

CONTEST RULES
“La Série Artiste presented by Loto-Québec”

IMPORTANT: PLEASE READ THESE RULES (THE “**RULES**”) BEFORE ENTERING THE CONTEST “LA SÉRIE ARTISTES PRESENTED BY LOTO-QUÉBEC” (THE “**CONTEST**”) ORGANIZED BY CLUB DE HOCKEY CANADIEN, INC. (THE “**ORGANIZER**”). BY ENTERING THIS CONTEST, ENTRANTS CONFIRM THAT THEY SATISFY ALL ELIGIBILITY REQUIREMENTS SET FORTH IN THE RULES AND THAT THEY AGREE TO ADHERE WITHOUT LIMITATION TO THESE RULES AND TO BE BOUND BY ALL DECISIONS OF THE ORGANIZER, WHICH, EXCEPT AS OTHERWISE PROVIDED IN THESE RULES, ARE FINAL AND WITHOUT APPEAL IN ALL RESPECTS WITH RESPECT TO THE CONTEST.

1. CONTEST PERIOD

- 1.1. The Contest begins on October 14, 2023 at 9:00 a.m. (Eastern Standard Time (EST)) and ends on April 14, 2023 at 11:59 p.m. (EST) (the “**Contest Period**”). The date and time of receipt of entries will determine their eligibility for the Contest.

2. ELIGIBILITY

- 2.1. The Contest is not open to employees, representatives and mandataries of the Organizer, its affiliates, subsidiaries, and associated companies, advertising and promotional agencies, promotional partners and suppliers of products or services related to the Contest, nor to any person domiciled with the aforementioned (whether related to the person or not) and any member of their immediate family (father, mother, brother(s) sister(s), children, partner or spouse by the bonds of marriage or de facto).

3. HOW TO ENTER

- 3.1. NO PURCHASE NECESSARY TO ENTER OR WIN.
- 3.2. To enter the Contest, entrants must, during the Contest Period, register for the Contest by completing the entry form on the Contest website accessible via the following link: canadiens.com/concours.
- 3.3. A limit of one (1) entry per person is permitted.
- 3.4. No automated entry devices, robots and/or other programs or software are permitted to enter the Contest. The Organizer cannot be held responsible for any late, lost, misdirected, incomplete, or corrupt entries, which may be rejected and will not entitle the entrant to participate in the Contest.

4. PRIZE

- 4.1. There are a total of eleven (11) prizes available to be won, each consisting of one (1) painting featuring the match-up between the Montreal Canadiens and another National Hockey League team, created by an artist as part of the Organizer’s project entitled “La Série Artistes” presented by Loto-Québec (each a “**Prize**” and collectively the “**Prizes**”). The approximate retail value of each Prize is estimated five hundred dollars (\$500.00).

- 4.2. It is possible that the Prizes do not correspond to the photos/pictures used in advertising and promotional materials of the Contest, including, without limitation, advertisements on social media.
- 4.3. Any costs or expenses not specifically mentioned above as being included in the Prizes will be the responsibility of the winners.
- 4.4. The Prizes may not be transferred to another person, substituted for another prize, or replaced or exchanged for cash. Each Prize must be accepted "AS IS", WITHOUT WARRANTY OF ANY KIND, either express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Replacement of a Prize is permitted only at the sole discretion of the Organizer. In the event that a Prize cannot be awarded in accordance with these Rules, the Organizer reserves the discretionary right to substitute such Prize with a prize of equal or greater approximate market value.
- 4.5. In no event shall the Organizer, its affiliates and their advertising and promotional agencies, advertising partners, suppliers of products or services related to the Contest, and their respective employees, officers, directors, agents, and representatives be required to award more prizes than indicated in these Rules or to award a prize other than in accordance with these Rules.

