# **OFFICIAL RULES**

## End of Season Survey Sens Student Army Contest

By entering the Contest, entrants agree to abide by these Official Rules. The Contest is 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 the Contest. Any questions, comments or complaints regarding the 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 the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

#### ELIGIBILITY

- The 'End of Season Survey Sens Student Army Contest' (the "Contest") is conducted by Capital Sports Properties Inc. ("CSPI", owner of the Canadian Tire Centre), Capital Sports & Entertainment Inc. ("CSEI", owner of the Ottawa Senators Hockey Club) and Desjardins Group ("Desjardins") (CSPI, CSEI and Desjardins to be collectively referred to herein as the "Sponsors"). To be eligible for the Contest, you must be a legal resident of Canada who: (a) resides within the Province of Ontario; (b) has reached eighteen (18) years of age at the time of entry into the Contest; and (c) is enrolled on a full time or part-time basis at one of the following post-secondary institutions:
  - University of Ottawa
  - Carleton University
  - La Cité Collégiale
  - Algonquin College

(collectively, the "Institutions").

2. Entrants are not eligible to participate in the Contest if they are:

a) officers, directors, employees, agents or representatives of CSEI, CSPI or Desjardins, or any business operating within Canadian Tire Centre, or any of their respective agents, affiliates, subsidiaries, related companies, sponsors, advertising or promotional agencies, or assignees; or

b) a member of the household and/or immediate family of any of the above parties. For the purpose of the 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.

3. The Sponsors 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 within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right to disqualify any entry or entrant in their 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

- 4. The Contest begins on Friday, May 10, 2024, at 12:00 p.m. and ends on Friday May 24, 2024, at 11:59 p.m. (the **"Contest Period"**). All times listed in these Official Rules refer to Eastern Standard Time.
- 5. NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING THIS CONTEST.

To enter:

a. Using the link provided via email or Instagram, go to the Sens Student Army End of Year Survey. Use your student email account to complete and submit the survey.

#### b. No entries will be accepted by any other means.

- c. Entries must comply with the Instagram Terms of Use and Policies available at <u>www.ottawasenators.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.
- 6. Entries are limited to one (1) entry per person. In the case of multiple entries, only the first entry will be considered. All entries become the property of the Sponsors once submitted to be used for the purposes contemplated herein. 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 this 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. 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.

- 7. Entries shall be deemed to be submitted by the authorized account holder of the Instagram 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.
- 8. Entrants must comply with these Official Rules and an entrant will be deemed to have received, understood and agreed to these Official Rules if the entrant participates in this Contest.

#### PRIZES

- 9. There are four (4) prizes in total available to be awarded (each a "Prize", together the "Prizes") to Contest winners (each a "Winner", together the "Winners") in accordance with section 13 below (one (1) Prize per Winner). Prizes 1 through 3 consist of one (1) Ottawa Senators bucket hat (the "Prize"). The approximate retail value of each Prize is \$40.00 (CAD), including applicable taxes and fees. Prize 4 consist of one (1) Ottawa Senators Hockey Jersey (the "Prize"). The approximate retail value of the Prize is \$200.00 (CAD), including applicable taxes and fees. The odds of winning depend upon the number of eligible entries received. Entrants are eligible to win only one (1) prize offered by CSEI and/or CSPI within any thirty (30) day period, regardless of the number of contests entered.
- 10. Prizes must be accepted as awarded (including but not limited to compliance with any and all scheduling requirements and any venue health and safety requirements) and cannot be transferred, assigned, sold, substituted or redeemed for cash, except that the Sponsors, in their sole discretion, reserve the right to substitute a prize of equal or greater value if a Prize cannot be awarded as described due to unavailability for any reason. In the event that a 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 other incidental costs pertaining to the Prizes.
- 11. Winners and guests acknowledge and accept all risk of damages, injury or other loss incidental to any game for which tickets are issued, whether occurring before, during or after the Event, and hereby voluntarily agree to assume the same. CSPI reserves the right to refuse admission and/or to expel from the Event and/or any other aspect of the Prize, any person whose conduct is deemed by it to be objectionable. Expulsion from the Event cancels the tickets for the offending individual(s) and the individual(s) thereupon forfeit(s) all claims with respect to the tickets. Participation in the Prize is subject to compliance with all applicable laws, by-laws, regulations and any applicable facility rules (including without limitation health and safety protocols); failure to comply may result in non-admission or expulsion from further participation in the Prize.
- 12. Winners will be directed as to how to claim their Prizes after they have been successfully contacted and notified of the respective Prize, have complied with the Official Rules and have signed and returned the Contest Release (described below) and any other documentation required by the Sponsors. Prizes will be delivered within a reasonable period of time subject to provincial and local public health restrictions.

