

## 2019-2020 'SENS FAN FOR LIFE' SEASON SEAT RENEWAL CONTEST

### CONTEST RULES

#### ELIGIBILITY

1. The 2019-2020 'Sens Fan for Life' Season Seat Renewal Contest (the "**Contest**") is conducted by Capital Sports & Entertainment Inc. (the "**Sponsor**") and is open to:
  - a) businesses with their registered head office addresses in Canada which are currently operating in either the province of Ontario or the province of Quebec ("**Business Entrants**"); and
  - a) individuals who: (i) are legal residents of Canada; (ii) currently reside in either the province of Ontario or the province of Quebec; and (iii) have reached the age of majority in the province in which they reside ("**Individual Entrants**").

Business Entrants and Individual Entrants shall be collectively referred to in these Contest Rules as "**entrants**" and individually referred to in these Contest Rules as an "**entrant**".

2. Business Entrants are not eligible to participate in the Contest if they: (a) have an office address within the Canadian Tire Centre; (b) are affiliated with, related to, or an agent or representative of the Sponsor, the National Hockey League ("**NHL**"), the NHL Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., or the NHLPA; or (c) are sponsors, promoters, suppliers or advertisers of any of the foregoing.
3. Individual Entrants are not eligible to participate in the Contest if they are:
  - a) owners, governors, officers, directors, partners, players (current and former), principals, employees, agents, representatives, and volunteers of the Sponsor, any business located in Canadian Tire Centre, the NHL, the NHL Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA, or their respective agents, affiliates, subsidiaries, related or parent companies, sponsors, advertising or promotional agencies, or assignees; or
  - b) a member of the household and/or immediate family of any of the parties listed in paragraph (a) above. For the purpose of the Contest Rules, "immediate family" means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household.
4. Business Entrants must appoint a duly authorized representative (a "**Representative**") to handle all administrative matters relating to the Contest, including, but not limited to, the completion of all forms, the administration of the skill-testing question (described below), the execution of all releases, and the acceptance of the Prize (as defined below) on behalf of a Business Entrant. Representative will be required to represent and warrant that he/she has the authority to enter into the Contest, bind the Business Entrant, and to accept the Prize on behalf of the Business Entrant.
5. The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right to disqualify any entry or entrant in its sole discretion, should any entry or entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

#### HOW TO ENTER

6. The Contest begins on Thursday, February 15, 2018 at 9:00 a.m. Eastern Standard Time ("**EST**") and ends on Thursday, March, 15, 2018 at 11:59 p.m. Eastern Daylight Time ("**EDT**") (the "**Contest Period**").
7. There are two methods of entry for the Contest as described below:
  - a) **Automatic Entry** - Entrants may automatically enter the Contest by renewing an existing, full season seat package, half season seat package, or Flexible Game Pack for the 2019-2020 Ottawa Senators season through the Sponsor's 'Sens Fan for Life' automatic annual renewal program during the Contest Period (each of the foregoing season seat packages to be generally referred to herein as a "**Seat Package**").

Entrant acknowledges that to be eligible for automatic entry into the Contest: (i) his/her application must be deemed acceptable by the Sponsor's Credit Department (such determination to be made in the department's sole discretion); and (ii) his/her account must remain active and in good standing during the Contest Period including without limitation, the receipt by the Sponsor of any deposit or fee installment payment as set out in the

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entrant's purchase agreement.

If purchasers renewing their Seat Packages through the 'Sens Fan for Life' program do not wish to be automatically entered into the Contest, they must call 1-800-444-SENS (7367) during the Contest Period and their qualifying renewal purchase will be removed from the pool of eligible entries for the Contest.

- a) **No Purchase Entry** - For a no purchase method of entry, entrants must write a minimum 50-word essay describing "why you are a Sens fan for life". Essays must be submitted along with a hand-drawn ballot indicating "**2019-2020 'Sens Fan for Life' Season Seat Renewal Contest**" and the following information:
- (i) for Business Entrants – business name, Representative's full name, business address, telephone number and valid email address; and
  - (ii) for Individual Entrants – full name, home telephone number, and valid email address,

by mail or hand delivery to the attention of the "**2019-2020 Sens Fan for Life' Season Seat Renewal Contest**" c/o the Ottawa Senators Hockey Club, Canadian Tire Centre, 1000 Palladium Drive (Gate 2), Ottawa, Ontario, K2V 1A5.

8. No entries will be accepted by any other means. All entries must be received during the Contest Period. Entries are limited to one (1) entry per entrant. Entries received through the method described in section 7(a) above will be deemed to be submitted by the account holder of record. The potential winner may be required to provide the Sponsor with proof that he/she is the authorized account holder associated with the winning entry. All entries received after the end of the Contest Period shall be null and void. All entries become the sole property of the Sponsor and none will be returned for any reason. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, falsified, altered, garbled, mechanically or electronically reproduced, or tampered with in any way.

