# PROMOTION RULES "[Aeroplan points for points ]"

**IMPORTANT**: PLEASE READ THESE RULES (THE "RULES") BEFORE ENTERING THE "[Aeroplan points for points]" PROMOTION (THE "PROMOTION") PRESENTED BY CLUB DE HOCKEY CANADIEN, INC.(THE "ORGANIZER"), IN COLLABORATION WITH AEROPLAN (THE "SPONSOR"). BY ENTERING THIS PROMOTION, ENTRANTS CONFIRM THAT THEY MEET ALL OF THE ELIGIBILITY REQUIREMENTS SET OUT BELOW AND THAT THEY AGREE TO ABIDE BY THESE RULES WITHOUT RESTRICTION AND TO BE BOUND BY ALL DECISIONS OF THE ORGANIZER, WHICH ARE FINAL AND WITHOUT APPEAL REGARDING ALL ASPECTS OF THE PROMOTION.

### 1. PROMOTIONAL PERIOD

1.1. The Promotion will be held at six (6) different Montreal Canadiens home games during the 2024-2025 season at the Bell Centre, 1909 Av. des Canadiens-de-Montréal, Montréal, QC H3B 5E8 (the "**Promotional Period**").

# 2. **ELIGIBILITY**

2.1. To participate in the Promotion, fans must be: (a) in attendance at one of the Promo Games; (b) the age of majority in the province in which they reside; and (c) currently enrolled in the Aeroplan Program and hold a valid Aeroplan Account Number.

# 3. HOW TO PARTICIPATE

- 3.1. During each Promo Game, the Montreal Canadiens in-game host will announce the Promotion and the Montreal Canadiens roster player designated as the Promo Game's 'Aeroplan Points for Points. If such designated Montreal Canadiens player make a point at any point during the Promo Game (including regular time and overtime, but excluding any shootout), Aeroplan will reward fans who participate in the Promotion by automatically adding 250 Aeroplan points per points made by that player to their accounts within approximately three (3) weeks of the applicable Promo Game. For clarity, if the designated designated player fails to make a point during the Promo Game, no Aeroplan points will be awarded to participating fans for such game. Aeroplan points have no cash value but are redeemable under the Aeroplan Program for flights and other rewards. The retail value of rewards obtained using Aeroplan points will vary depending on a range of factors including the type of reward issued, see Aeroplan's Official Website for details. Aeroplan points may be redeemed only in accordance with the General Terms & Conditions of the Aeroplan Program. Full terms and conditions of the Aeroplan Program are available online at Aeroplan Program General Terms and Conditions.
- 3.2. To participate in the Promotion, listen for the in-game announcement by the Montreal Canadiens in-game host and use your mobile device to scan the QR code displayed on the Bell Centre scoreboard. The QR code will provide a link to an online Promotion entry form (the "Promotion Webpage") which will prompt you to provide contact information including your name, email address and telephone number, as well as your valid Aeroplan Account Number. Complete and submit the entry form no later than thirty (30) minutes following the end of the Promo Game's regulation time in order to be included in the Promotion's Aeroplan points giveaway.
- 3.3. Entries are limited to one (1) entry per person per Promo Game and shall be deemed to be submitted by the authorized account holder of the Aeroplan Account Number submitted on the Promotion's entry form. In the case of multiple entries, or

- multiple Aeroplan Account Numbers held by the same individual, only the first entry will be considered.
- 3.4. Aeroplan points must be accepted as awarded and cannot be transferred, assigned, sold, substituted or redeemed for cash.
- 3.5. By participating in the Promotion, you agree: a. to be bound by these Terms and Conditions; b. to be bound by the decisions of the Montreal Canadiens and Aeroplan, which shall be final and binding in all respects; and c. to release and hold harmless, to the full extent of the law, Montreal Canadiens and Aeroplan as well as 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, and related entities, as well as the owners, governors, directors, officers, partners, partnerships, principals, employees, agents, and representatives (collectively, the "Released Parties") against any and all liability, damages or causes of action (however named or described) with respect to or arising out of: (i) participation in the Promotion; (ii) the receipt or use of any awarded Aeroplan points; (iii) the use of personal information described herein; and/or (iv) the administration of the Promotion and the distribution of any Aeroplan points. This release and indemnity shall continue in force following the termination of the Promotion and/or the awarding of any Aeroplan points.

