# **OFFICIAL RULES**

#### SENS STUDENT ARMY TICKET CONTESTS PRESENTED BY DESJARDINS

By entering a Contest, entrants agree to abide by these Official Rules. Contests are in no way sponsored, endorsed or administered by, or associated with Meta Platforms, Inc. (Instagram). Meta Platforms, Inc. is completely released of all liability by each entrant in a Contest. Any questions, comments or complaints regarding a Contest must be directed to the Sponsors (defined below) and not Meta Platforms, Inc.

Standard data rates apply to entrants who choose to participate in a Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

These Official Rules are applicable to all Ottawa Senators Hockey Club (the "Club") ticket giveaways from the Sens Student Army Instagram account during the "March Giveaway Period" commencing on or around March 4, 2024 and ending on or around March 31, 2024 (each a "Contest") that are co-sponsored by Capital Sports & Entertainment Inc. ("CSEI", owner of the Club) and the Desjardins Group ("Dejardins") (CSEI and Desjardins to be collectively referred to herein as the "Sponsors"), unless stipulated otherwise, and where specific alternate rules and regulations are made available. The Sponsors will conduct approximately two (2) Contests (exact number to be determined by the Sponsors in their sole discretion) during the March Giveaway period. By entering a Contest, entrants agree to abide by these Official Rules and the decisions of the Sponsors which are final and binding in all respects relating to such Contest.

#### 1. CONTEST PERIOD

Contest entries must be made during the time periods advertised or otherwise prescribed for each Contest in the Contest's call to action posts and/or supplementary posts (each, a "**Contest Period**").

#### 2. HOW TO ENTER

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING. Eligible Entrants (as defined below) may enter Contests as follows.

- a. Using the Instagram App, or your web browser to go to <u>www.instagram.com</u>, login to your account (or sign up for a free account following the instructions on the site). 'Follow' the Sens Student Army Presented by Desjardins Official Instagram Account @SensStudentArmy (the "SSA Account") to receive announcements regarding the Contests and entries.
- b. During the March Giveaway Period, monitor your Instagram account for a Contest call to action post which directs you to use one of the following methods of entry (as determined by the Sponsors in their sole discretion):

#### i. Instagram Stories Entry

If the Contest allows for entry via Instagram Stories, the call to action post will invite you to:

- 'Like' the post,
- Share the post on your Instagram Story, and
- Tag @SensStudentArmy.

#### ii. Instagram Comment Entry

If the Contest allows for entry via Instagram comment, the call to action post will invite you to:

- 'Like' the post,
- Respond to a prompt in the comments section of the post with a post from your own account, and
- Include a specified hashtag (e.g. #SensStudentArmy).

#### iii. Instagram Tag-A-Friend Entry

If the Contest allows for entry by tagging a friend on Instagram, the call to action post will invite you to:

- 'Like' the post,
- Respond to a prompt in the comments section of the post with a post from your own account, and
- 'Tag' a friend/family member in your post.
- c. Contest entries must be completed during the Contest Period prescribed for each Contest in the Contest's call to action posts and/or supplementary posts.
- d. Eligible Entrants must have a valid Instagram account and must follow and be able to receive direct messages from the SSA Account page to enter the Contest.
- e. Entries must comply with the Instagram Terms of Use and Policies available at <u>www.instagram.com</u>. Entries must be in good taste and the Sponsors, in their sole discretion, reserve the right to disqualify any entries they deem to be of questionable taste.
- f. Eligible Entrants may discontinue following the SSA Account after the completion of the notification, eligibility verification and Contest Prize fulfillment procedures outlined in these Official Rules.

Odds of winning will depend on the number of valid entries received for a Contest. Eligible Entrants may win only one (1) Contest Prize offered in association with the Contests.

Limit of one (1) entry per Contest regardless of method of entry. In the event of multiple entries, only the first entry will be considered. The Sponsors do not assume any responsibility for any lost, late, damaged, destroyed, misidentified, illegible or misdirected entries, any computer errors or malfunctions, or for any other problems occurring in connection with participation in the Contests. The sole determinant of time for the purposes of receipt of a valid entry shall be CSEI's server machines. Use of any automated, script, macro, robotic, or other program(s) to enter or otherwise participate in a Contest is prohibited and will result in disqualification. Any attempt by an entrant to obtain more entries by using multiple Instagram accounts is prohibited and will result in disqualification.

By submitting an entry in a Contest, an Eligible Entrant grants to the Sponsors the unrestricted right to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt or otherwise use or re-use the content of the Eligible Entrant's entry post for any and all advertising or promotional purposes (including, but not limited to, publication and/or broadcast in media) without further compensation or permission. By submitting an entry through the Instagram Tag-A-Friend entry method, an Eligible Entrant represents and warrants to the Sponsors that the consent of any individual tagged in the entry has been obtained prior to the entry's submission.

Entries will be deemed to be submitted by the authorized account holder of the social media account associated with the respective entry. Potential winners may be required to provide the Sponsors with proof that they are the authorized account holders of the Instagram accounts associated with the respective winning entries.

## 3. ELIGIBILITY

Unless otherwise specified, each Contest shall be open to legal residents of Canada who: (i) have reached eighteen (18) years of age at the time of Contest entry; and (b) are enrolled on a full time or part-time basis at one of the post-secondary institutions listed below (each an "**Eligible Entrant**"), unless otherwise noted:

- University of Ottawa
- Carleton University
- La Cité Collégiale
- Algonquin College

The Sponsors have the right to require proof of eligibility from any individual who enters a Contest. Failure to provide such proof may result in disqualification from a Contest.