## PRIZE

9. There is one (1) prize (the "**Prize**") available to be awarded to the Contest winner (the "**Winner**") by random draw as described in section 13 below. The Prize consists of one (1) overnight trip for two (2) people to see the Ottawa Senators play a 2019-2020 regular season 'away' game (game/destination to be determined by the Sponsor). The Prize includes:
- return air transportation aboard the Ottawa Senators team charter airline for the Winner and his/her guest (the "**Guest**") departing from, and returning to, Macdonald-Cartier International Airport in Ottawa, Ontario;
  - one (1) night's standard hotel accommodation (double occupancy) (hotel to be determined by the Sponsor);
  - ground transportation for the Winner and the Guest between the destination airport and the hotel; and
  - two (2) tickets for the 'away' game (seat location to be determined by the Sponsor).

The approximate retail value of the Prize is \$20,000.00 (CAD) exclusive of applicable taxes and fees. The odds of winning depend upon the number of eligible entries received.

10. The Guest must be eighteen years of age or older at the time of travel. Both Winner and Guest must be legally able to travel to the destination selected by the Sponsor and must hold a valid passport at the time of entry. The Winner and the Guest must travel together, departing from the Macdonald-Cartier International Airport, on the date specified by the Sponsor. Dates are subject to change in the Sponsor's sole discretion. Reservations are subject to availability. Reservations and travel itinerary must be confirmed by the Winner within one (1) week of being provided the final details by the Sponsor. Once confirmed in writing, changes to the travel itinerary and/or the identity of the Guest cannot be made. The Prize may not be used towards any mileage accumulation program or in conjunction with any other promotion. Should the Winner and/or the Guest be unable to travel on the designated dates and at the designated times, the Prize will be forfeited and awarded to an alternate winner. The Winner and the Guest will be responsible for: departure taxes; airport improvement fees; fuel/currency surcharges; transportation between their respective residences and the Macdonald-Cartier International Airport; ground transportation not explicitly included in the Prize; food and beverages; hotel accommodations relating to overnight layover (if applicable); gratuities and taxes; merchandise; telephone calls; travel and medical insurance; travel documentation (including all passport fees); all personal expenses of any kind or nature; and any other expenses not explicitly included in the Prize.
11. The Prize must be accepted as awarded (including but not limited to compliance with any and all scheduling requirements) and cannot be transferred, assigned, substituted or redeemed for cash, except that the Sponsor, in its sole discretion, reserves the right to substitute a prize of equal or

greater value if the Prize, or any portion thereof, cannot be awarded as described due to unavailability for any reason. In the event that the Prize consists of or includes attendance at an event that is cancelled, delayed or rescheduled for any reason whatsoever, a substitute prize or cash equivalent will not be provided. The actual value of the Prize depends on market conditions at the time of fulfilment. Any difference between the stated approximate retail value and the actual value of Prize will not be awarded.

12. The Winner may claim the Prize at Canadian Tire Centre located at 1000 Palladium Drive, Ottawa, Ontario seven (7) days after he/she has been successfully contacted and notified of the Prize, has complied with the Contest Rules, has signed and returned the Contest Release (described below), has returned the Guest Release (described below), and has signed and returned any other documentation required by the Sponsor in its sole discretion.

#### **RANDOM DRAWS**

13. On Monday, April 8, 2019, at 1:00 p.m. EDT at Canadian Tire Centre in Ottawa, Ontario, one (1) eligible entrant will be selected by a random draw from all eligible entries received during the Contest Period. The Sponsor will commence attempting to notify the selected eligible entrant by telephone at 1:00 p.m. EDT on Monday, April 8, 2019. If the selected eligible entrant cannot be contacted by telephone within forty-eight (48) hours, he/she will be disqualified and another eligible entrant will be selected and contacted. The Sponsor is not responsible for a selected eligible entrant's failure to receive notification for any reason whatsoever.

#### **SKILL TESTING QUESTION**

14. In order to be eligible to win the Prize, the selected eligible entrant shall be required to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise. The selected eligible entrant may be required to swear an affidavit indicating compliance with this section. The skill-testing question will be administered by telephone.