5. SELECTION OF WINNERS

- 5.1. The winners of the Prizes will be selected by a random draw which will be made by the Organizer on April 15, 2024 at approximately 9:00 a.m. (EST) at the offices of the Administrator located at 1275 Saint-Antoine Street West, Montreal, Quebec, H3C 5L2 among all eligible entries received during the Contest Period.
- 5.2. The odds of winning depend on the number of eligible entries received during the Contest Period.
- 5.3. If the randomly selected entrants cannot be reached within three (3) business days of the draw date or if the Organizer determines (in its sole discretion) that a selected entrant does not meet all of the requirements set out in these Rules, another draw will be made, and another entrant will be selected as a potential winner. This process will be repeated until all Prizes are awarded.
- 5.4. The Prizes must be picked up by the winners at the Bell Centre, 1225 Saint-Antoine Street West, Montreal, Quebec, H3C 1B4, no later than May 31st 2024 at 5:00 p.m. (EST).
- 5.5. In order to be declared winner of a Prize and to claim such Prize, each selected entrant must comply with the following requirements:
 - (i) Sign the declaration and liability waiver form (the "**Declaration Form**") that the Organizer will send him by email and return the said Declaration Form to the Organizer within forty-eight (48) hours of receipt;
 - (ii) Correctly answer a mathematical skill-testing question;
 - (iii) Comply with all instructions contained in the email sent by the Organizer announcing that he has been selected in the random draw; and
 - (iv) Meet all requirements set out in these Rules.

- 5.6. Failure to comply with any one of the above-mentioned conditions, or any other condition provided for herein, will result in the rejection of the selected entrant's entry and a new draw will be made in accordance with these Rules in order to award the Prize. This process will be repeated until the Prize is awarded.
- 5.7. The information provided by the selected entrant, when contacted by the Organizer must be complete and truthful.
- 5.8. Winners' names can be obtained from April 29, 2024 at 9:00 a.m. (EST) by writing to:
La Série Artistes presented by Loto-Québec
1275 Saint-Antoine Street West, 3rd Floor
Montreal, Quebec, H3C 5L2

6. CONFIDENTIALITY

- 6.1. Entrants' personal information is collected by the Organizer solely for the purpose of administering this Contest. Other informational or commercial communications may be received by the entrants if they agree to receive such communications by ticking the box to such effect while entering the Contest. By entering this Contest, entrants agree to the terms and conditions set forth in the Organizer's Privacy Policy. To obtain all information regarding the Organizer's policy on the protection of user privacy and personal information, please consult the following page:
<https://www.nhl.com/canadiens/team/privacy-policy>.

7. LIMITATION OF LIABILITY

- 7.1. By entering or attempting to enter the Contest, any person releases and hold harmless the Organizer, its affiliates, their advertising and promotional agencies, promotional partners, suppliers of products or services related to the Contest, and their respective employees, officers, directors, agents, and representatives (collectively the "**Released Parties**") from and against any liability in connection with this Contest or resulting thereto, including all liability for any damages resulting from his participation or attempt to participate in the Contest, the acceptance or use (or misuse) of a Prize, the administration of the Contest, and the winners' selection.
- 7.2. Without limiting the generality of the foregoing and for greater certainty, the Released Parties shall not be liable for:
 - (i) Any incorrect or inaccurate information, whether caused by the Contest website users or by any equipment or program utilized in connection with the Contest or associated with it, or by any human or technical error that may occur in the Contest entry process;
 - (ii) Any error, omission, interruption, deletion, defect, or delay in the operation of the Contest website or any transmission in connection with the Contest;
 - (iii) Any communication line failure, theft, destruction, or unauthorized access to, or alteration of, entries;
 - (iv) Any problem, failure, or malfunction of any computer component, network, communication line, server, or software, any loss or lack of network communication, any technical problems or traffic congestion on the Internet or any website, any transmission that is faulty, incomplete, incomprehensible, or erased

by any computer or network, or any other combination of the foregoing which may limit or prevent any person from entering the Contest;

- (v) Any damage to a third party's computer related to or resulting from entering, or downloading material for the Contest;
- (vi) Any injury, damage, harm, or loss arising out of the participation in the Contest or the awarding, acceptance, or use (or misuse) of a Prize.

7.3. The Released Parties shall not be held responsible if the Contest cannot be run as planned for any reason whatsoever, including, without limitation, infection by computer viruses, bugs, errors, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, equity, integrity, or proper conduct of the Contest.

7.4. For greater certainty, any winner who has claimed a Prize acknowledges that upon receipt of said Prize, the Organizer shall have no further obligation or liability to said winner.

