

OFFICIAL RULES

Air Canada® Fan Flight 2023-24 - Ottawa Senators® Contest

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

1. The 'Air Canada Fan Flight 2023-2024 – Ottawa Senators Contest' (the "**Contest**") is conducted by Capital Sports & Entertainment Inc. (the "**Sponsor**", owner of the Ottawa Senators Hockey Club (the "**Ottawa Senators**")). By entering the Contest each eligible entrant acknowledges and agrees that the Contest is in no way conducted or administered by Air Canada, the prize supplier (the "**Prize Supplier**"), or by any of its subsidiaries and affiliates, and that the Sponsor is fully responsible for the conduct and administration of the Contest including the selection of winners.
2. Subject to section 4 below, anyone who: (a) is a legal resident of Canada; (b) resides within a 120 kilometre radius of the corporate city limits of the City of Ottawa; and (c) has reached eighteen (18) years of age at the time of Contest entry, is eligible to participate in the Contest as an entrant.
3. Subject to section 4 below, anyone who:
 - a. is a legal resident of Canada;
 - b. resides within a 120 kilometre radius of the corporate city limits of the City of Ottawa;
 - c. is between the ages of 7 and 19 years of age;
 - d. is an inspiring hockey fan and member of their community,

is eligible for nomination as a "**Nominee**" by an entrant in the Contest.

IMPORTANT NOTE: You must receive consent from the parent(s) or legal guardian(s) of your Nominee in order to enter your Nominee in this Contest.

4. Entrants and Nominees are not eligible to participate in the Contest if they are:
 - a. owners, governors, officers, directors, partners, partnerships, principals, employees, agents or representatives of the Sponsor, any business operating within Canadian Tire Centre, the Prize Supplier, 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 of the NHL, 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.
5. The Sponsor 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 Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right to disqualify any entrant in its sole discretion, should any entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

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HOW TO ENTER

6. The Contest begins on **MONDAY, OCTOBER 30, 2023** at 12:01 Eastern Daylight Time (“**EDT**”) and ends on **SUNDAY, NOVEMBER 19, 2023** at 11:59 p.m. EDT (the “**Contest Period**”).
7. NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR NOMINEE’S CHANCES OF WINNING THIS CONTEST.

To enter: use your web browser to visit <https://www.nhl.com/senators/fans/acfanflight> (the “**Contest Webpage**”) in order to complete and submit an entry form. Each entrant will be asked to provide the following information on the entry form:

- Entrant’s full name, mailing address, telephone number, and email address;
- Nominee’s full name, the full name of Nominee’s parent(s) or legal guardian(s)*, and a phone number for the Nominee’s parent(s) or legal guardian(s)*; and
- A maximum 300-word description outlining how entrant’s Nominee exemplifies someone who is an inspiring hockey fan and makes a difference in their community (the “**Description**”).

No entries will be accepted by any other means.

*Entrants may nominate their own children as Nominees in the Contest.

8. IMPORTANT NOMINATION RULES:

- a. You may only provide information to the Sponsor in relation to a Nominee who: (i) is a family member, family friend, or individual with whom you have a personal relationship through participation in a team, club, activity, school etc. (e.g. a coach, teacher, activity leader); and (ii) the parent(s) or legal guardian(s) of the Nominee has consented to the submission of the Nominee’s and the parent/legal guardian’s personal information to the Sponsor for purposes of entry into the Contest.
 - b. Information about your Nominee and parent/legal guardian of the Nominee, will only be used by the Sponsor for the purpose of administering the Contest and will not be added to any direct marketing list or used in any direct marketing programs without the consent of the Nominee’s parent/legal guardian.
 - c. If you have any questions with regard to the use of personal information in this Contest please see the Sponsor’s privacy policy (available at: <https://www.nhl.com/senators/team/privacy-policy> or contact the Sponsor’s Privacy Officer at privacyofficer@ottawasenators.com).
9. By submitting an entry in the Contest, the entrant represents and warrants that: (i) entrant has participated in the Contest with the prior knowledge and consent of the parent(s) or legal guardian(s) of the Nominee; (ii) the Description does not contain any material that is libelous, defamatory, profane or obscene; (iii) the Description is original to the entrant, and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsor to use the Description as contemplated herein; and (iv) the Description does not infringe upon the intellectual property or other statutory or common law rights of any third party.
 10. Entries are limited to one (1) entry per entrant/Nominee combination. For greater certainty, each entrant can submit a separate entry / nominate more than one (1) Nominee but may not submit multiple entries for the same Nominee. All entries, including Descriptions, become the property of the Sponsor once submitted to be used for the purposes contemplated herein and none will be returned for any reason. All entries must be received during the Contest Period. The sole determinant of time for the purposes of receipt of a valid entry shall be the Sponsor’s server machine(s). Use of any automated, script, macro, robotic, or other program(s) to enter the Contest

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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. The Sponsor reserves the right to refuse any entry and/or Description at its sole discretion. No communication or correspondence will be exchanged with eligible entrants except with the entrant selected for the Prize.

