

ONLINE CONTEST JUNE 2010

BENCH.CA 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 Bench, 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 or any person living in the same household. This contest is void where otherwise prohibited by law.

Contestants can enter the contest once only for the contest. 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 www.bench.ca

3. **Prizes.**

One (1) Weekly Prize valued at \$150.00 will be awarded, to be used only for online purchases at www.bench.ca. The prize may not be exchanged for money; nor will credit balances be refunded in cash.

4. **Entry.** The Contest begins on Monday, June 21, 2010 at 9:00 a.m. (Eastern time) and ends on Thursday, September 30, 2010 at 5:00 p.m. (Eastern time) (the "**Contest**"). All entries must be received

by Bench.ca by such time.

Eligible persons may enter the Contest between 9:01 a.m. on June 21, 2010 and 4:59 p.m. on Thursday, September 30, 2010 by visiting www.bench.ca, following the relevant links and completing all required fields of the entry form (the "**Entry Form**").

5. **Game of Chance: Winner Selection.** This Contest is a game of chance.

The Winners will be selected by a weekly random draw performed electronically at Freemark Apparel Brands Inc. 5640 Pare Street, Montreal, Quebec H4P 2M1

Odds of winning are determined by the number of eligible entries received.

The Winners will be notified via email provided by the winners at the time of entry (the "**Notification**")

The Winners are responsible for maintaining its computers, systems, email account and other necessary technology or services in good working condition. If Bench is unable to reach the Winners by email the Prize may be awarded to another participant.

All decisions made by the Contest judges are final.

Bench will email the Prizes to the Winners. The Prizes will consist of one (1) weekly Bench.ca gift card,

The Prize Winners may not request and/or obtain a substitution of the Prize. If the Prize cannot be awarded due to actions or circumstances beyond the control of Bench, a substitute prize of equal or greater retail value will be awarded. The Prize cannot be redeemed for cash.

The Prize Winners will be liable for all taxes, shipping, handling and delivery fees that may apply. The Prize is not transferable.

6. In the event of any dispute regarding entries received from multiple users having the same email

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.

By entering this contest, all entrants give Bench 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 Bench and agree to grant to Bench 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 Bench in any manner, in all media throughout the world.

8. Prize(s) Substitution. Bench 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. Bench 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.

Bench does not warrant that Bench's site or 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, Bench 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 Bench's web site 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, Bench 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.

Bench (including all its affiliated and associated entities:)

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 Bench'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 \$1. You acknowledge and agree that in no event will Bench 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 Bench web site or the contest, failure to realize expected savings, even if Bench has been advised of the possibility of such damages.

10. General Release. By participating in the Contest you release and agree to hold harmless Bench, 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), extracontractual liability, statute, case law, common or civil law, or other legal or equitable theory.

11. Internet/Technology Related Misconduct. If, for any reason, Bench'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 Bench, that corrupt or affect the administration, security, fairness, integrity, results, or proper conduct of this Contest, Bench 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 Bench, which are final on all matters pertaining to this Contest. Bench 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. Bench 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 Bench Email Marketing Program. For a period of five (5) years, Bench 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. Bench 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 Bench to modify or destroy such personal information, in whole or in part.

PERSONAL INFORMATION NECESSARY TO RUN THE CONTEST:

Gender

Valid email address