#### **CONDITIONS OF PARTICIPATION**

15. By participating in this Contest, entrant agrees:
  - a) to be bound by the Contest Rules;
  - b) to be bound by the decisions of the Sponsor, which shall be final and binding in all respects; and
  - c) to sign and return a publicity release and release of liability (the "**Contest Release**") which confirms, among other things, that the entrant: (i) releases the Sponsor (the Ottawa Senators), Capital Sports Properties Inc. (Canadian Tire Centre), Air Canada, the NHL, the NHL Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA and current and former players, and each of their respective affiliates, parents, and related entities, as well as the owners, governors, officers, directors, partners, partnerships, principals, employees, agents, representatives, volunteers, sponsors, promoters, and advertisers of all the foregoing from any and all liability arising out of or in any way connected to his/her participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of the Prize, the use of personal information described herein and the use of merchandise purchased as a result of winning the Prize, including but not limited to costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (ii) grants to the Sponsor and/or its agents the unrestricted right to produce, reproduce, publish, broadcast, communicate, exhibit, distribute, adapt and otherwise use or re-use, as applicable:
    - (i) the Individual Entrant's city/province of residence, statements, endorsements, biography, name, voice, photograph and/or likeness; or
    - (ii) the Business Entrant's city/province of head operations, statements, endorsements, name and/or Representative's name and title,

for advertising and/or publicity purposes without compensation, other than the value of the Prize offered, in any and all media, now known or hereafter devised.

#### **PUBLICITY RELEASE AND RELEASE OF LIABILITY**

16. The executed Contest Release must be returned within five (5) business days of receipt or the selected eligible entrant shall be disqualified and the Prize forfeited. The Guest will also be required to execute and submit a Contest Release (the "**Guest Release**") within five (5) business days of receipt or he/she will not be entitled to accompany the Winner on the trip.

#### **LIMITATION OF LIABILITY**

17. The Sponsor is not responsible or liable for late, lost, incomplete, illegible, misdirected, stolen,
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delayed, damaged or destroyed entries, notifications, replies or any Contest Release; for lost, interrupted, inaccessible or unavailable networks, servers, Internet Service Providers, websites or other connection, related to the Contest; for errors of any kind, including but not limited to human, electronic, mechanical and/or technical in nature; for failure or technical malfunction of any telephone network or lines, computer and online systems, servers, computer equipment, software, email, players, or browsers on account of technical problems or traffic congestion on the Internet, any website related to the Contest, or any combination thereof; for any injury or damage to entrant, entrant's computer, or any other person's computer related to or resulting from participating in, or downloading material in connection with the Contest; for incorrect or inaccurate information; for weather conditions, event cancellations, delay or rescheduling or other factors beyond the Sponsor's control; for obtaining the Winner and/or the Guest's personal travel and/or health insurance; and/or for any and all relations, communication and contact between the Winner, the Guest and/or airport authorities, aircraft carriers, airport security, border crossing requirements and/or customs and immigration, including but not limited to the Winner and/or the Guest's inability to travel for any reason whatsoever.

#### **DISQUALIFICATION**

18. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant who is found to be tampering with the entry process or with the operation and administration of the Contest; acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest; or in violation of the Contest Rules. The Sponsor reserves the right to seek damages and other remedies from any such entrant to the fullest extent permitted by law, including but not limited to criminal prosecution.

#### **USE OF PERSONAL INFORMATION**

19. By participating in the Contest, Individual Entrants and Representatives consent to the collection, use and disclosure of their personal information by the Sponsor for the purpose of administering the Contest, awarding the Prizes and announcing the Winners and any subsequent advertising or promotion related thereto. Personal information relating to the Winner and the Guest collected in connection with the Contest will be provided to the airline selected by the Sponsor, the Prize hotel, and activity organizers for the purpose of awarding and organizing the distribution of the Prize. Personal information collected in connection with the Contest will otherwise be used by the Sponsor in accordance with the Sponsor's privacy policy available at [www.ottawasenators.com](http://www.ottawasenators.com).

Purchasers renewing their Seat Packages through the 'Sens Fan for Life' program who do not wish to enter the Contest can opt out as described in section 7(a) above.

#### **INTELLECTUAL PROPERTY**

20. All intellectual property, including but not limited to trade-marks, trade names, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned or used under license by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

#### **GOVERNING LAW**

21. The Contest is subject to applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
22. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux, the Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or the Contest Rules in any way at any time for any reason without prior notice or compensation.

#### **QUEBEC RESIDENTS**

23. Notwithstanding anything to the contrary contained herein, 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 board only for the purpose of helping the parties reach a settlement. In the event that there is a discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.

#### **DISCREPANCIES**

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24. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials or advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

#### **OFFICIAL RULES**

25. These Contest Rules will be available at the Ottawa Senators reception desk (Gate #2) located at Canadian Tire Centre, 1000 Palladium Drive, Ottawa, Ontario, K2V 1A5 and online at <https://nhl.bamcontent.com/images/assets/binary/305443152/binary-file/file.pdf> throughout the Contest Period.
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