



Official 2008 Scotiabank People's Choice Contest Rules and Regulations

The Bank of Nova Scotia ("Scotiabank") is the sole organizer, sponsor and administrator of the Scotiabank Nuit Blanche Official People's Choice Contest. ("the Contest").

THE CONTEST PERIOD

The Contest runs from Saturday 6:52 pm (ET) on October 4, 2008 until Monday October 6th until 11:59 pm (ET) (the "Contest period").

HOW TO ENTER

You can enter the Contest in one of two ways:

1) Short Message Service ("SMS") Text Message Option

To enter the Contest via SMS text messaging, the entrant will require a mobile phone with text messaging capabilities. Premium text rates will apply for each vote. By entering, the entrant acknowledges and agrees that the entrant's mobile phone number will automatically be sent to the Sponsor.

- a) Text your vote for your favorite Scotiabank Nuit Blanche 2008 artist by sending your favourite artist's project code number to short code 726842 (SCOTIA) during the Contest period.
- b) Project code numbers can be found on signage at each project location and in the Event Guide, or at one of the 3 Scotiabank Nuit Blanche information centres (see locations indicated below).
- c) There is no limit to the number of SMS votes you can submit per zone.
- d) Upon successful receipt of your SMS vote, you will receive a confirmation SMS message stating that your vote has been received.
- e) Each SMS vote will automatically receive one (1) entry into the Contest during the Contest period.
- f) A \$0.50 CAD charge applies for each SMS message. Void where prohibited.



2) Online Voting Option

To enter online, visit the Scotiabank Nuit Blanche website www.scotiabanknuitblanche.com or www.scotiabanknuitblanche.ca Use your own computer or enter online at one of the information tents located in each of the three Scotiabank Nuit Blanche zones located at:

<u>Zone A:</u> Scotiabank Information Centre Yonge-Dundas Square Toronto	<u>Zone B:</u> Scotiabank Information Centre Scotia Plaza/Union Station Toronto	<u>Zone C:</u> Scotiabank Information Centre Liberty Village Lampport Stadium Parking Lot Toronto
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Complete the online Contest form with your full name, contact number, and Scotiabank Nuit Blanche People's Choice vote ("Art Project Code Number" or "Project Title"). Artist's information for voting can be found on signage at each project location or at each Scotiabank Information Centre.

There is no limit to the number of online votes you can submit per zone. Each vote will automatically receive one (1) entry into the prize draw during the Contest period. No purchase required. Void where prohibited.

To be eligible, all entries must be received during the Contest period. All entries become the property of Scotiabank. Scotiabank assumes no responsibility for any lost, late, damaged, destroyed, misidentified, illegible or misdirected entries or for any other such problems occurring in connection with participation of this Contest.

Contest forms are subject to verification by Scotiabank. Any entry form that is, as the case may be, fraudulent, incomplete, mutilated or that does not allow the Sponsor to correctly identify the Contest entrant will be automatically rejected and will not give right to an entry or a prize.

Any person who enters or tries to enter the Contest in a manner which is unfair to the other entrants will be automatically disqualified and could be referred to the appropriate authorities.

By entering the Contest, Contest winners release Scotiabank, its subsidiaries, affiliated companies, their advertising and promotional agencies, their employees, representatives and agents from any and all liability for damages of whatever nature that arise from the acceptance or use of their prize.



TECHNICAL DIFFICULTIES AND TAMPERING

The Sponsor shall not be responsible for any failure of the website during the promotion or for any problems or technical malfunction of a telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail, on-line, or Internet entry to be received by the Sponsor. In addition, the Sponsor shall not be responsible due to technical problems, traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer or property related to or resulting from playing or downloading any material in the promotion. The Sponsor reserves the right, at its sole discretion to cancel or suspend this Contest should a virus, bug or any other cause beyond the reasonable control of the Sponsor corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is 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,

WHO CAN ENTER

The Contest is open to all persons residing in Canada, who have reached the age of majority in the place they reside at the time they enter the Contest. Employees, agents and representatives of Scotiabank as well as members of their immediate families (father, mother, brothers, sisters, children,) their legal or common-law spouse and any individual with whom such employees, agents and representatives reside, and any of Scotiabank's subsidiaries, advertising and promotional agencies, suppliers of prizes, material and services in connection with the Contest or any other person directly related to the holding of the Contest are excluded.

PRIZES

There will be a total of thirty one prizes (31), consisting of one (1) Grand Prize and thirty (30) Secondary Prizes.

