grant to Le Château and Sensation Mode a non-exclusive irrevocable license and right to incorporate, use and reproduce the entrant's photograph, voice, name information and likeness in whole or in part in and in connection with the advertising, exhibiting, marketing, promotion and exploitation of the business of Le Château and Sensation Mode in any manner, in all media throughout the world.

8. Prize Substitution. Le Château reserves the right to substitute prize(s) of equivalent kind and/or value.
9. Disclaimer and limitation of liability. The information, data and graphics included in the form may include technical or typographical errors or inaccuracies. Le Château and Sensation Mode does not warrant the reliability, suitability, availability, correctness and accuracy of such information, data and related graphics. All such information, data and related graphics are provided "as is" without any warranty of any kind.

Le Château and Sensation Mode do not warrant that the Montreal Fashion Week website or the Le Château.com website any technology or system whatsoever used in relation to the contest will be free of defects, problems, viruses or errors, or that it will perform without interruption, appropriately or error-free. In particular, but without limitation, Le Château and Sensation Mode shall not be responsible for (a) any late, lost, garbled, misdirected, incomplete, or damaged entries; (b) any risk, danger, damage, trauma, error, problem or delay related to the electronic or Email transmission of the form, the Email Notification, the response or any other communication contemplated hereunder; (c) any game disruptions, injuries, losses or damages; (d) any printing or typographical errors in any materials associated with the contest; or (e) any delay, problem, bug, error, mistake or interruption of Montreal Fashion Week's website or the

Le Château website or any technology or system whatsoever used in relation to the contest, or in the contest's results, management, conduct or administration. Except as expressly stated herein, Le Château and Sensation Mode hereby disclaims any and all warranties and conditions, express or implied, written, electronic or verbal, with regard to the results, outcome, management, conduct or administration of the contest including, without limitation, all implied warranties and conditions of merchantability or fitness for a particular purpose.

Le Château Inc. and Sensation Mode including all its affiliated and associated entities (collectively the "*Sponsors*") assume no responsibility for lost, stolen, mutilated, late, misdirected or ineligible entry forms or for any computer, online, human or technical malfunctions that may occur in the administration of the contest. If for any reason this contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of the Sponsors or any act corrupts or affects the administration, security, fairness, integrity or proper conduct of this contest, the Sponsors reserve the right, in their absolute and sole discretion, to disqualify an individual and/or cancel, terminate, modify or suspend the contest. The Sponsors shall not be responsible under any condition whatsoever for any problems or technical malfunctions relating to the contest. Any attempt by anyone to damage or disrupt the contest shall be considered a violation under criminal and civil law. The Sponsors reserve the right to seek damages or other remedies against such person. All participants assume the liability for any injuries caused or claimed to be caused by participation in this contest, or the use or misuse of the prizes granted herein.

You acknowledge that the damage that you may sustain or suffer as a result of entering or trying to enter or in relation to the contest could in no case exceed \$1, and that Sensation Mode and Le Château's maximum aggregate liability towards you in relation to or arising under the contest (including without limitation, for breach of contract, strict liability, tort, including negligence or any other legal or equitable theory), shall be limited to your actual and direct damages and shall not, under any circumstances, exceed your best case scenario expectancy of gain under the contest, which you agree, is at best One dollar Canadian (\$1.00). You acknowledge and agree that in no event will Sensation Mode or Le Château be liable for damages in respect of general, incidental, aggravated, punitive, treble, exemplary, indirect, special or consequential damages, including, but not limited to, damages for loss or unauthorized use of data or information, loss of chance, damages related, directly or indirectly, to the use of the Montreal Fashion Week web site or Le Château website or the contest, failure to realize expected savings, even if Le Château or Sensation Mode has been advised of the possibility of such damages.

10. General Release. By participating in the Contest you release and agree to hold harmless Le Château, Sensation Mode and participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "**Released Parties**") from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection, directly or indirectly, with the Contest, or loss of, failure to win, acceptance, possession, or use of the Prize (including, without limitation, claims, costs, injuries and losses related to personal injuries, personal information or privacy related damages, defamation or portrayal in a false light, whether intentional or unintentional), under any legal or equitable theory whatsoever, whether in contract, tort (including negligence), extra-contractual liability, statute, case law, common or civil law, or other legal or equitable

theory.

11. Internet/Technology Related Misconduct. If, for any reason, Montreal Fashion Week's web site or Le Château's website or any associated program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sensation Mode and Le Château, that corrupt or affect the administration, security, fairness, integrity, results, or proper conduct of this Contest, Le Château and Sensation Mode reserves the right, at its sole discretion, to lock out any individual whose eligibility is in question, or to cancel, terminate, modify or suspend this Contest at any time.

12. Rules; Winners List. Contest participants agree to abide by the terms of the Form and by the decisions of Le Château and Sensation Mode, which are final on all matters pertaining to this Contest. Le Château and Sensation Mode reserves the right to change the Form or its content at any time.

13. Severability. In the event that any provision of this Form is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Form shall remain valid and enforceable according to its terms. Le Château, Sensation Mode and the participants intend that the provisions of the Form be enforced to the fullest extent permitted by applicable law. Accordingly, it is agreed that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

14. This Contest is subject to all Federal, Provincial and Municipal laws and regulations and is void where prohibited. For any person entered into the Contest who is a resident of Québec, any litigation respecting the conduct or organization of the Contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement. Upon entering this contest, all participants release the Sponsors and all their respective employees from any potential liability related to the prizes and the use of the prizes.

15. Facultative Enrollment to Le Château Email Marketing Program. For a period of five (5) years, Le Château may keep and use the personal information provided below in order to operate its web sites, deliver products-and-services marketing-related Emails and materials to you, and to allow you to be eligible to additional promotional contests. Le Château may compile, store and use this personal information in its databases for its marketing mailing list. You may, at all times, have access to your personal information and require Le Château to modify or destroy such personal information, in whole or in part.

Facultative Enrollment to Sensation Mode's Email Marketing Program. For a period of five (5) years, Sensation Mode may keep and use the personal information provided below in order to operate its web sites, deliver products-and-services marketing-related Emails and materials to you, and to allow you to be eligible to additional promotional contests. Sensation Mode may compile, store and use this personal information in its databases for its marketing mailing list. You may, at all times, have access to your personal information and require Sensation Mode to modify or destroy such personal information, in whole or in part.

PERSONAL INFORMATION NECESSARY TO RUN THE CONTEST:

- First name
- Last name
- Gender
- Valid email address
- Postal Code