#### **RANDOM DRAWS**

- 13. On or about 12:00 p.m. on Monday, May 27, 2024, at the Canadian Tire Centre in Ottawa, Ontario, representatives of the Sponsors will select four (4) entrants by random draw from all of the eligible entries received.
- 14. Commencing at or around 1:00 p.m. on Monday, May 27, 2024, the Sponsors shall make three (3) attempts to contact each selected entrant by direct message to the entrant's Instagram account. Each selected entrant will have forty-eight (48) hours from the time of the first direct message to respond to CSEI and claim the respective Prize. Entrants will be required to respond to CSEI with an email from their Institution student email account (i.e. @uottawa.ca @cmail.carleton.ca, @algonquinlive.com, @collegelacite.ca) in order to confirm enrolment and eligibility. If a selected entrant fails to respond within such forty-eight (48) hour period, or if the Prize notification is returned as undeliverable, such entrant will be disqualified and another entrant will be selected and contacted. The Sponsors are not responsible for a selected entrant's failure to receive notification for any reason whatsoever or such entrant's failure to respond to an attempted contact.

Upon successful contact with a selected entrant, the entrant will be required to provide certain contact information, as requested by the Sponsors (e.g. full name, age, address, telephone number, and email address). To be declared a Winner, a selected entrant must answer correctly without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question (as further described in section 16 below). Each selected entrant will also be required to sign a Contest Release.

If a selected entrant does not meet all of the Contest entry requirements, fails to correctly answer

# **OFFICIAL RULES**

the skill testing question, refuses to provide the contact information requested by the Sponsors or does not sign and return the Contest Release within the time frame specified, such selected entrant will forfeit the respective Prize and the Sponsors shall be entitled to select another entrant from the remaining eligible entries received during the Contest Period.

# SKILL TESTING QUESTION

- 15. In order to be eligible to win a Prize, selected eligible entrants shall be required to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise. Selected eligible entrants may be required to swear an affidavit indicating compliance with this section. The skill-testing question will be administered by telephone.
- 16. By participating in this Contest, 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 (the "Contest Release") which confirms, among other things, that the entrant: (i) releases CSEI, CSPI, Desjardins, Live Nation Worldwide, Inc., Meta Platforms, Inc., Aramark Entertainment Services (Canada), Inc., 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 or her participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of a Prize, the use of personal information described herein and the use of merchandise purchased as a result of winning a Prize, including but not limited to costs, injuries, losses or damages related to personal injuries, sickness, 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 by telecommunication, exhibit, video tape, distribute, adapt and otherwise use or re-use the 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 Prize offered, in any and all media, now known or hereafter devised.

# PUBLICITY RELEASE AND RELEASE OF LIABILITY

17. The executed Contest Release must be returned within forty-eight (48) hours of its receipt or the selected eligible entrant shall be disqualified and the respective Prize forfeited.

## LIMITATION OF LIABILITY

18. The Sponsors are not responsible or liable for late, lost, incomplete, illegible, misdirected, stolen, 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 related website, or any combination thereof or otherwise; for any injury or damage to entrant, entrant's computer or mobile device, or any other person's computer or mobile device related to or resulting from participating in or downloading material in connection with the Contest; for incorrect or inaccurate information; and/or for weather conditions, event cancellations, delay or rescheduling or other factors beyond the Sponsors' control.

## DISQUALIFICATION

19. The Sponsors reserve the right, in their 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 Official Rules. The Sponsors reserve 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

20. By participating in the Contest, entrant consent to the collection, use and disclosure of their personal information by the Sponsors for the purpose of administering the Contest, awarding the Prizes and announcing the Winners and any subsequent advertising or promotion related thereto.

Personal information collected in connection with the Contest will be used by the Sponsors in accordance with CSEI's privacy policy available at <u>www.ottawasenators.com</u>.

#### INTELLECTUAL PROPERTY

21. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned or used under licence by the Sponsors, and/or their respective affiliates, with the exception of the 'OLD DOMINION' word mark and logos which are owned by Old Dominion and used in this Contest with permission. 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**

- 22. 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 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.
- 23. The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or the Official Rules in any way at any time for any reason without prior notice or compensation.

#### DISCREPANCIES

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

#### **OFFICIAL RULES**

25. These Official 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 the Contest Webpage.