Grand Prize

There will be one (1) Grand Prize ("the Grand Prize") awarded consisting of a trip for two (2) to Nuit Blanche Paris in 2009. The trip consists of round trip economy air transportation for two (2) from the Canadian International Airport closest to the winner's place of residence (airport, carrier and airline ticket class selected at the sole discretion of the Contest Sponsor), return ground transfers between the Paris airport and a hotel designated by the Sponsor, four (4) consecutive nights standard accommodation (double occupancy) in Paris (accommodation to be selected at the sole discretion of the Sponsor), \$500 per person spending money for the Grand Prize Winner and his/her travel companion, and a personal guide for the Nuit Blanche Paris event including transportation from the hotel to the event and a three (3) hour guided experience. The Grand Prize is valued at approximately ten thousand dollars (\$10,000 CAD).



The following conditions apply to each trip:

The Grand Prize must be accepted as awarded without substitution and is not transferable or redeemable for cash or allowed to be sold. Booking must be confirmed 30 days prior to departure. No change in traveling arrangements can be made once the booking has been confirmed. Traveling companion must depart from the same airport and on the same itinerary as the winner. Seat selection and baggage fees are not covered. 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.

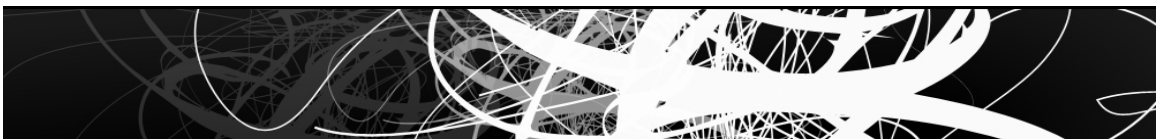
In the event that the selected entrant is unable to use any or all of the Grand Prize components due to reasons beyond the control of the Sponsor, its employees, representatives, agents and all parties associated with this Contest, no compensation or substitution prize will be provided. All taxes and transportation related fees on prizes other than taxes specifically referred to in these rules are the responsibility of the winner. All other expenses not specifically included in the Grand Prize, including but not limited to, transportation to and from the airport in the winners place of residence, in-room movies, room service, meals, gas and any other personal expenses are the sole responsibility of the winner and his/her guest.

Hotel accommodation and air travel dates are subject to availability and as determined by the Sponsor. Travel insurance if required must be purchased separately by the winner. The Sponsors will not be responsible for risks associated with air travel, international holiday, and quality of service provided by the airline, hotel staff and management and the tour organizers.

Prize must be accepted as awarded and is non-transferable or convertible to cash. The prize cannot, in any case, be transferred to another person (except upon request to Scotiabank who may refuse at their sole discretion), substituted to another prize nor exchanged in whole or in section for their cash value, subject to what is stated in the following paragraph.

In the event that Scotiabank cannot award a prize or section of a prize, as described in these Rules, Scotiabank reserves their right to award a prize (or section of the prize) of the same nature and equivalent value or, at their sole discretion, to award the prize value indicated in the rules, or of part of the prize, in cash.

Sponsor must receive the executed Receipt, Release, Discharge, Publicity and Indemnity form from the potential Prize winner and their traveling companion or the potential winner will be disqualified and will not receive the Prize. All trip date requests must be submitted in writing at least forty-five (45) days prior to departure to "Carlson Marketing, 2845 Matheson Blvd E., Mississauga, Ontario L4W5K2."



Secondary Prizes

There will be thirty (30) Secondary Prize awards consisting of (15) fifteen ROM (Royal Ontario Museum) annual memberships awarded each with an approximate retail value of \$90.00, and (15) fifteen AGO (Art Gallery of Ontario) annual memberships awarded each with an approximate retail value of \$75.00.

CONTEST DRAW

A random draw will be conducted at 2845 Matheson Blvd. E, Mississauga, Ontario on Wednesday, October 16, 2009 from all eligible entries received during the Contest period.

Odds of winning a prize depend on the number of eligible entries received.

HOW TO WIN

In order to win, the selected entrant must first be reached by phone before the end of the day on or before October 27, 2008. If a selected entrant cannot be contacted in a timely fashion or if, for any reason, the prize cannot be awarded, another Contest entry will be randomly selected and so on, until the prize has been awarded. Arrangements will be made for the awarding of the prize at the time the entrant is contacted. The winner must correctly answer the mathematical skill-testing question on the Contest entry form.