### 4. **CONFIDENTIALITY**

- 4.1. Entrants' personal information is collected by the Organizer solely for the purpose of administering this Promotion. Other informational or commercial communications from the Organizer and the Sponsor may be received by the entrants if they agree to receive such communications by ticking the appropriate box while entering the Promotion. By entering this Promotion, 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.
- 4.2. By participating in the Promotion, the participant consents: a. to the collection and use of participant's personal information, including participant's Aeroplan Account Number, by the Montreal Canadiens; b. to the disclosure by Montreal Canadiens to Aeroplan of participant's personal information, including participant's Aeroplan Account Number; and c. to the use by Aeroplan of participant's personal information, including participant's Aeroplan Account Number,

#### 5. LIMITATION OF LIABILITY

- 5.1. By entering or attempting to enter the Promotion, any person releases and hold harmless the Organizer, the Sponsor, the National Hockey League (NHL) and its member teams, the National Hockey League Players' Association (NHLPA), their affiliates, subsidiaries, and associated companies, advertising and promotional agencies, promotional partners, suppliers of products or services related to the Promotion, and their respective employees, officers, directors, agents and representatives (collectively the "Released Parties") from any and all liability in connection with or arising out of the Promotion, including, without limitation, in the event of any loss, damage, or injury related to the acceptance or use (or misuse) of the Prizes.
- 5.2. 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 Promotion website users or by any equipment or program utilized in connection with the

- Promotion or associated with it, or by any human or technical error that may occur in the Promotion entry process;
- (ii) Any error, omission, interruption, deletion, defect, or delay in the operation of the Promotion website or any transmission in connection with the Promotion;
- (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 Promotion;
- (v) Any damage to a third party's computer related to or resulting from entering, or downloading material for the Promotion;
- (vi) Any injury, damage, harm, or loss arising out of the participation in the Promotion or the awarding, acceptance, or use (or misuse) of the Prize.
- 5.3. The Released Parties shall not be held responsible if the Promotion 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 Promotion.

# 6. GENERAL CONDITIONS

- 6.1. **Decisions.** Any decision of the Organizer or its representatives relating to this Promotion is final and without appeal.
- 6.2. **Ownership.** All entry forms, Declaration Forms, and other documents or materials sent to the Organizer in connection with the Promotion (collectively the "**Entry Material**") become the property of the Organizer upon submission and will not be returned to the entrants.
- 6.3. **Verification.** Entry Material is subject to verification by the Organizer. Any Entry Material which is 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 otherwise non-compliant will be void and will not entitle the entrant to participate in the Promotion.
- 6.4. Disqualification. The Organizer reserves the right, at its sole discretion, to cancel one or more entries of a person or disqualify any person from this Promotion and/or exclude such person from any future contest or promotion held by the Organizer if any such person participating in the Promotion or attempting to participate in the Promotion (i) fails to comply with any of the conditions set forth; (ii) enters or attempts to enter the Promotion by using any means that is contrary to these Rules or that is unfair to the other entrants (for example: use of automated equipment to participate in this Contest, hacking, number of entries exceeding the permitted limit, etc.); or (iii) is suspected of having directly or indirectly tampered with the Promotion or of having made a false declaration.
- 6.5. **Language.** In the event of a discrepancy between the French and English versions of these Rules, if an English version is available, the French version shall prevail.

- 6.6. **Gender.** The masculine gender is used without discrimination, for conciseness purposes only.
- 6.7. **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.