11. Entries shall be deemed to be submitted by the authorized account holder of the email account associated with the entry. For the purpose of the Official Rules, "authorized account holder" of an email address means the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide the Sponsor with proof that the entrant is the authorized account holder of the email address associated with a winning entry.
12. 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.

PRIZE

13. There is one (1) prize (the "**Prize**") available to be awarded to one (1) Nominee as described in section 20 below (the "**Winner**"). The Prize consists of:
 - a. Four (4) Air Canada® Economy class round-trip tickets for the Winner and three (3) travelling companions ("**Guests**") onboard a flight operated by Air Canada® (including flights operated by Air Canada Rouge® or under the Air Canada Express® banner) from Ottawa International Airport, Ottawa, Ontario to Nashville International Airport, Nashville, Tennessee. Specific seat selection is in the sole discretion of Air Canada. Exact dates and times of flights will be determined by Air Canada, taking into account the date of the Ottawa Senators away game described in paragraph (c) below;
 - b. Three (3) night's hotel accommodation in Nashville, Tennessee for the Winner and the Guests at a hotel designated by the Prize Supplier in its sole discretion (one (1) room based on quadruple occupancy); and
 - c. Four (4) game tickets to the Ottawa Senators vs Nashville Predators game to be played at the Bridgestone Arena in Nashville, Tennessee on Tuesday, February 27, 2024 (the "**Prize Game**"). Seat locations to be determined by the Prize Supplier in its sole discretion.

The Winner and Guests will be responsible for ground transportation to and from their place of residence and Ottawa International Airport.

The approximate retail value of the Prize is \$8,500.00 (CAD) excluding applicable taxes and fees.

14. The Winner must be accompanied with a parent and/or legal guardian who is: (a) eighteen (18) years of age or older at the time of travel (in the case of a Guest); (b) be legally able to travel to Nashville, Tennessee, USA; and (c) have a valid passport at the time of entry into the United States. The Prize must be accepted as awarded (including but not limited to compliance with any and all scheduling requirements as well as any Air Canada, hotel and Bridgestone Arena health and safety requirements) and is subject to all the relevant terms and conditions applicable at the time of redemption, including Air Canada's general conditions of carriage publicly available at www.aircanada.ca/ca/en/aco/home/legal/conditions-carriage-tariffs.html. The Prize cannot be transferred, assigned, sold, substituted or redeemed for cash, except that the Sponsor and the Prize Supplier, in their sole discretion, reserve the right to substitute a prize of equal or greater value if the Prize cannot be awarded as described due to unavailability for any reason. 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.

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The actual value of the Prize depends on market conditions at the time of fulfilment. Any difference between the stated approximate retail value and the actual value of the Prize will not be awarded.

15. The Winner and Guests are responsible for: any and all costs, expenses and taxes not expressly described herein including without limitation applicable 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 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, travel consent letters (in the event the Winner is travelling without parent(s) or legal guardian(s)) and complying with entry, health, customs and immigration regulations and requirements. These requirements are subject to change without notice.
16. Prize travel does not qualify for Aeroplan points accumulation or for mileage/points accumulation in any other frequent flyer program. The use of upgrade certificates is not permitted for Prize flights nor e-Bids.
17. The Winner and Guests will be required to attest that they understand and acknowledge the risks related to the spread of infectious or contagious diseases and understand it remains their responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19.
18. The Winner will be directed as to how to claim the Prize after the selected eligible entrant has been successfully contacted and notified of the Prize, has complied with the Official Rules and has returned executed Contest Releases (as described below) and any other documentation required by the Sponsor in its sole discretion. The Prize will be delivered within a reasonable period of time.

WINNER SELECTION

19. On Monday, November 27, 2023 at 10:00 a.m. EST at Canadian Tire Centre in Ottawa, Ontario, one (1) Prize winner will be selected by a Sponsor panel made of one (1) representative from the Sponsor and one (1) representative from the Prize Supplier, in its sole discretion, who will review and judge the Descriptions submitted by all eligible entrants based on the following evaluation criteria: the content of the Description, including the ability to demonstrate / showcase how the Nominee has made a difference in their local community. The decision of the Sponsor panel shall be final and binding and may not be challenged in any way.

Odds of winning the Prize depend on the number of eligible entries and whether the Sponsor panel selects your entry based on the criteria above.

For clarity, the Prize will be awarded to the selected entrant's Nominee, not the selected entrant. A selected entrant must confirm that the Nominee is available to participate in the Prize. Further, the entrant, the Nominee's parent(s) or legal guardian(s), and each of the Nominee's Guests, must agree to sign and return the Contest Releases described below.

20. Commencing at or around 11:00 a.m. EST on Monday, November 27, 2023, the Sponsor shall make three (3) attempts to contact the selected eligible entrant by telephone and/or email using the contact information provided on the selected eligible entrant's entry form. The selected eligible entrant will have seventy-two (72) hours from the time of the final contact attempt to respond and claim the Prize on behalf of its Nominee. If: (a) the selected eligible entrant fails to respond within such seventy-two (72) hour period; (b) the selected eligible entrant or the Nominee does not meet all of the Contest entry requirements; (c) the selected eligible entrant, Nominee, and/or Guests refuse to sign and return a Contest Release; or (d) the Prize notification is returned as undeliverable, the selected eligible entrant will be disqualified and another eligible entrant's Nominee will be selected for the Prize. The Sponsor and the Prize Supplier are not responsible for

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the selected eligible entrant's failure to receive notification for any reason whatsoever or the selected eligible entrant's failure to respond to an attempted contact.