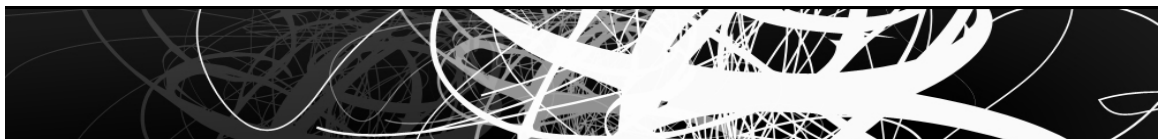
By entering this Contest, entrants agree to abide fully by the Contest rules and regulations and the decisions of Scotiabank, which are final. The winner will be required to sign Scotiabank's standard release documents within fifteen (15) days following its receipt before receiving the prize and authorize Scotiabank to announce and publish his or her name, address (city only) and photograph or likeness, in any future publication without further compensation, or other obligation to the winner.

PRIVACY POLICY

Scotiabank will use the contact information provided in Contest entries for administration of this Contest only.

The Sponsor is committed to respecting your privacy rights. Any personal information collected will be handled in strict accordance with the Scotiabank Group Privacy Agreement found at www.scotiabank.com and all applicable privacy legislation. The Sponsor will not sell your personal information collected for this Contest to any third parties.

Unless you have consented by ticking the opt-in box on the entry form to receive information from members of the Scotiabank Group about their products and services, any personal information collected for this Contest shall be used by the Sponsor solely for the purpose of managing and administering this Contest.



By entering this Contest, you hereby consent to the Sponsor's collection, use and disclosure of your personal information in order to manage and administer this Contest. By ticking the relevant box on the entry form, you also consent to the disclosure of your personal information to members of the Scotiabank Group so that they may tell you directly, including by telemarketing, about their products and services.

GENERAL CONDITIONS

The Grand Prize and Secondary Prize winners acknowledge that upon receipt of a letter from Scotiabank that confirms their prize, the services related to the prize will become the sole and exclusive responsibility of the supplier of the prize or of a section of the prize. The Grand Prize and Secondary Prize winners agree to sign a declaration to such purpose in the Declaration Form prior to being declared winner and taking possession of their prize.

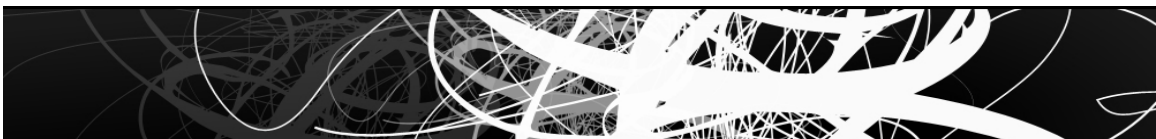
Scotiabank remains at all time sole proprietor of all entry forms. None of the entry forms will be returned to Contest entrants. No communication will be exchanged with Contest entrants other than Contest winners.

Scotiabank reserves the right, at its sole discretion, to cancel, modify, terminate or suspend the Contest, in whole or in part, in the case of an event or of any human intervention that could corrupt or affect the administration, safety, impartiality or the holding of the Contest as foreseen in the rules and regulations, subject to the approval of the Régie des alcools, des courses et des jeux du Québec, if required.

In any case, Scotiabank, its subsidiaries, advertising and promotional agencies, as well as its employees, agents and representatives, cannot be held to award more prizes or award the prizes otherwise than in compliance with the present Contest rules and regulations.

Scotiabank, its subsidiaries, advertising and promotional agencies, employees, agents and representatives are not liable for faulty computer components, software, or communication lines, relating to the loss or absence of network communication that could limit the possibility or prevent any person from reading the terms and conditions of the Contest and also waive all liability from any damages or loss that could arise, directly or indirectly, in whole or in part, from downloading any web page or any software of any form and by the transmission of any data relating to participation in this Contest.

All decisions of Scotiabank or those of their representatives regarding the Contest are final and binding, subject to, for the persons residing in Quebec, any decision by the Régie des alcools, des courses w des jeux du Québec in relation to matters under its jurisdiction. For the purpose of the present Rules, the entrant is the person whose name appears on the entry form selected for the Grand Prize and Secondary Prizes, as the case may be, if he/she is declared a winner.



For Quebec residents, any litigation respecting the conduct or organization of a publicity 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 des alcools, des courses et des jeux only for the purpose of helping the parties to reach a settlement.

Scotiabank and its agents, representatives and assigns reserve the right to void any entry and/or cancel or modify the Contest in whole or in part (without notice to entrants individually) if, in their sole discretion, they determine that for any reason the Contest is not capable of running as originally planned due to fraud, technical failures, human, printing or distribution errors, or any causes or occurrences have compromised the administration, safety, fairness or integrity of the Contest.

The Contest is subject to all applicable federal, provincial and municipal laws.

