



## Winnipeg Jets 2019 Tim Hortons NHL Heritage Classic Contest

### Official Contest Rules & Regulations

By entering the Winnipeg Jets 2019 Tim Hortons NHL Heritage Classic Contest (the “**Contest**”), entrants agree to abide by these Official Contest Rules and Regulations (the “**Contest Rules**”) and the decisions of True North Sports & Entertainment Limited and the Winnipeg Jets Hockey Club (collectively referred to herein as the “**Sponsors**”) which are final and binding in all respects relating to the Contest.

#### 1. CONTEST PERIOD

The Contest period begins at 12:01 a.m. (CST) on May 30<sup>th</sup>, 2019 and closes at 11:59 p.m. (CST) on September 18<sup>th</sup>, 2019 (the “**Contest Period**”). Any entries for the Contest received after 11:59 p.m. (CST) on September 19<sup>th</sup>, 2019 will not be accepted.

#### 2. HOW TO ENTER

Eligible Entrants (as defined herein) may enter the Contest by visiting Jets Pass HQ ([www.winnipegjets.com/jetspasshq](http://www.winnipegjets.com/jetspasshq)) during the Contest Period, logging into their Jets account, and redeeming Jets Points to qualify for entry into the Contest. Each entry requires the redemption of 1000 Jets Points. Subject to having the requisite number of Jets Points for each entry, there is no limit to the number of entries an Eligible Entrant may submit. For non-redemption method of entry into the Contest, see below.

Odds of winning will depend on the number of valid entries received.

#### 3. ELIGIBILITY

This Contest is open only to individuals who: (i) are a legal resident of the Provinces of Manitoba, Saskatchewan and/or Ontario and (ii) are eighteen (18) years of age or older at the time of entry (each an “**Eligible Entrant**”). The Sponsors have the right to require proof of eligibility from any individual who enters the Contest. Failure to provide such proof may result in disqualification from the Contest.

Individuals are not eligible to participate in the Contest if they are: (i) employees, agents or representatives of the Sponsors or their respective agents, affiliates, subsidiaries, related companies, sponsors, advertising or promotional agencies, or assignees; or (ii) a member of the household and/or immediate family of any of the above parties. For the purposes 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. GRAND PRIZE**

There is one grand prize (the “**Grand Prize**”) to be won consisting of the following for the winner and his/her guest:

- Economy class, round-trip air transportation for two from the Winnipeg International airport to Regina, Saskatchewan. Exact dates and times of flights will be determined by the Sponsors.
- Two (2) night’s hotel accommodation in a hotel designated by the Contest Sponsors in their sole discretion (one (1) room based on double occupancy);
- Two (2) tickets to the 2019 Tim Hortons NHL Heritage Classic on October 26, 2019; and
- \$250.00 CDN cash.

No changes permitted to reservations once date of travel is confirmed or ticket has been issued. The Grand Prize winner is responsible for all fuel, insurance, surcharges, taxes, fees and other applicable charges with a credit card to a time of booking. The Grand Prize winner and their travelling companion are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable local air departure taxes, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layovers, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point as the Grand Prize originates and terminates there, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations. The use of upgrade certificates is not permitted for flights. Use of the airfare tickets are subject to the airline’s general conditions of carriage.

All travel arrangements, accommodation, scheduled events and other aspects of the prize itinerary will be arranged by the Sponsors in their sole and absolute discretion.

The approximate total value of the Grand Prize is CDN \$3,750.00. The Grand Prize must be accepted as awarded and may not be traded, sold, assigned, transferred, converted to cash or substituted, except in the sole discretion of the Sponsors. The Sponsors, in their sole discretion, reserve 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 is unavailable.

In the event that a potential winner of the Grand Prize is unable to redeem any or all of the prize components due to reasons beyond the control of the Sponsors, no compensation or substitute prize will be awarded.

Any difference between the approximate retail value referred to herein and the actual value of the Grand Prize will not be awarded.

#### **5. SELECTION OF WINNERS**

The potential winner of the Grand Prize will be randomly selected by the Sponsors, from the valid entries received during the Contest Period, on or around September 19<sup>th</sup>, 2019. The Sponsors will attempt to contact the potential winner via email at the email address on file in the potential winner's Jets account (the "**Notification E-mail**"). No contact or correspondence will be entered into except with potential winners of the Contest.

The Eligible Entrant selected as the potential winner of the Grand Prize shall have forty-eight (48) hours to: (i) communicate his/her acceptance of the Grand Prize; (ii) correctly answer, unaided, a time limited, mathematical skill-testing question; and (iii) execute and return to the Sponsors the Acknowledgement of Contest Rules form.

In the event that the potential winner does not comply with any of the above requirements within forty-eight (48) hours of having been sent the Notification E-mail, the Sponsors have the right to treat the Grand Prize as having been forfeited and the Sponsors may select an alternate potential winner of the Grand Prize in their sole discretion.

## **6. GENERAL RULES**

All decisions of the Sponsors relating to the Contest, including (but not limited to) the eligibility of entrants, the selection of the winner of the Grand Prize and the availability of the Grand Prize, shall be final and shall be made in the sole discretion of the Sponsors.