8. USE OF PERSONAL INFORMATION

8.1. By entering the Contest, each entrant consents to the collection, use and disclosure of his personal information by the Organizer for the purposes of administering the Contest, delivering the Prizes, and disclosing winners. In addition, by entering the Contest, entrants confirm they comply with all the terms and conditions set forth in these Rules and consent to the disclosure, publication, and use of their full name, place of residence, photograph, likeness, voice and statement, without compensation or notice, for publicity, marketing or informational purposes in any media or format (including the Internet), for an indefinite period of time and without geographic limitation, in connection with this Contest or similar contests in the future, and agree to sign any document related to this undertaking or deemed necessary by the Organizer.

9. TERMS AND CONDITIONS

9.1. **Decisions.** Any decision of the Organizer or its representatives relating to this Contest is final and without appeal, subject to any decision of the *Régie des alcools, des courses et des jeux*, in relation to any question falling within its jurisdiction.

9.2. **Ownership.** All entry forms, Declaration Forms, and other documents or materials sent to the Organizer in connection with the Contest (collectively the "**Entry Materials**"), are the property of the Organizer and will not be returned to the entrants and/or the winner.

9.3. **Verification.** Entry Materials are subject to verification by the Organizer. Any Entry Document which is, as the case may be, incomplete, illegible, incomprehensible, mutilated, fraudulent, registered or transmitted late, bearing an invalid email address or telephone number, not including the correct answer to the mathematical skill-testing question or which is otherwise non-compliant may be rejected.

9.4. **Disqualification.** The Organizer reserves the right, at its sole discretion, to cancel the entry of an entrant or disqualify an entrant from this Contest and/or exclude him from any future contest or promotion held by the Organizer if (i) such entrant fails to comply with any of the conditions set forth herein; (ii) such entrant enters or attempts to enter the Contest by using any means that is contrary to these Rules or that is unfair to other entrants (for example: use of automated equipment to enter the Contest, hacking,

entering beyond the permitted limit, etc.); or (iii) such entrant is suspected of having directly or indirectly tampered with the Contest or of having made a false declaration.

- 9.5. **Course of the Contest.** Any attempt to deliberately damage any component related to the participation or administration of the Contest or to sabotage the legitimate operation of the Contest constitutes a violation of civil and criminal laws. If such attempts are made, the Organizer reserves the right to reject the entries of the person concerned, to refer such person to the appropriate legal authorities and to seek remedies and damages to the fullest extent permitted by law.
- 9.6. **Entrant identification.** For the purposes of these Rules, the entrant is the person whose details appear on the entry form. The Organizer reserves the right to require identification before awarding a Prize.
- 9.7. **Operation of the website.** The Organizer does not guarantee in any way that the Contest website or any site linked to it will be accessible or functional without interruption during the Contest Period or that it will be error-free.
- 9.8. **Modification of the Contest.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this Contest, at any time, should any human intervention or event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided for in these Rules, subject to the approval of the *Régie des alcools des courses et des jeux*, if required.
- 9.9. **End of participation to the Contest.** In the event that the computer system is unable to record all entries in the Contest during the Contest Period, for any reason whatsoever, or if participation in the Contest should be terminated, in whole or in part, before the end date provided for in these Rules, the draw may be made, at the discretion of the Organizer, from among entries duly registered during the Contest Period or, where applicable, until the date of the event that terminated participation in the Contest.
- 9.10. **Communication with entrants.** No communication or correspondence will be exchanged with entrants except as provided for in these Rules or in connection with the administration of the Contest, at the initiative of the Organizer, unless entrants have otherwise consented.
- 9.11. **Dispute.** 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 the prize may be submitted to the board only for the purpose of helping the parties reach a settlement.
- 9.12. **Divisibility of paragraphs.** If any paragraph of these Rules is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then that paragraph will be deemed void, but all other paragraphs that are not affected will be enforced to the extent permitted by law.
- 9.13. **Language.** In the event of a discrepancy between the French version and the English version of these Rules, in the event that an English version is available, the French version will prevail.

- 9.14. **Gender.** The masculine form is used in this document solely in the interest of readability with no discrimination intended.
- 9.15. **Applicable Laws.** The Contest is governed and construed exclusively in accordance with the laws of the province of Quebec, without regard to the provisions relating to conflicts of laws.