Individuals are not eligible to participate in a Contest if they are: (i) employees, agents or representatives of the Sponsors, or any business operating within Canadian Tire Centre, 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 these Official 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. PRIZES

At least one (1) prize will be awarded per Contest (each a "**Contest Prize**"). Exact number of Contest Prizes to be awarded during a particular Contest will be at the sole discretion of the Sponsors and will be included in the Contest's call to action post. Each Contest Prize will be comprised of a specified number of tickets for a Club 2023-2024 regular season game to be played at the Canadian Tire Centre in Ottawa, Ontario. Game selection, number of tickets, and exact seat locations to be determined by the Sponsors. The value of each Contest Prize will vary depending on the game selections, number of tickets and seat locations. Contest Prize details, including approximate retail value inclusive of applicable taxes and fees, will be announced for each Contest Prizes must be accepted as awarded (including but not limited to compliance with any scheduling requirements and any venue health and safety requirements) and may not be traded, sold, assigned, transferred or substituted, except in the sole discretion of the Sponsors. The Sponsors, in their sole discretion, reserve the right to substitute a Contest Prize, in whole or in part, in the event that all or any of the components of a Contest Prize is unavailable. 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. Winners and their guests are responsible for transportation, parking, accommodation, food and beverage and all taxes, gratuities and all other incidental costs pertaining to the Contest Prizes.

In the event that a potential winner of a Contest 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 a Contest Prize will not be awarded.

Contest Prize Winners will be directed as to how to claim the Contest Prizes after they have been successfully contacted and notified of the respective Contest Prize, have complied with the Official Rules and have signed and returned a Contest Release (described below) and any other documentation required by the Sponsors in their sole discretion. The Contest Prizes will be delivered within a reasonable period of time.

#### 5. SELECTION OF WINNERS

Prize winners will be selected by random draw from all eligible entries received for the respective Contest ("**Contest Prize Winner**") (number of Contest Prizes to be awarded in a particular draw will be included in the respective Contest's call to action post). Random draws will be conducted by representatives of CSEI at Canadian Tire Centre in Ottawa, Ontario on the dates and time specified for each Contest.

The Eligible Entrant(s) selected as the potential winner(s) of each Contest will be notified by direct message to the Instagram account associated with the winning entry/entries. The Sponsors are not responsible for a selected Contest Prize Winner's failure to receive notification for any reason whatsoever. No contact or correspondence will be entered into except with potential winners of the Contest.

A Contest Prize Winner shall have twenty-four (24) hours to: (i) communicate acceptance of the applicable prize; (ii) correctly answer, unaided, a mathematical skill-testing question; and (iii) execute and return to the Sponsors a Contest Release form (as described below).

In the event that a potential winner does not comply with any of the above requirements within twenty-four (24) hours of having been sent the notification via direct message, the Sponsors have the right to treat the applicable Contest Prize as having been forfeited and the Sponsors may select an alternate potential winner of the applicable prize in their sole discretion.

### 6. GENERAL RULES

All decisions of the Sponsors relating to the Contests, including (but not limited to) the eligibility of entrants, the selection of the Contest Prize Winners and the availability of the Contest Prizes, 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, mobile device 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 Contest Prize Winner, such Contest Prize Winner authorizes the Sponsors to photograph, videotape, film or sound record the Contest Prize Winner. Contest Prize Winner permit the Sponsors to use their names 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. Contest Prize Winners acknowledge that the Sponsors shall have the sole right to photograph, videotape, film or sound record their acceptance and participation in the Contest Prizes.

By participating in a Contest, entrants consent to the collection, use and disclosure of their personal information by the Sponsors for the purpose of administering such Contest, awarding the Contest Prize, and announcing the Contest Prize Winner as well as any subsequent advertising or promotion relating thereto. Personal information collected in connection with a Contest will be used by the Sponsors in accordance with CSEI's privacy policy available at <u>www.ottawasenators.com</u>.

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 or used under licence by the Sponsors and/or any affiliates or subsidiaries 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 these Official Rules and statements and/or representations made in relation to a Contest or contained in any Contest-related materials, the Official Rules shall prevail.

In the event that any provision of the Official 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 a Contest: (i) non-compliance with the Official Rules; or (ii) any other act determined by the Sponsors, in their sole discretion, to jeopardize, or potentially jeopardize, the integrity of a Contest.

The Sponsors reserve the right to change the Official Rules and/or terminate, modify, suspend or withdraw a 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 Official Rules and reserve the right to amend the Official Rules at any time without notice in their sole discretion.

The Contests are subject to all applicable federal, provincial and municipal laws and regulations and shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations as between the entrant and the Sponsors 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.

### 7. CONDITIONS OF PARTICIPATION

By participating in a Contest hereunder, each Eligible Entrant agrees:

- a) to be bound by these Official Rules;
- b) to be bound by the decisions of the Sponsors, which shall be final and binding in all respects; and

c) to sign and return a publicity release and release of liability form (the "**Contest Release**") which confirms, among other things, that the entrant: (i) releases CSEI (Ottawa Senators Hockey Club), Desjardins, Capital Sports Properties Inc. (Canadian Tie Centre), Aramark Entertainment Services (Canada), Inc., Meta Platforms, Inc., the National Hockey League ("**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 entrant's participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of the Contest Prize, the use of personal information described herein and the use of merchandise purchased as a result of winning the Contest 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 Sponsors and/or their respective agents the unrestricted right to produce, reproduce, publish, broadcast, communicate, exhibit, distribute, adapt and otherwise use or re-use the Eligible Entrant's city/province of residence, statements, endorsements, biography, name, voice, photograph and likeness for advertising and/or publicity purposes without compensation, other than the value of the Contest Prize offered, in any and all media, now known or hereafter devised.