The Sponsors will not be responsible for any incomplete, illegible, destroyed, late or lost entries. All such entries, including entries that have been tampered with or altered, are void. The Sponsors do not assume any responsibility for incorrect or inaccurate capture of entry information, technical defects or malfunctions of hardware or software, human or technical error, printing errors, lost, delayed or garbled data or transmissions or electronic communications which are undeliverable due to filtering programs or lack of space in the recipient's account. The Sponsors shall not be responsible for any technical problems, 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 relation to the Contest.

In the event that an Eligible Entrant is selected as a winner of the Grand Prize, the Eligible Entrant authorizes the Sponsors to photograph, videotape, film or sound record the Eligible Entrant. The Eligible Entrant permits the Sponsors to use his/her name and such photographs, videotapes, films or sound records for any and all promotional purposes (including publication and/or broadcast in media) without further compensation or permission.

Personal information collected in connection with the Contest will be used by the Sponsors in accordance with the Winnipeg Jets privacy policy available at [www.winnipegjets.com](http://www.winnipegjets.com).

All intellectual property related to this Contest, including but not limited to logos, design marks, trademarks, copyright, service marks, trade names, related words, phrases, slogans, caricatures, graphics and images are owned by the Sponsors or affiliates thereof. All rights are reserved.

Unauthorized copying or use of any intellectual property without the express written consent of its owner is strictly prohibited.

In the event that any discrepancy or inconsistency arises between the Contest Rules and statements and/or representations made in relation to the Contest or contained in any Contest-related materials, the Contest Rules shall prevail.

In the event that any provision of the Contest Rules is not strictly enforced by the Sponsors, it shall not constitute a waiver of that provision or any other provision contained herein.

The following are prohibited and will result in automatic disqualification from the Contest: (i) non-compliance with the Contest Rules; or (ii) any other act determined by the Sponsors, in their sole discretion, to jeopardize, or potentially jeopardize, the integrity of the Contest.

The Sponsors reserve the right to change the Contest Rules and/or terminate, modify, suspend or withdraw the Contest (and/or any aspect thereof), in whole or in part, at any time without notice for any reason, without liability, in their sole discretion. The Sponsors shall not be liable for any typos or errors contained within the Contest Rules and reserve the right to amend the Contest Rules at any time without notice in their sole discretion.

No redemption of Jets Points is necessary to win the Grand Prize. Eligible Entrants may submit an entry for the Contest without redeeming any Jets Points and be eligible for a chance to win the Grand Prize by sending by mail a hand-written, original (not mechanically reproduced), distinctly worded, description of twenty-five (25) words or more articulating why the Eligible Entrant likes the 2019 Tim Hortons NHL Heritage Classic, which must include the Eligible Entrant's name and Jets Rewards number, and a self-addressed, stamped envelope to: WINNIPEG JETS 2019 TIM HORTONS NHL HERITAGE CLASSIC CONTEST c/o True North Sports & Entertainment Limited, 345 Graham Avenue, Winnipeg, Manitoba, R3B 0R4. Entries must be post-marked on or after May 30<sup>th</sup>, 2019 and no later than September 18<sup>th</sup>, 2019. Limit of one (1) entry per envelope with sufficient postage. All mail-in entries will bear the same odds of winning as Jets Points redemption entries.

The Contest is subject to all applicable federal, provincial and municipal laws and regulations and shall be governed by the laws of the Province of Manitoba and the federal laws of Canada applicable therein.

The Contest Rules are available at the offices of True North Sports & Entertainment Limited, located at 345 Graham Avenue, Winnipeg, Manitoba, R3C 5S6.

## **7. RELEASE OF LIABILITY**

Upon entering the Contest, the Eligible Entrant, his/her heirs, executors, legal personal representatives, successors and assigns (all such persons hereinafter collectively called the "**Releasors**"), agree, among other things, to hereby irrevocably and unconditionally release and forever discharge Winnipeg Jets Hockey Club Limited Partnership, Winnipeg Jets Hockey Club Inc., The True North Entertainment

Complex Limited Partnership, True North Sports & Entertainment Limited, TN Arena Limited Partnership, TN Arena Inc., sponsors and advertisers, and each of their respective parents, affiliates and subsidiaries, and all of their respective shareholders, directors, officers, unitholders, employees, agents, heirs, executors, legal personal representatives, successors and assigns, as the case may be, (all such persons and entities hereinafter collectively called the “**Releasees**”) of and from all injuries, liabilities, damages, actions, suits, obligations, duties, acts, omissions, misfeasance, malfeasance, losses, expenses, costs, rights of indemnity and all other claims and rights whatsoever (including, without limitation, reasonable lawyers’ fees and legal costs), whether or not known or anticipated and whether or not due to the negligence of the Releasees, which the Releasers ever had, now have or may in the future have against the Releasees for or by reason of the Releasers’ entry into the Contest, participation in the Contest and/or acceptance of the Grand Prize.