CONDITIONS OF PARTICIPATION

21. By participating in this Contest, each entrant and the parent(s) or legal guardian(s) of the Nominee must agree:

- a. to be bound by the Official Rules;
- b. to be bound by the decisions of the Sponsor and the Sponsor panel, 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 or the parent(s) or legal guardian on behalf of the Nominee, as the case may be: (i) releases and holds harmless, to the full extent of the law, the Sponsor, the Prize Supplier, 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, subcontractors, volunteers, sponsors, promoters, and advertisers of all the foregoing (collectively, the "**Released Parties**") from any and all liability arising out of or in any way connected to participation in the Contest, participation in any Contest related activity, the acceptance, use or misuse of the Prize or any portion thereof, the use of personal information described herein and the use of merchandise purchased as a result of winning the Prize, including but not limited to costs, injuries, losses or damages related to personal injuries or illness, 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 Sponsor, the Prize Supplier and/or their respective agents the unrestricted right to produce, reproduce, publish, broadcast, communicate, exhibit, distribute, adapt and otherwise use or re-use the entrant's or Nominee's city/province of residence, statements, endorsements, biography, name, voice, image and likeness as well as the Description 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. This release and indemnity shall continue in force following the termination of the Contest and/or the awarding of the Prize.

LIMITATIONS OF LIABILITY

22. The Released Parties are not responsible or liable for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, notifications, replies or any Contest Releases; for lost, interrupted, inaccessible or unavailable networks, servers, Internet Service Providers, websites (including the Contest Webpage) 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 websites related to the Contest (including the Contest Webpage), or any combination thereof or otherwise; for any injury or damage to entrant, entrant's computer, or any other person's computer 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 Sponsor's and/or the Prize Supplier's control; for obtaining the Winner and/or the Guests' personal travel and/or health insurance; proof of COVID-19 vaccination, and/or airport authorities, aircraft carriers, airport security, border crossing requirements and/or customs and immigration, including but not limited to the Winner and/or the Guests' inability to travel for any reason whatsoever.

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PUBLICITY RELEASE AND RELEASE OF LIABILITY

- 23.** The executed Contest Release must be returned within three (3) business days of its receipt by the selected eligible entrant and the parent(s) or legal guardian(s) of the Nominee or the entrant/Nominee shall be disqualified and the Prize forfeited. Each Guest will also be required to execute and submit a Contest Release within three (3) business days of its receipt or such Guest will not be entitled to accompany the Winner on the trip.

DISQUALIFICATION

- 24.** The Sponsor reserves the right, in its sole discretion, to disqualify any entrant who is (i) found to be tampering with the entry process or with the operation and administration of the Contest; (ii) acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest; (iii) or in violation of the Official Rules.

CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.

USE OF PERSONAL INFORMATION

- 25.** By participating in the Contest, the entrant and the parent(s) or legal guardian(s) of the Nominee consent to the collection, use, disclosure and storage of their respective personal information, and the personal information of the Nominee, by the Sponsor, the Prize Supplier, media partners, as well as advertising and promotional agencies, only for the purposes of administering the Contest, selecting the Winner, awarding the Prize, and any subsequent advertising or promotion related thereto. Personal information relating to the Winner and the Guests collected in connection with this Contest will be provided to the Prize Supplier, the Prize hotel, and the Bridgestone Arena for the purpose of awarding and organizing the distribution of the Prize. Personal information collected in connection with the Contest will be collected and used by the Sponsor in accordance with CSEI's and the Prize Supplier's respective privacy policies available at:

<https://www.nhl.com/senators/team/terms-of-use>

<https://www.aircanada.com/ca/en/aco/home/legal/privacy-policy.html#/>

Entrants furthermore acknowledge and agree that they have obtained the consent of any individual whose personal information was submitted with their Entry for the collection, use and disclosure described above.

Sponsor will retain the personal information according to applicable laws.

INTELLECTUAL PROPERTY

- 26.** 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 Sponsor, the Prize Supplier and/or their respective affiliates. 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. AIR CANADA and the AIR CANADA logo are registered trade-marks of Air Canada, used by the Sponsor under licensed authorization.

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GOVERNING LAW

- 27.** 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 Sponsor 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. The decisions of the Sponsor with respect to all aspects of the Contest are final and binding.
- 28.** Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, the Sponsor reserves the right, in its 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.

QUEBEC RESIDENTS

- 29.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (the "Régie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement. In the event that there is a discrepancy or inconsistency between the English language version and the French language version of the Official Rules, the English version shall prevail, govern and control.

DISCREPANCIES

- 30.** 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.

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- 31.** 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 on the Contest Webpage.