

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING RESIDENTS OF QUEBEC)
AND IS GOVERNED BY CANADIAN LAW**

1. CONTEST PERIOD:

The Shoe Company Contest begins on August 13, 2015 at 8:00 a.m. Eastern Time (“ET”) and ends on August 28, 2015 at 11:00 p.m. ET (the “Contest Period”).

2. ELIGIBILITY TO ENTER:

The Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Connie Peters (the “Sponsor”), The Shoe Company, a subsidiary of Town Shoes Limited (“The Shoe Company”), their respective associated and affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “Contest Parties”).

3. THE SHOE COMPANY IS NOT INVOLVED:

The Contest is in no way sponsored or administered by The Shoe Company. You understand that you are providing your information to the Sponsor and not to The Shoe Company. The Shoe Company is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to The Shoe Company.

4. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “Rules”). The sole determinant of the time for the purposes of this Contest will be the Sponsor’s Official Clock(s).

5. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, go to <http://modernmama.com/> the “Website”) and follow the on-screen instructions to obtain, complete (with all required information) and submit the Official Contest Entry Form to be eligible to earn one (1) Entry (the “Entry”) in the Contest. To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period.

6. ENTRY LIMIT AND ADDITIONAL ENTRY RULES:

There is a limit of one (1) Entry per person. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the letter and spirit of these Rules (all as determined by the Sponsor in its sole and absolute discretion), to enter or otherwise participate in or disrupt this Contest; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified from the Contest. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “Released Parties”) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

7. VERIFICATION:

The Sponsor reserves the right, in its sole and absolute discretion, to require proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the letter and/or spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the time frame specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

8. PRIZE:

There will be one (1) Prize (the “Prize”) available to be won consisting of \$250 CAD in The Shoe Company Gift Cards (subject to the terms and conditions of the issuer) for the confirmed winner. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from neither the Sponsor nor any of the Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory.

Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award.

9. ELIGIBLE WINNER SELECTION PROCESS (RANDOM DRAW):

On August 28, 2015 (the “Draw Date”) in Toronto, ON at approximately 11:00 p.m. ET, one eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

10. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three ([3]) attempts to contact the eligible winner within fourteen (14) business days of the Draw Date. If the eligible winner cannot be contacted within fourteen ([14]) business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 8 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

11. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within three ([3]) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If the eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 8 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

12. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any malfunction(s) or other problem(s) of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Entry and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.